

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

-----X	:	
In re	:	Chapter 11
	:	
Contech U.S., LLC, <i>et al.</i> , ¹	:	Case No. 09-42392 (SWR)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**NOTICE OF SUBMISSION OF EXECUTED ASSET PURCHASE AGREEMENT
(CASTINGS SALE)**

Attached hereto is the final version of the executed Asset Purchase Agreement in connection with the motion of the debtors and debtors in possession (collectively, the “Debtors”) for approval of the Debtors’ proposed sale (the “Sale”) of the “Castings Assets”.

¹ The Debtors are the following three entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): MAG Contech, LLC (5469), Contech, LLC (5470) and Contech U.S., LLC (5471). The mailing address of each of the Debtors is 950 Trade Centre Way, No. 200, Portage, Michigan 49002.



0942392090615000000000002

Dated: June 15, 2009
Detroit, Michigan

Respectfully submitted,

/s/ Christopher A. Grosman

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ATTORNEYS FOR DEBTORS AND DEBTORS IN
POSSESSION

ASSET PURCHASE AGREEMENT

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AMENDED ASSET PURCHASE AGREEMENT

THIS AMENDED ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of June 10, 2009 between Cerion Contech, LLC, the designee of Revstone Industries, LLC, a Delaware limited liability company or its designee ("Purchaser"), and Contech U.S., LLC, a Delaware limited liability company ("Seller").

R E C I T A L S

A. WHEREAS, Seller owns and desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets of the Seller.

B. WHEREAS, Seller is a debtor and debtor in possession in that certain bankruptcy case (the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") filed in the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division (the "Bankruptcy Court").

C. WHEREAS, in connection with the Chapter 11 Case and subject to the terms and conditions contained herein and following the entry of the Sale Order (as defined herein) approving the contemplated sale to the Purchaser subject to the terms and conditions thereof, Seller shall sell, transfer and assign to the Purchaser, and the Purchaser shall purchase and acquire from Seller, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the Purchased Assets, and assume from Seller the Assumed Liabilities (as defined herein), all as more specifically provided herein and in the Sale Order.

D. WHEREAS, Purchaser and Seller entered into an Asset Purchase Agreement dated May 15, 2009, which is hereby amended and superseded in its entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

"Access Agreement" means (i) the Access Agreement dated February 5, 2009 by and among Delphi Automotive Systems LLC ("Delphi"), Automotive Components Holdings LLC ("ACH"), Ford Motor Company ("Ford"), BMW Manufacturing Co., LLC for itself and on behalf of Benteler Automotive Corp.

(collectively "BMW MC"), Linamar Corporation ("Linamar"), and Linamar de Mexico, S.A. de C.V. ("Linamar de Mexico", and along with Delphi, ACH, Ford, BMW MC and Linamar, collectively, "Participating Customers"), MAG Contech LLC ("MAG Contech"), Contech LLC ("Contech") and Contech US LLC, Marathon Special Opportunity Fund, L.P. ("Marathon"), The CIT Group/Business Credit, Inc. ("CIT"), Citicorp USA, Inc. ("Citicorp") and SPV Capital Funding, L.L.C ("SPV"), as amended by the Amendment to Credit Documents dated April 28, 2009 and the Second Amendment to Credit Documents dated May 28, 2009 ("Second Amendment to Credit Documents").

"Accommodation Agreement" means the Accommodation Agreement dated February 5, 2009 by and among Participating Customers, Mag Contech, Contech and Contech US LLC, Marathon, CIT, Citicorp and SPV, as amended by the Amendment to Credit Documents dated April 28, 2009 and the Second Amendment to Credit Documents.

"Action" shall mean any actual or threatened claim, action, suit, arbitration, hearing, inquiry, proceeding, complaint, charge or investigation by or before any Governmental Body or arbitrator and any appeal from any of the foregoing.

"Affiliate" of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with the former Person, where "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Consideration" shall have the meaning set forth in Section 2.7.

"Agreement" shall have the meaning set forth in the Introduction.

"Alternative Transaction" shall have the meaning set forth in Section 8.1.

"Assigned Contracts" shall have the meaning set forth in Section 2.3(a).

"Assumed Liabilities" shall have the meaning set forth in Section 2.3.

"Assumed Permit" shall have the meaning set forth in Section 5.3.

"Banc of America Lease" means the June 2003 Master Lease between LaSalle National Leasing Corporation and SPX Corporation, as assigned via merger to Banc of America Leasing & Capital, LLC.

"Bankruptcy Code" shall have the meaning set forth in the Recitals.

"Bankruptcy Court" shall have the meaning set forth in the Recitals.

"Bankruptcy Exceptions" shall have the meaning set forth in Section 3.7.

“Business” shall mean any and all business activities of any kind that are conducted by Seller’s Castings division.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which commercial banks in Detroit, Michigan are authorized or required by Law to be closed.

“Chapter 11 Case” shall have the meaning set forth in the Recitals.

“Closing” and “Closing Date” have the respective meanings assigned to such terms in Section 7.1.

“Closing Date Payment” shall have the meaning set forth in Section 2.8.

“Confidential Information” shall have the meaning set forth in Section 5.2.

“Contract” shall mean any written or oral contract, purchase order, service order, sales order, indenture, note, bond, lease, license, commitment or instrument or other agreement, arrangement or commitment that is binding upon a Person or its property.

“Deposit” shall have the meaning set forth in Section 2.8.

“Documents” shall mean all of Seller’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Employee” shall mean an individual who, as of the applicable date, is employed by Seller in connection with the Business.

“Encumbrance” shall mean any lien, encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defects, hypothecations, easements, rights of way, restrictive covenants, encroachments, rights of first refusal, preemptive rights, judgments, conditional sale or other title retention agreements and other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Excluded Liabilities” shall have the meaning set forth in Section 2.4.

“Execution Date” shall have the meaning set forth in Section 5.1(a).

“Final Order” shall mean an order approved by the Bankruptcy Court.

“Governmental Body” shall mean any government, quasi governmental body, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

“Income Tax” shall mean all Taxes based upon, measured by, or calculated with respect to gross or net income or gross or net receipts or profits, including any interest, penalty or addition thereto.

“Intellectual Property” shall mean all intellectual property and proprietary rights of any kind, including the following: (i) trademarks, service marks, trade names, slogans, logos, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) patents, utility models and industrial design registrations (and all continuations, divisionals, continuations in part, provisionals, renewals, reissues, re-examinations and applications for any of the foregoing); (iii) copyrights and copyrightable subject matter (including without limitation any registration and applications for any of the foregoing); (iv) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, and methodologies; (v) computer software, computer programs, and databases (whether in source code, object code or other form); and (vi) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith.

“Knowledge” shall mean actual knowledge without investigation.

“Laws” shall mean all federal, state, local or foreign laws, statutes, common laws, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued, promulgated, enforced or entered by, any and all Governmental Bodies, or court of competent jurisdiction, or other requirement or rule of law.

“Leased Real Property” means all of the real property leased, subleased, licensed, used or occupied by Seller, together with all buildings, structures, fixtures and improvements erected thereon, and any and all rights, privileges, easements, licenses,

hereditaments and other appurtenances relating thereto, and used, or held for use, in connection with the operation of the Business.

“Liability” means any debt, liability, commitment or obligation of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any contract or tort based on negligence or strict liability).

“Lien” shall mean all liens (including judgment and mechanics’ liens, regardless of whether liquidated), mortgages, assessments, security interests, easements, claims, pledges, trusts (constructive or other), deeds of trust, options or other charges, encumbrances or restrictions.

“Material Adverse Effect” shall mean any event, change, occurrence, fact, condition or effect that has or would reasonably be expected to have, either indirectly or in the aggregate with any other event, change, occurrence, fact, condition or effect, a materially adverse effect on the business, financial condition, capitalization, operations or financial performance of the Seller; provided, however, that in no event shall any of the following, alone or in combination, be deemed to constitute a Material Adverse Effect: any material adverse change, event, circumstance or development with respect to, or effect resulting from:

(i) changes after the Closing Date in the U.S. or global economy or capital markets in general;

(ii) changes after the Closing Date that affect generally the industries in which the Seller operates;

(iii) changes after the Closing Date in applicable law or in GAAP;

(iv) the announcement of this Agreement and the transactions contemplated hereby, including, but not limited to, any decline in customer business, or any resignation of any employees;

(v) failure(s) by the Seller to meet internal operating projections or forecasts, or published revenue or earnings or predictions;

(vi) any act or threat of terrorism or war, any armed hostilities or terrorist activities, any threat or escalation of armed hostilities or terrorist activities or any governmental or other response or reaction to any of the foregoing or any natural disasters or any national or international calamity affecting the United States or other geographical region in which the Seller does business; or

(vii) any action taken that is required by this Agreement or at the written request of the Purchaser.

“Material Contract” shall have the meaning set forth in Section 3.7.

“Ordinary Course of Business” shall mean the ordinary and usual course of normal day to day operations of the Business consistent with past practice.

“Owned Real Property” means all of the real property owned by Seller, together with all buildings, structures, fixtures and improvements erected thereon, and any and all rights, privileges, easements, licenses, hereditaments and other appurtenances relating thereto, used in connection with the operation of the Business.

“Party” shall mean the Seller and/or the Purchaser.

“Permits” shall mean all notifications, licenses, permits (including environmental, construction and operation permits), franchises, certificates, approvals, consents, waivers, clearances, exemptions, classifications, registrations, variances, orders, tariffs, rate schedules and other similar documents and authorizations issued by any Governmental Body to Seller and used, or held for use, in connection with the operation of the Business or applicable to ownership of the Purchased Assets or assumption of the Assumed Liabilities.

“Permitted Encumbrances” shall mean (i) Encumbrances for utilities and current Taxes not yet due and payable or being contested in good faith; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, individually or in the aggregate, adversely affect the operation of the Business and, in the case of the Assumed Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Assumed Leased Real Property as it relates to the operation of the Business or materially detract from the value of the Assumed Leased Real Property; (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law; (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemens’ or other similar common law or statutory liens incurred in the Ordinary Course of Business; and (v) such other Encumbrances or title exceptions as the Purchaser may approve in writing in its sole discretion or which do not, individually or in the aggregate, adversely affect the operation of the Business.

“Person” shall mean all natural persons, corporations, business trusts, associations, companies, partnerships, joint ventures, Governmental Entities and any other entities.

“Purchase Price” shall have the meaning set forth in Section 2.7.

“Purchased Assets” shall have the meaning set forth in Section 2.1.

“Purchaser” shall have the meaning set forth in the Introduction.

“Purchaser’s Documents” shall have the meaning set forth in Section 9.15.

“Regulatory Approvals” shall mean any consents, waivers, approvals, orders, Permits or authorizations of any Governmental Body required in connection with

the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder.

“Representatives” shall have the meaning set forth in Section 5.2(a).

“Sale Hearing” shall mean the hearing with the Bankruptcy Court scheduled for June 8, 2009.

“Sale Motion” shall mean the motion or motions of Seller, in form and substance reasonably acceptable to Seller and Purchaser, seeking approval and entry of the Sale Order.

“Sale Order” shall have the meaning set forth in Section 8.1(d).

“Seller” shall have the meaning set forth in the Introduction.

“Seller’s Documents” shall have the meaning set forth in Section 9.15.

“Tax” and “Taxes” shall mean any and all taxes, charges, fees, tariffs, duties, impositions, levies or other assessments, imposed by any Governmental Body, and include any interest, penalties or additional amounts attributable to, or imposed upon, or with respect to, Taxes and include any Liability for the Taxes of any other Person as a transferee or successor, by law, contract or otherwise.

“Tax Liability” shall have the meaning set forth in Section 5.1(b)(v)

“Tax Return” shall mean any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) supplied or required to be supplied to any Governmental Body with respect to Taxes, including amendments thereto.

“Transferred Employees” shall have the meaning set forth in Section 5.12.

ARTICLE 2

PURCHASE AND SALE OF ASSETS

2.1 Sale and Purchase of Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement and the Sale Order, the Purchaser shall purchase, acquire and accept from the Seller, and Seller shall sell, transfer, assign, convey and deliver to the Purchaser, on the Closing Date all of the Seller’s right, title and interest in, to and under, free and clear of all Encumbrances (other than Permitted Encumbrances), the assets, properties and rights of any nature, tangible and intangible, real or personal, wherever located, of the Seller used in connection with the Business with respect to those assets as set forth in Schedule 2.1, but in all cases excluding the Excluded Assets (collectively, the “Purchased Assets”).

2.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Purchaser shall not include any and all of Seller's right, title and interest in the following (collectively, the "Excluded Assets"): (a) all assets of Seller other than the Purchased Assets; (b) Seller's books and records; (c) any assets other than Purchased Assets; (d) any claims and causes of action under Section 544 through 550 of the Bankruptcy Code; (e) any other claims or causes of action under any other provision of the Bankruptcy Code and applicable law except any claims or causes of action relating to Purchased Assets; and (f) those assets as may be listed from time to time on Schedule 2.2.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, the Purchaser shall assume all of the following Liabilities of the Seller after the Closing Date, but in all cases excluding the Excluded Liabilities (collectively, the "Assumed Liabilities"):

(a) any and all Liabilities set forth on Schedule 2.3 of the Seller, including those arising under each contract listed on Schedule 2.3 ("Assigned Contract") arising after the Closing Date, provided that such Assigned Contract must be assumed and assigned in accordance with the procedures set forth in the Sale Order;

(b) any and all Liabilities for Taxes (other than Income Taxes) accruing after the Closing Date attributable to the Purchased Assets, including, without limitation, Liabilities for Taxes attributable to the ownership of the Purchased Assets from and after the Closing Date.

2.4 Excluded Liabilities. The Purchaser shall not assume, and shall not be deemed to have assumed, any liabilities other than those set forth in Section 2.3 (collectively, the "Excluded Liabilities").

2.5 Cure Costs. Any Cure Costs up to an aggregate amount of \$133,000 due with respect to Assigned Contracts shall be paid by Purchaser to the non-debtor counter-parties to such Assigned Contracts and such payment shall be a condition precedent to (i) the assumption by Seller of such Assigned Contracts; and (ii) the assumption and assignment of the Assigned Contracts to Purchaser.

2.6 "As Is" Transaction. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 3 OF THIS AGREEMENT, THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PURCHASED ASSETS AS DESCRIBED IN SECTION 4.6 OF THIS AGREEMENT. ACCORDINGLY,

PURCHASER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

2.7 Consideration. The aggregate consideration to be paid for the Purchased Assets (the “Purchase Price”) shall be:

- (a) \$13,520,625 (the “Aggregate Consideration”); and
- (b) the assumption by the Purchaser of the Assumed Liabilities.

2.8 Payment of Purchase Price. On the date hereof, Purchaser shall pay to the Seller by wire transfer of immediately available United States funds into an account to be designated by the Seller or its designee an amount equal to \$500,000 as a nonrefundable deposit (the “Deposit”). The Seller shall retain the Deposit. On the Closing Date, the Purchaser shall pay to the Seller by wire transfer of immediately available United States funds into an account to be designated by the Seller or its designee an amount equal to the excess of the Aggregate Consideration over the Deposit (the “Closing Date Payment”).

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to, and covenants and agrees with, Purchaser that:

3.1 Organization and Good Standing. Seller has been duly organized and is existing as a limited liability company in good standing under the laws of the State of Delaware with full power and authority (corporate and other) to own and lease its properties and to conduct its business as currently conducted.

3.2 No Conflicts. To Seller’s Knowledge, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) conflict with or result in a breach or violation of any term or provision of, or constitute a default under (with or without notice or passage of time, or both), or otherwise give any Person a basis for accelerated or increased rights or termination or nonperformance under, any indenture, mortgage, deed of trust, loan or credit agreement, lease, license or other agreement or instrument to which Seller is a party or by which the Seller is bound or affected or to which any of the Purchased Assets is bound or affected, (b) result in the violation of the provisions of the Articles of Incorporation or Bylaws of Seller or any Laws applicable to or binding upon it, (c) result in the creation or imposition of any Lien upon any of the Purchased Assets or (d) otherwise adversely affect the contractual or other legal rights or privileges of Seller.

3.3 Execution and Delivery. To Seller’s Knowledge, except as set forth in Schedule 3.3, all consents, approvals, authorizations and orders necessary for the execution, delivery and performance by Seller of this Agreement (including, without

limitation, the transfer and sale of the Purchased Assets to be sold by Seller to Purchaser) have been duly and lawfully obtained, and Seller has, and at the Closing will have, full right, power, authority and capacity to execute, deliver and perform this Agreement. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding agreement of Seller enforceable against Seller in accordance with its terms.

3.4 Judgments; Litigation. To Seller's Knowledge, except as set forth in Schedule 3.4, there is no (i) outstanding judgment, order, decree, award, stipulation or injunction of any Governmental Body or arbitrator against or affecting the Purchased Assets or Liabilities or (ii) Action pending against or affecting the Purchased Assets or Liabilities.

3.5 Title to Purchased Assets. Subject to entry of the Sale Order and subject to Participating Customers' rights set forth in the Accommodation Agreement and Access Agreement, to Seller's Knowledge, Seller has good and marketable title to the Purchased Assets free and clear of all Liens.

3.6 Compliance with Law. To Seller's Knowledge, through and including the date hereof, Seller (i) has not violated or conducted its business or operations in violation of, and has not used or occupied its properties or assets in violation of, any Laws, (ii) has not been alleged to be in violation of any Laws, and (iii) has not received any notice of any alleged violation of, or any citation for noncompliance with, any Laws.

3.7 Material Contracts. Other than the Company's contracts with its customers and assuming (x) the entry of the Sale Order and (y) due execution by the other party or parties thereto, as of the Closing Date, each material contract ("Material Contract") will be in full force and effect and, subject to the bankruptcy exceptions (the "Bankruptcy Exceptions"), enforceable in accordance with its terms against Seller and any other party thereto.

3.8 Environmental Matters. To the Seller's knowledge, none of the Owned Real Property or the Leased Real Property violate, or are subject to any liability under, any environmental law or environmental permit. The Seller has not received, and are not aware of the issuance of any pending or threatened environmental claim with respect to the Owned Real Property or the Leased Real Property. Seller has delivered or otherwise made available to Purchaser copies of any and all Phase I or Phase II environmental assessments and any other environmental reports, governmental authorities' inspection reports, studies, analyses or test results issued or prepared in connection with any Owned Real Property or Leased Real Property that are in the Seller's possession or control.

3.9 Business Employees. Schedule 5.12 lists all employees of the Seller who, as of the date hereof, have employment duties primarily related to the Business (collectively, the "***Business Employees***"), including (and designating as such) any such employee who is an inactive employee on paid or unpaid leave of absence, short-term disability or long-term disability, and indicating current title. None of the

Business Employees are members of a collective bargaining unit. To Seller's Knowledge, no management-level or director-level Business Employee has given notice (verbal or written) of any present or future intent to terminate his or her employment.

3.10 Employee Plans and Other Benefit Obligations. Schedule 3.10 lists all Employee Plans. Other than the Employee Plans, no Seller is obligated to maintain any Benefit Plan. There are no pending or, to Seller's Knowledge, threatened Actions with respect to any Employee Benefit Plan.

3.11 Financial Statements.

(a) Set forth as Schedule 3.11(a) are copies of (i) the unaudited consolidated balance sheets of the Business as of December 31, 2008 and the related unaudited consolidated statements of income and of cash flows of for the year then ended, and (ii) the unaudited consolidated balance sheet of the Business as of March 31, 2009 and the related unaudited consolidated statements of income and cash flows for the three months then ended (such unaudited statements, including any related notes and schedules thereto and such unaudited statements, are referred to herein as the "**Financial Statements**"). To Seller's Knowledge, the Financial Statements are materially accurate. The consolidated balance sheet of the Business as of March 31, 2009, is referred to herein as the "**Balance Sheet**" and March 31, 2009 is referred to herein as the "**Balance Sheet Date**".

(b) Except as approved by Bankruptcy Court or except as expressly contemplated by this Agreement, since the Balance Sheet Date, the Seller has conducted their respective businesses only in the Ordinary Course of Business.

3.12 Real Property.

(a) Owned Real Property. Schedule 3.12(a) describes the Owned Real Property. Subject to Participating Customers' rights set forth in the Accommodation Agreement and Access Agreement, the applicable Seller has good and marketable fee simple title to the Owned Real Property held by it, free and clear of all Encumbrances, except for Permitted Encumbrances and those Encumbrances which will be removed, released or otherwise rendered unenforceable at or prior to Closing. With respect to each Owned Real Property and subject to Participating Customers' rights set forth in the Accommodation Agreement and Access Agreement: (i) except for the Permitted Encumbrances, such Seller has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof, which lease or grant currently is in effect; and (ii) other than the rights of Purchaser pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein. Such Seller is not a party to any agreement or option to purchase any real property or interest therein relating to, or intended to be used in the operation of, the Business.

(b) Leased Real Property. Schedule 3.12(b) describes the Leased Real Property, which is all real property leased to Seller and used in the Business.

Copies of each Real Property Lease listed in Schedule 3.12(b) (and all amendments, extension, guaranties, renewals, and other agreements with respect to such Real Property Leases) have been delivered to Purchaser or made available to Purchaser in the Data Room. With respect to each of the Real Property Leases, subject to Participating Customers' rights set forth in the Accommodation Agreement and Access Agreement: (i) Seller's possession and quiet enjoyment of the Leased Real Property under such Real Property Lease has not been disturbed, and to the Knowledge of Seller, there are no disputes with respect to such Real Property Lease; (ii) no security deposit or portion thereof deposited with respect of such Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full; (iii) Seller does not, and will not in the future, owe any brokerage commissions or finder's fees with respect to such Real Property Lease; (iv) the other party to such Real Property Lease is not an Affiliate of Seller; (v) Seller has not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; (vi) Seller has not collaterally assigned or granted any other security interest in any Real Property Lease or any interest therein; and (vii) there are no Encumbrances on the estate or interest created by such Lease, other than Permitted Real Estate Encumbrances.

(c) Condemnation and Eminent Domain. There is no material pending condemnation or eminent domain proceeding or other Action with respect to any of the Owned Real Property or Leased Real Property.

3.13 Compliance with Laws. Seller is materially in compliance with each Law applicable to the Seller, their operations, the Business or the Purchased Assets. Neither Seller nor any director, officer or employee of the Seller acting on behalf of Seller, has at any time made any bribes, kickback payments or other illegal payments or otherwise failed to comply with the provisions of the Foreign Corrupt Practices Act of 1977. The Seller is in compliance with all orders entered by the Bankruptcy Court in the Bankruptcy Case.

3.14 Insurance. The Seller, all of the Purchased Assets and the Business are covered by valid and currently effective insurance policies or binders of insurance, including, without limitation, general liability insurance, property insurance, workers' compensation insurance and business interruption insurance, issued in favor of the Seller, in each case, with reputable insurance companies and in such types and amounts and covering such risks as are consistent with customary practices and standards of companies engaged in business and operations substantially similar to those of the Seller. Schedule 3.14 sets forth a correct and complete list and description of all such policies of insurance (the "***Business Insurance Policies***"), including (i) the name of the insurer and the names of the principal insured and each named insured, (ii) the period of coverage, (iii) the type and amount of coverage, and (iv) a list of the material claims paid out under such policies and claims that are pending.

3.15 Taxes. With respect to Taxes relating to the Business, to the knowledge of Seller, the Seller has filed or will have filed all material Tax Returns in connection with any such Tax required to be filed by Seller, and Seller has or will have

paid all such Taxes except as contested upon audit and except as the payment of which may be stayed as a result of the bankruptcy filing by Seller.

3.16 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by the Seller directly with Purchaser without the intervention of any Person on behalf of the Seller in such manner as to give rise to any valid claim by any Person against Purchaser for a finder's fee, brokerage commission or similar payment, other than W.Y. Campbell, whose fees and expenses shall be borne by the Sellers.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to, and covenants and agrees with, Seller that:

4.1 Organization and Good Standing. Purchaser has been duly organized and is existing as a limited liability company in good standing under the laws of the State of Delaware with full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

4.2 Execution and Delivery. This Agreement has been duly authorized by all necessary corporate action on the part of Purchaser, has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding agreement of Purchaser enforceable against Purchaser in accordance with its terms.

4.3 No Conflicts. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not conflict with or result in the violation of the provisions of the Articles of Incorporation or Bylaws of Purchaser.

4.4 Financing. Purchaser (i) has, and at the Closing will have, sufficient internal funds available to pay any expenses incurred by the Purchaser in connection with the transactions contemplated by this Agreement, (ii) has, and at the Closing will have, the resources and capabilities (financial and otherwise) to perform its obligations hereunder and to assume the Liabilities (other than the Excluded Liabilities), and (iii) has not incurred any obligation, commitment, restriction or liability of any kind, which would impair or adversely affect such resources and capabilities.

4.5 Adequate Assurance of Assigned Contracts. As of the Closing, Purchaser will satisfy the conditions contained in Sections 365(b)(1)(c) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts and Assumed Liabilities, as applicable.

4.6 Investigation. Purchaser has conducted its own independent review and analysis of the Business, the Purchased Assets and the Assumed Liabilities, of the value of such Purchased Assets and of the business, operations, technology, assets,

Liabilities, financial condition and prospects of the Business, and Purchaser acknowledges that Seller has provided Purchaser with access to the personnel, properties, premises and records of the Business for this purpose. Purchaser has conducted its own independent review of all orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Chapter 11 Case. Purchaser acknowledges that the price being paid under this Agreement for the Purchased Assets is the fair value for acquiring the Purchased Assets under the circumstances and that such value, rather than replacement cost, is the appropriate measure of damages if and to the extent Purchaser may have any recourse for any failure of Seller to deliver the Purchased Assets in accordance with the terms of this Agreement. In entering into this Agreement, Purchaser has relied upon its own investigation and analysis as well as the representations and warranties made by Seller in Article 3, and Purchaser acknowledges that Seller does not make, and has not made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Purchaser or any of its Affiliates, except as and only to the extent expressly set forth in Article 3.

4.7 Brokers, Finders and Investment Banks. Neither the Purchaser, nor any officer, member, director or employee of the Purchaser, nor any Affiliate of the Purchaser has employed any broker, finder or investment banker or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees or finders' fees in connection with the transactions contemplated hereby.

ARTICLE 5

COVENANTS AND AGREEMENTS

5.1 Conduct of Business of Seller.

(a) During the period from the execution date (the "Execution Date") and continuing until the earlier of the termination of this Agreement in accordance with Section 7.4 or the Closing, except (1) for any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or (4) with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), the Seller shall:

(i) conduct the Business and operate and maintain the Purchased Assets in the Ordinary Course of Business, including maintaining accounting methods;

(ii) use its commercially reasonable good faith efforts to (x) preserve the goodwill of and relationships with Governmental Bodies, customers, Clients, suppliers, vendors, lessors, licensors, licensees, contractors, distributors, agents, Employees and others having business dealings with the Business; and (y) comply with all applicable

Laws and, to the extent consistent therewith, preserve their assets (tangible and intangible).

(b) During the period from the Execution Date and continuing until the earlier of the termination of this Agreement in accordance with Section 7.4 or the Closing, except (1) for any limitations on operations imposed by, or actions required by, the Bankruptcy Court or the Bankruptcy Code, (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or (4) with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed and, in the event that Seller requests Purchaser's consent in writing and Purchaser does not provide a response within five (5) Business Days after such request, Purchaser shall be deemed to have provided their prior written consent to such request), the Seller shall not:

(i) mortgage, pledge or subject to any Encumbrance (other than a Permitted Encumbrance) the Business or any of the Purchased Assets;

(ii) cancel or compromise any debt or material claim or waive or release any material right of the Seller that constitutes a Purchased Asset or otherwise relates to the Business;

(iii) except with the prior written consent of Purchaser, such consent not to be unreasonably withheld: (A) enter into any new Contract or renew any existing Contract requiring payments by or to Seller in excess of \$20,000.00 over the thirty day period immediately following the execution thereof and (B) cancel, terminate, amend, modify, supplement or rescind any Material Contract or any terms of any Material Contract, except for the purpose of effecting any changes in applicable Law or implementing regulatory requirements or in response to a breach or default by the other party thereto;

(iv) abandon any rights under any Material Contract or breach any Material Contracts; or

(v) make or rescind any material Tax election or take any material Tax position (unless required by Law) or file any amended Tax Return or change its fiscal year or financial or Tax accounting methods, policies or practices, or settle any tax liability ("Tax Liability"), except in each case as would not reasonably be expected to result in Liability to the Purchaser or the Business.

5.2 Access to Information.

(a) Seller agrees that, between the Execution Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Section 7.4, the Purchaser shall be entitled, through its officers, employees, counsel, accountants and other authorized representatives, agents and

contractors (“Representatives”), to have such reasonable access to and make such reasonable investigation and examination of the books and records, properties, businesses, assets, Employees, accountants, auditors, counsel and operations of Seller as the Purchaser’s Representatives may reasonably request. Any such investigations and examinations shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances, including Seller’s right to have its Representative accompany the Purchaser upon the Leased Real Property at the time of any inspection or examination and shall be subject to restrictions under applicable Law. Pursuant to this Section 5.2, Seller shall furnish to the Purchaser and their Representatives such financial, operating and property related data and other information as such Persons reasonably request. Seller shall use commercially reasonable efforts to cause its Representatives to reasonably cooperate with the Purchaser and the Purchaser’s Representatives in connection with such investigations and examinations, and the Purchaser shall, and use their commercially reasonable efforts to cause their Representatives to, reasonably cooperate with Seller and its Representatives and shall use their reasonable efforts to minimize any disruption to the Business.

(b) From and after the Execution Date, Seller shall give the Purchaser and the Purchaser’s Representatives reasonable access during normal business hours to the offices, facilities, plants, properties, assets, Employees, Documents (including, without limitation, any Documents included in the Excluded Assets), personnel files and books and records of Seller pertaining to the Business. In connection with the foregoing, Seller shall use commercially reasonable efforts to cause its Representatives to furnish to the Purchaser such financial, technical, operating and other information pertaining to the Business as the Purchaser’s Representatives shall from time to time reasonably request and to discuss such information with such Representatives. Without limiting the generality of the foregoing, Seller shall cooperate with the Purchaser as may reasonably be requested by the Purchaser for purposes of (i) enabling an independent accounting firm selected by the Purchaser to conduct an audit of the Business; (ii) undertaking, with the consent of the Seller, which consent shall not be unreasonably withheld or delayed, any study of the condition or value of the Purchased Assets; and (iii) undertaking any study relating to Seller’s compliance with Laws; and Seller acknowledges that information or access may be requested and used for such purpose.

(c) From and after the Execution Date, the Purchaser shall give Seller and Seller’s Representatives reasonable access during normal business hours to the offices, facilities, plants, properties, assets, Employees, Documents (including, without limitation, any Documents included in the Purchased Assets), personnel files and books and records of the Purchaser pertaining to (i) the conduct of the Business or ownership of the Purchased Assets prior to the Closing Date or (ii) the Excluded Assets and Liabilities. In connection with the foregoing, the Purchaser shall use commercially reasonable efforts to cause their Representatives to furnish to Seller such financial, technical, operating and other information pertaining to (i) the conduct of the Business or ownership of the Purchased Assets prior to the Closing Date or (ii) the Excluded Assets and Liabilities, in each case, as Seller’s Representatives shall from time to time reasonably request and to discuss such information with such Representatives. Without limiting the generality of

the foregoing, the Purchaser shall, and shall use commercially reasonable efforts to cause each of their Affiliates to, cooperate with Seller as may reasonably be requested by Seller for purposes of enabling an independent accounting firm selected by Seller to conduct an audit of the Business for periods prior to the Closing Date, including access to Purchaser's independent auditors' working papers pertaining to the Business or the Purchased Assets.

(d) No information received pursuant to an investigation made under this Section 5.2 shall be deemed to (i) qualify, modify, amend or otherwise affect any representations, warranties, covenants or other agreements of Seller set forth in this Agreement or any certificate or other instrument delivered to the Purchaser in connection with the transactions contemplated hereby, (ii) amend or otherwise supplement the information set forth in the schedules attached hereto, (iii) limit or restrict the remedies available to the parties under applicable Law arising out of a breach of this Agreement or otherwise available at Law or in equity, or (iv) limit or restrict the ability of either party to invoke or rely on the conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement.

(e) All information provided to the Purchaser pursuant to this Section 5.2, shall be considered confidential (the "Confidential Information") and the Purchaser agrees that the Confidential Information will be used solely for the purpose of consummating this Agreement and that all of the Confidential Information will be kept confidential; provided that any such information may be disclosed only to the limited group of the Purchaser's officers, directors, employees, agents, and outside advisors, who are actually engaged in and need to know the Confidential Information for the purpose of consummating this Agreement, who have been informed of the confidential nature of the Confidential Information, and who have been advised by and agree with Purchaser that such information is to be kept confidential and shall not be used for any purpose other than consummating this Agreement.

5.3 Assignability of Certain Contracts, Etc. To the extent that the assignment to the Purchaser of any Assigned Contract or assumed permit ("Assumed Permit") pursuant to this Agreement is not permitted without the consent of a third party and such restriction cannot be effectively overridden or canceled by the Sale Order or other related order of the Bankruptcy Court, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Assigned Contract or Assumed Permit, as applicable, or any right or interest therein unless and until such consent is obtained; provided, however, that the parties hereto will use their commercially reasonable efforts, before the Closing, to obtain all such consents; provided, further, that if any such consents are not obtained prior to the Closing Date, Seller and the Purchaser will reasonably cooperate with each other in any lawful and feasible arrangement designed to provide the Purchaser (such arrangement to be at the sole cost and expense of the Purchaser) with the benefits and obligations of any such Assigned Contract and the Purchaser shall be responsible for performing all obligations under such Assigned Contract required to be performed by Seller on or after the Closing Date to the extent set forth in this Agreement. Notwithstanding anything herein to the contrary, the parties agree that failure to assign any of the Company's contracts with its

customers shall not (i) constitute a breach of this Agreement by the Seller nor (ii) permit Purchaser to refuse to close pursuant to Article 7 or otherwise on the Closing Date.

5.4 Rejected Contracts. Seller shall not reject any Assigned Contract in any bankruptcy proceeding following the date hereof without the prior written consent of the Purchaser. Seller shall reject any Assigned Contract if so directed in writing by Purchaser at least two (2) days prior to the entry of the Sale Order.

5.5 Further Agreements. The Purchaser authorizes and empowers Seller from and after the Closing Date to receive and to open all mail received by Seller relating to the Purchased Assets, the Business or the Assumed Liabilities and to deal with the contents of such communications in accordance with the provisions of this Section 5.6. Seller shall (i) promptly deliver to the Purchaser any mail or other communication received by it after the Closing Date and relating to the Purchased Assets, the Business or the Assumed Liabilities, (ii) promptly transfer in immediately available funds to the Purchaser any cash, electronic credit or deposit received by such Seller but solely to the extent that such cash, electronic credit or deposit are Purchased Assets and (iii) promptly forward to the Purchaser any checks or other instruments of payment that it receives but solely to the extent that such checks or other instruments are Purchased Assets. The Purchaser shall (x) promptly deliver to Seller any mail or other communication received by it after the Closing Date and relating to the Excluded Assets or the Excluded Liabilities, (y) promptly wire transfer in immediately available funds to Seller, any cash, electronic credit or deposit received by the Purchaser but solely to the extent that such cash, electronic credit or deposit are Excluded Assets and (z) promptly forward to Seller any checks or other instruments of payment that it receives but solely to the extent that such checks or other instruments are Excluded Assets. From and after the Closing Date, Seller shall refer all inquiries with respect to the Business, the Purchased Assets and the Assumed Liabilities to the Purchaser, and the Purchaser shall refer all inquiries with respect to the Excluded Assets and the Excluded Liabilities to Seller. In the event that action is taken by any third party with respect to the Purchased Assets within six (6) months of the Closing Date, upon reasonable request by the Seller, the Purchaser shall take reasonable actions to resolve or otherwise address such action.

5.6 Further Assurances.

(a) Subject to the terms and conditions of this Agreement and applicable Law, Seller and the Purchaser shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement as soon as practicable, and shall coordinate and cooperate with each other in exchanging information, keeping the other party reasonably informed with respect to the status of the matters contemplated by this Section 5.6 and supplying such reasonable assistance as may be reasonably requested by the other party in connection with the matters contemplated by this Section 5.6. Without limiting the foregoing, following the Execution Date and until the date on which this Agreement is terminated in accordance with Section 7.4, the parties shall use their commercially

reasonable efforts to take the following actions but solely to the extent that such actions relate to the transactions contemplated by this Agreement:

(i) obtain any required consents, approvals (including Regulatory Approvals), waivers, Permits, authorizations, registrations, qualifications or other permissions or actions by, and give all necessary notices to, and make all filings with, and applications and submissions to, any Governmental Body or third party and provide all such information concerning such party as may be necessary or reasonably requested in connection with the foregoing;

(ii) avoid the entry of, or have vacated or terminated, any injunction, decree, order, or judgment that would restrain, prevent, or delay the consummation of the transactions contemplated hereby;

(iii) take any and all reasonably necessary steps to avoid or eliminate every impediment under any applicable Law that is asserted by any Governmental Body with respect to the transactions contemplated hereby so as to enable the consummation of such transactions to occur as expeditiously as possible; and

(iv) execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and cooperate and take such further actions, as may be reasonably necessary or appropriate to transfer and assign fully to the Purchaser and their successors and assigns, all of the Purchased Assets, and for the Purchaser and their successors and assigns, to assume the Assumed Liabilities, and to otherwise make effective the transactions contemplated hereby and thereby.

(b) Subject to the terms and conditions of this Agreement, the parties shall not take any action or refrain from taking any action the effect of which would be to delay or impede the ability of Seller and the Purchaser to consummate the transactions contemplated by this Agreement, unless in such party's reasonable judgment, taking such action or refraining from taking such action is consistent with achieving the ultimate objective or consummating the transactions contemplated hereby or is required by applicable Law.

(c) Following the Execution Date and until the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Section 7.4, Seller, on the one hand, and the Purchaser, on the other hand, shall keep each other reasonably informed as to the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other communications received by Seller or the Purchaser or by any of their respective Affiliates (as the case may be), from any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement.

(d) The obligations of Seller pursuant to this Section 5.6 shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Chapter 11 Case), and Seller's obligations as a debtor in possession to comply with any order of the Bankruptcy Court (including the Sale Order) and Seller's duty to seek and obtain the highest or otherwise best price for the Business as required by the Bankruptcy Code. Following the Closing, Purchaser shall provide to Seller such further assistance as reasonably requested with respect to completion of all returns, filings and documentation and actions necessary or appropriate to administer the bankruptcy estate.

5.7 Preservation of Records. The Seller and the Purchaser agree that each of them shall preserve and keep the records held by them or their Affiliates relating to the Business, the Purchased Assets and Assumed Liabilities for a period of five (5) years from the Closing Date, in the case of the Purchaser, and until the closing of the Chapter 11 Case or the liquidation and winding up of Seller's estate, in the case of Seller, and shall make such records available to the other party as may be reasonably required by such other party in connection with, among other things, any insurance claims by, actions or tax audits against or governmental investigations of Seller or the Purchaser or any of their respective Affiliates or in order to enable Seller or the Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Seller or the Purchaser wishes to destroy such records at the end of such five (5) year period, such party shall first give sixty (60) days prior written notice to the other party and such other party shall have the right at its option and expense, upon prior written notice given to such party within such sixty (60) day period, to take possession of the records within one hundred and twenty (120) days after the date of such notice, or such shorter period as the liquidation and winding up of Seller's estate shall permit.

5.8 Publicity. The Seller or the Purchaser may issue a press release or public announcement concerning this Agreement or the transactions contemplated hereby only with the prior written approval of the other parties hereto, which approval will not be unreasonably withheld, conditioned or delayed, unless, in the sole judgment of the disclosing party, such disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement. Without limiting the generality of the foregoing sentence, the party intending to make such release shall use its commercially reasonable efforts, consistent with such applicable Law or Bankruptcy Court requirement, to consult with the other parties with respect to the text thereof.

5.9 Notification of Certain Matters. Seller shall give prompt notice to the Purchaser, and the Purchaser shall give prompt notice to Seller, of (i) any notice or other communication from any Person alleging that the consent of such Person which is required in connection with the transactions contemplated by this Agreement is not likely to be obtained prior to Closing and (ii) any written objection or proceeding that challenges the transactions contemplated hereby or the entry of the approval of the Bankruptcy Court. To the extent permitted by applicable Law, Seller shall give prompt notice to the Purchaser of (i) any notice of any alleged violation of Law applicable to

Seller, (ii) the commencement of any investigation, inquiry or review by any Governmental Body with respect to the Business or that any such investigation, inquiry or review, to the Knowledge of Seller, is contemplated, (iii) the infringement or unauthorized use by any Person of any material Intellectual Property (of which Seller has Knowledge) and (iv) the execution of any Material Contract entered into other than in the Ordinary Course of Business (and Seller shall deliver or make available a copy thereof to the Purchaser).

5.10 Amendment. This Agreement may be amended at any time by a written instrument executed by Purchaser and Seller. Any amendment effected pursuant to this Section 5.10 shall be binding upon all parties hereto.

5.11 Waiver. Any term or provision of this Agreement may be waived in writing at any time by the party or parties entitled to the benefits thereof. Any waiver affected pursuant to this Section 5.11 shall be binding upon all parties hereto. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach of the same or any other covenant or agreement. The rights and remedies of each party under this Agreement are in addition to all other rights and remedies, at law or in equity that such party may have against the other parties.

5.12 Transferred Employees. Upon Closing, the Purchaser shall offer employment to substantially all employees listed on Schedule 5.12 at salaries, wages and benefit (including vacation accrued in the prior calendar year, but excluding pay outs for accrued vacation) levels that are, in the aggregate, substantially comparable to or greater than those they now receive from the Seller. The Seller shall cooperate with the Purchaser in connection with any such offers, and use its best efforts to cause the acceptance of all offers. Employees who accept Purchaser's offer of employment shall become employees of the Purchaser as of the later of the Closing Date or the date they first report to work for the Purchaser (the "Transferred Employees"). All Transferred Employees shall be employees-at-will of the Purchaser, except as otherwise provided in any applicable employment agreements. In addition, the Purchaser shall assume those employment contracts listed on Schedule 5.12. The provisions of this Section 5.12 are for the sole benefit of the Seller and the Purchaser and shall not create any right or claim for the benefit of, and shall not be enforceable by, any person who is not a party to this Agreement.

5.13 BMW Option to Purchase. Purchaser acknowledges that (i) BMW MC or its designee has delivered written notice of exercise of its option pursuant to Section 25 of the Accommodation Agreement to purchase the equipment set forth on Schedule 5.13 (the "BMW Equipment"); (ii) Seller will transfer title to the BMW Equipment to BMW MC or its designee pursuant to the exercised option; and (iii) the Purchase Price reflects a reduction for the BMW Equipment.

5.14 Chrysler Right to Use ERP. Purchaser agrees to permit Chrysler, LLC (“Chrysler”) to continue to utilize Seller’s ERP package, known as B&C, until August 18, 2009 to operate the Albemarle, North Carolina facility in a manner consistent with Chrysler’s use of such ERP package since April 20, 2009.

5.15 Sale of Forging Business. Purchaser acknowledges that Seller is attempting to sell its forging business located in Albemarle, North Carolina (the “Forging Sale”). In connection with the Forging Sale, any purchaser of the forging business will require the use of that certain Radyne Induction Anneal System which is subject to the Banc of America Lease. Subject to the approval of Banc of America, Purchaser agrees to sublease that equipment to any purchaser in the Forging Sale for a prorated portion of the overall lease payment due pursuant to the Banc of America Lease.

ARTICLE 6

CONDITIONS TO CLOSING

6.1 Conditions Precedent to the Obligations of the Purchaser and Seller. The respective obligations of each party to this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction or written waiver, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller and Purchaser in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any statute, rule, regulation, executive order enacted, issued, entered or promulgated by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

(b) the Bankruptcy Court shall have entered the Sale Order (as provided in Article 7) and such order shall be a Final Order and in form and substance reasonably satisfactory to Seller and the Purchaser, which order shall not have been reversed, modified, amended or stayed.

6.2 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of the Purchaser set forth in Article 4 hereof shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except for such representations and warranties made as of a certain date, which shall be true and correct as of such date as though made on and as of such date) except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation or qualification as to “materiality” or “material adverse effect” set forth in such representations and warranties) has not had and

would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Purchaser's ability to consummate the transactions contemplated hereby, and Seller shall have received a certificate, substantially in the form attached hereto as Exhibit D, signed by an authorized officer of the Purchaser, dated the Closing Date, to the foregoing effect;

(b) the Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by the Purchaser on or prior to the Closing Date, including, without limitation, Purchaser providing adequate assurance of future performance as required under the Bankruptcy Code to effect the assumption and assignment of Assigned Contracts and Assumed Liabilities, and Seller shall have received a certificate, substantially in the form attached hereto as Exhibit D, signed by an authorized officer of the Purchaser, dated the Closing Date, to the foregoing effect;

(c) the Purchaser shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 7.3; and

(d) the Purchaser shall have delivered to Seller appropriate evidence of all necessary company action by the Purchaser in connection with the transactions contemplated hereby, including, without limitation: (i) certified copies of resolutions duly adopted by the Purchaser's partners or board approving the transactions contemplated by this Agreement and authorizing the execution, delivery, and performance by the Purchaser of this Agreement; and (ii) a certificate as to the incumbency of officers of the Purchaser executing this Agreement and any instrument or other document delivered in connection with the transactions contemplated by this Agreement.

6.3 Conditions Precedent to the Obligations of the Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by the Purchaser in whole or in part to the extent permitted by applicable Law):

(a) Seller shall have delivered to the Purchaser (i) a certified copy of the Sale Order and (ii) copies of all affidavits of service of the Sale Motion or notice of such motion filed by or on behalf of Seller;

(b) the representations and warranties of Seller set forth in Article 3 hereof shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except for such representations and warranties made as of a certain date, which shall be true and correct as of such date as though made on and as of such date) except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation or qualification as to "materiality" or "Material Adverse Effect" set forth in such representations and warranties) has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and the Purchaser shall have received a certificate, substantially in the form

attached hereto as Exhibit E, signed by an authorized officer of the Seller, dated the Closing Date, to the foregoing effect;

(c) Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them on or prior to the Closing Date, and the Purchaser shall have received a certificate, substantially in the form attached hereto as Exhibit E, signed by an authorized officer of the Seller, to the foregoing effect;

(d) Seller shall have delivered, or caused to be delivered, to the Purchaser all of the items set forth in Section 7.2; and

(e) the exclusive right of the Seller to file and solicit acceptances of a plan of reorganization shall not have been terminated.

(f) Purchaser, on the one hand, and Ford, ACH and Delphi, on the other hand, shall have settled, to their mutual satisfaction all issues between the parties with respect to the Accommodation Agreement and Access Agreement.

6.4 Frustration of Closing Conditions. Neither Seller nor the Purchaser may rely on the failure of any condition set forth in Sections 6.1, 6.2 or 6.3, as the case may be, if such failure was caused directly by such party's failure to comply with any provision of this Agreement.

6.5 Survival of Representations and Warranties. None of the representations, warranties, covenants and agreements of Seller in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and agreements, shall survive the Closing Date; provided that, nothing in this Section 6.5 shall limit the remedies of Purchaser after the Closing for breaches of representations, warranties, covenants or agreements resulting from fraud by Seller.

ARTICLE 7

CLOSING AND TERMINATION

7.1 Closing. Subject to the satisfaction of the conditions set forth in Sections 6.1, 6.2 and 6.3 hereof or the waiver thereof by the party entitled to waive the applicable condition, the closing of the purchase and sale of the Purchased Assets, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Paul Hastings Janofsky & Walker, LLP, 191 N. Wacker Drive, Chicago, Illinois 60606 (or at such other place as the parties may designate in writing) as soon as possible, but no later than June 15, 2009. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." Unless otherwise agreed by the parties in writing, the Closing shall be deemed effective and all right, title and interest of the Seller in the Purchased Assets to be acquired by the Purchaser hereunder shall be considered to have

passed to the Purchaser and the assumption of all of the Assumed Liabilities shall be considered to have occurred as of 12:01 a.m. Eastern Time on the Closing Date.

7.2 Closing Deliveries by Seller. At the Closing, Seller shall deliver to the Purchaser:

- (a) a duly executed bill of sale with respect to the Purchased Assets, substantially in the form attached hereto as Exhibit A;
- (b) a true and correct copy of the Sale Order;
- (c) a duly executed non foreign person affidavit of the Seller dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code, stating that the Seller is not a “foreign person” as defined in Section 1445 of the Code;
- (d) the officer’s certificates required to be delivered pursuant to Sections 6.3(b) and 6.3(c) substantially in the form attached hereto as Exhibit E;
- (e) satisfactory resolution of any disputes regarding the Cure Costs to be assumed by Purchaser (or establishment of appropriate reserves therefore) in accordance with the procedures set forth in the Sale Order; and
- (f) any other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by Seller at or prior to the Closing in connection with the transactions contemplated by this Agreement.

7.3 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver to (or at the direction of) Seller:

- (a) The Closing Payment, in the form of documentation reasonably acceptable to Seller;
- (b) a duly executed assignment and assumption agreement substantially in the form attached hereto as Exhibit B;
- (c) the officer’s certificates required to be delivered pursuant to Sections 6.2(a) and 6.2(b) substantially in the form attached hereto as Exhibit D; and
- (d) any other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by the Purchaser at or prior to the Closing in connection with the transactions contemplated by this Agreement.

7.4 Termination of Agreement. This Agreement may be terminated as follows:

- (a) by the mutual written consent of Seller and the Purchaser at any time prior to the Closing;

(b) by either the Purchaser or Seller, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or there shall be in effect a final non-appealable order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the parties hereto shall promptly appeal any adverse determination which is appealable (and pursue such appeal with reasonable diligence);

(c) by the Purchaser, if the Chapter 11 Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner to operate or manage the financial affairs, the business or the reorganization of Seller is appointed in the Chapter 11 Case;

(d) by either the Purchaser or Seller, if (A) the Sale Order shall not have been approved by the Bankruptcy Court by the close of business on June 15, 2009 (the "Termination Date") or (B) following its entry, the Sale Order shall fail to be in full force and effect or shall have been stayed, reversed, modified or amended in any respect without the prior written consent of the Purchaser and Seller; provided that the right to terminate this Agreement under this Section 7.4(d) shall not be available to any party whose failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of such order to meet these requirements on or before such date, including, without limitation, the failure of Purchaser to provide adequate assurances of future performance as required by the Bankruptcy Code;

(e) by either the Purchaser or Seller, if Seller has entered into an Alternative Transaction;

(f) automatically upon consummation of an Alternative Transaction;

(g) by Seller, if the Purchaser has breached, in any material respect, any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Section 6.2 and Section 6.3 hereof, as the case may be, would not then be satisfied at the time of such breach; provided, however, that if such breach is curable by the Purchaser within ten (10) days through the exercise of its reasonable best efforts, then for so long as the Purchaser continues to exercise such reasonable best efforts Seller may not terminate this Agreement under this Section 7.4(g) unless such breach is not cured within ten (10) days from written notice to the Purchaser of such breach; provided, further, that Seller is not then in material breach of the terms of this Agreement, and provided further, that no cure period shall be required for a breach which by its nature cannot be cured;

(h) by Purchaser, if Seller has breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Section 6.2 and Section 6.3 hereof, as the case may be, would not then be satisfied at the time of such breach; provided, however, that if such breach is curable by Seller within ten (10) days through the exercise of its reasonable best

efforts, then for so long as Seller continues to exercise such reasonable best efforts the Purchaser may not terminate this Agreement under this Section 7.4(h) unless such breach is not cured within ten (10) days from written notice to Seller of such breach; provided, further, that the Purchaser is not then in material breach of the terms of this Agreement, and provided further, that no cure period shall be required for a breach which by its nature cannot be cured; or

(i) by Seller, if all of the conditions set forth in Sections 6.1 and 6.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived and Purchaser fails to deliver the Purchase Price at the Closing.

7.5 Procedure Upon Termination. In the event of a termination of this Agreement by the Purchaser or Seller, or both, pursuant to Section 7.4, (a) written notice thereof shall be given promptly by the terminating party to the other parties hereto, specifying the provision hereof pursuant to which such termination is made, (b) this Agreement shall thereupon terminate and become void and of no further force and effect and (c) the consummation of the transactions contemplated by this Agreement shall be abandoned without further action of the parties hereto. If this Agreement is terminated as provided herein, each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

7.6 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to the Purchaser or Seller. In no event shall any termination of this Agreement relieve any party hereto of any Liability for any willful breach of this Agreement by such party.

7.7 Termination Fee: Expense Reimbursement.

(a) Payment of Fees and Expenses. Subject to clauses (b) and (c) below, each of the parties hereto will be responsible for and pay its own legal, accounting, engineering, environmental, survey and title charges and other fees and expenses, including, without limitation, reasonable attorneys' and accountants fees and expenses and the fees and expenses of financial consultants, investment bankers, lenders and environmental consultants, incurred in connection with the transactions contemplated hereby including, without limitation, the due diligence review, and the negotiation, preparation and execution of this Agreement and any other instrument or documents contemplated hereby (collectively, all such fees and expenses being the "***Fees and Expenses***").

(b) Transaction Fees and Taxes. The Purchaser will be responsible for and will duly and timely pay any and all (i) filing fees, Taxes, including, without limitation, stock transfer taxes, sales and use taxes and real property gains taxes, in each case, directly or indirectly attributable to the transactions and contemplated hereby. Except as otherwise required by applicable law, the Seller will be responsible for

filing any tax returns with respect to any tax payable by Seller and complying with any procedures required in connection with all taxes resulting from the transaction, other than those taxes that constitute Assumed Liabilities.

(c) Expense Reimbursement. Subject to the approval of the Bankruptcy Court, in the event that the transactions are not consummated on or prior to the Termination Date for any reason other than as a result of (i) termination pursuant to Section 7.4(g) or (ii) a material breach of the Agreement by the Purchaser, then, in addition to the return of the deposit to the Purchaser (if applicable pursuant to Section 2.8), Seller shall, within three (3) business days of the termination date, pay the entire expense reimbursement in an amount up to \$400,000.00 to the Purchaser in cash by wire transfer of immediately available funds. The Seller's obligation to pay such expense reimbursement shall be joint and several, survive the termination of the Agreement, and constitute (i) an allowed superpriority administrative expense claim senior to all other administrative expense claims in the bankruptcy cases of the Debtor under Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), and 726 of the Bankruptcy Code, other than the carve-out (as defined in the Interim DIP Order), (ii) be paid out of and constitute a first priority secured claim against (A) any deposit paid by the selected bidder or (B) any deposit paid by any competing bidder and retained by the Debtors in compliance with the bidding procedures, (iii) constitute an additional carve-out that attaches to and is prior in ranking to the priority liens of the Agent for the Lenders on the Debtors assets, and (iv) be paid prior to any distributions to the Agent and/or the Lenders.

(d) Break-Up Fee. Subject to the approval of the Bankruptcy Court, in the event that the transactions are not consummated on or prior to the Termination Date for any reason other than as a result of (i) termination pursuant to Section 7.4(g) or (ii) a material breach of the Agreement by the Purchaser, then, in addition to the return of the deposit to the Purchaser (if applicable pursuant to Section 2.8) and payment of the expense reimbursement, Seller shall, within three (3) business days of the termination date, pay a break-up fee in an amount equal to \$420,000 to the Purchaser in cash by wire transfer of immediately available funds (the **"Break-Up Fee"**). The Seller's obligation to pay the break-up fee shall be joint and several, survive the termination of the Agreement, and constitute (i) an allowed superpriority administrative expense claim senior to all other administrative expense claims in the bankruptcy cases of the Debtor under Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b) and 726 of the Bankruptcy Code, other than the carve-out (as defined in the Interim DEP Order), (ii) be paid out of and constitute a first priority secured claim against (A) any deposit paid by the selected bidder or (B) any competing bidder and retained by the Debtor in compliance with the bidding procedures, (iii) constitute an additional carve-out that attaches to and is prior in ranking to the priority liens of the Agent for the Lenders on the Debtor's assets, and (iv) be paid prior to any distributions to the Agent and/or the Lenders. Notwithstanding anything to the contrary contained in this Agreement, the Fees and Expenses, the expense reimbursement set forth in Section 7.7(c) and the Break-Up Fee will not have priority over, or be paid out of, the May & June Collateral (as that term is defined in the Second Amendment to Credit Documents) or any proceeds thereof.

7.8 Acknowledgement.

(a) The parties acknowledge and agree that (i) payment of the expense reimbursement and break-up fee shall constitute liquidated and stipulated damages, (ii) the full extent of the Purchaser's damages in the event the Transactions are not consummated cannot be accurately anticipated or determined, (iii) the amount of liquidated damages does not constitute a penalty, (iv) the agreements contained in Section 7.7 are an integral part of the transaction contemplated by this Agreement and that, without these agreements, the Purchaser would not enter into this Agreement, and (v) the expense reimbursement and break-up fee and return of the deposit shall be the Purchaser's sole and exclusive remedy under this Agreement for any breach of this Agreement by the Sellers resulting in the transactions not being consummated.

ARTICLE 8

BANKRUPTCY COURT MATTERS

8.1 Competing Bid and Other Matters.

(a) This Agreement and the transactions contemplated hereby are subject to Seller's right and ability to consider higher or better competing bids with respect to the Business and a material portion of the Purchased Assets (each an "Alternative Transaction").

(b) From the date hereof until the conclusion of the Sale Hearing, Seller shall have the responsibility and obligation to respond to any reasonable inquiries or offers to purchase all or any part of the Business, and perform any and all other acts related thereto which are required under the Bankruptcy Code or other applicable Law, including, without limitation, supplying information relating to the Business and the assets of Seller to prospective Purchaser.

(c) The Seller shall promptly serve true and correct copies of the Sale Motion and all related pleadings in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable order of the Bankruptcy Court.

(d) Sale Order. The Sale Order shall be entered by the Bankruptcy Court substantially in the form attached hereto as Exhibit C and otherwise in form and substance reasonably acceptable to Seller and the Purchaser. The Sale Order shall, among other things, (i) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code: (A) the execution, delivery and performance by Seller of this Agreement, (B) the sale of the Purchased Assets to the Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (C) the performance by Seller of its respective obligations under this Agreement; (ii) authorize and empower Seller to assume and assign to the Purchaser the Assigned Contracts; and (iii) find that Purchaser is a "good faith" Purchaser within the meaning of Section 363(m) of the Bankruptcy

Code, not a successor to the Seller and grant the Purchaser the protections of Section 363(m) of the Bankruptcy Code. The Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining Bankruptcy Court approval of the Sale Order, including, without limitation, furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (a) demonstrating that the Purchaser is a “good faith” Purchaser under Section 363(m) of the Bankruptcy Code and (b) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. In the event that the Bankruptcy Court’s approval of the Sale Order shall be appealed, Seller shall use reasonable efforts to defend such appeal.

ARTICLE 9

GENERAL PROVISIONS

9.1 Notices. All notices and other communications under or in connection with this Agreement shall be in writing and shall be deemed given (a) if delivered personally (including by overnight express or messenger), upon delivery, (b) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed, or (c) if given by telecopy, upon confirmation of transmission by telecopy, in each case to the parties at the following addresses:

If to the Purchaser, addressed to:

Revstone Industries, LLC
Attn: George Hofmeister
2008 Cypress St., Ste. 100
Paris, KY 40361

With a copy to:

Revstone Industries, LLC
Attn: Daniel V. Smith, Esq.
2008 Cypress St., Ste. 100
Paris, KY 40361

If to Seller , addressed to:

Contech, LLC
950 Trade Centre Way, Suite 200
Portage, Michigan 49002
Attention: Morris Rowlett
Telecopy: (269) 327-9993

With a copy to:

Paul, Hastings, Janofsky & Walker, LLP
191 N. Wacker Dr., Suite 3000
Chicago, IL 60606
Attention: Richard A. Chesley
Telecopy: (312) 499-6050

9.2 Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

9.3 Entire Agreement. This Agreement, including the annexes and schedules attached hereto and other documents referred to herein, contains the entire understanding of the parties hereto in respect of its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to such subject matter.

9.4 Successors and Assigns. This Agreement shall be binding upon the Seller and Purchaser and, subject to entry of the Sale Order, and inure to the benefit of the parties and their respective successors and permitted assigns, including, without limitation, any trustee or estate representative appointed in the Chapter 11 Case or any successor Chapter 7 case. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below; provided, however, that with respect to Section 5.14 only, Chrysler shall be deemed an intended third party beneficiary. No assignment of this Agreement or of any rights or obligations hereunder may be made by Seller or the Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. This Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their permitted successors and assigns.

9.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Agreement.

9.6 Recitals, Schedules and Annexes. The recitals, schedules and annexes to this Agreement are incorporated herein and, by this reference, made a part hereof as if fully set forth at length herein.

9.7 Construction.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) All references in this Agreement to Articles, Sections, Schedules and Exhibits shall be deemed to refer to Articles, Sections, Schedules and Exhibits to this Agreement.

(ii) All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iii) The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(iv) The words “include,” “includes” and “including,” when used herein shall be deemed in each case to be followed by the words “without limitation” (regardless of whether such words or similar words actually appear).

(v) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(vi) Any reference in this Agreement to \$ shall mean U.S. dollars.

(vii) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(viii) The words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(b) The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing

that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

(c) Purchaser acknowledges hereby that Seller may not comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement.

9.8 Governing Law. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE STATE OF MICHIGAN SHALL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

9.9 Jurisdiction, Waiver of Jury Trial.

(a) THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF MICHIGAN AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN MICHIGAN WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.10 Injunctive Relief. The parties agree that damages at Law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement by the Seller, and, accordingly, the Purchaser shall be entitled to injunctive relief with respect to any such breach, including without limitation, specific performance of such covenants, promises or agreements or an order enjoining the Purchaser from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement by the Seller. The rights set forth in this Section 9.10 shall be in addition to any other rights which the Purchaser may have at Law or in equity pursuant to this Agreement.

9.11 Expenses.

(a) Except as otherwise set forth in this Agreement, each of Seller and Purchaser shall each bear its own expenses (including attorneys' fees) incurred in connection with the negotiation and execution of this Agreement and each other

agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

(b) If any Party seeks to enforce the terms and provisions of this Agreement, then the prevailing party in such action shall be entitled to recover from the non-prevailing Party, in addition to the remedies provided hereunder, all costs incurred in connection with such action, including reasonable legal fees, expenses and costs incurred.

9.12 Assignment of Contracts. To the extent that any Assumed Contract is not transferable, this Agreement shall not be deemed to constitute an assignment, an attempted assignment or an undertaking to assign such Assumed Contract if such consent or approval is not given or if such an assignment, attempted assignment or an undertaking otherwise would constitute a breach thereof or cause a loss of benefits thereunder. The Seller (and Purchaser where required) shall use their respective reasonable efforts to obtain any and all such third party consents or approvals under all Assumed Contracts; provided, however, that the Seller shall not be required to pay or incur any cost or expense to obtain any third party consent or approval other than the Cure Costs and de minimus administrative costs associated with obtaining such consent, in either event which shall be paid prior to the Closing. If any such third party consent or approval is not obtained before the Closing, the Seller shall cooperate with Purchaser in any reasonable arrangement designed to provide for Purchaser after the Closing the benefits intended to be assigned to Purchaser under the applicable Assumed Contract, including enforcement at the cost and for the account of Purchaser of any and all rights of the Seller against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise; provided that Purchaser shall undertake to pay or satisfy the corresponding Liabilities for the enjoyment of such benefit to the extent that Purchaser would have been responsible therefor hereunder if such consent, waiver or approval had been obtained.

9.13 Real Property Taxes. Except as otherwise expressly provided in this Agreement, all property, excise or other taxes on or chargeable against Owned Real Property and, in the event that the tenant is responsible for such charges under the terms of the applicable lease, the Leased Real Property (collectively, the ***“Real Property Taxes”***) that relate to a period that includes the Closing Date shall be prorated between Seller and Purchaser as of 12:01 a.m. on the Closing Date and Seller, on the one hand, and Purchaser, on the other hand, shall each be responsible for their respective proportionate share of such Real Property Taxes (which proportionate shares shall be determined based on the number of days in such tax period prior to the Closing Date, on the one hand, and the remaining number of days in such tax period, on the other hand). Notwithstanding the preceding sentence, (i) if any such Real Property Taxes that are due and payable in the tax period that includes the Closing Date have been determined but have not been paid by Seller before Closing, Seller shall be charged at Closing an amount equal to that portion of such Real Property Taxes that relates to the portion of the Real Property Taxes period before the Closing Date (which portion shall be determined in accordance with the proration method described in the preceding sentence) and Purchaser shall timely pay the Real Property Taxes and (ii) if any such Real Property Taxes that are

due and payable in, or relate to, a tax period that includes the Closing Date have not been determined before Closing, Seller and Purchaser shall mutually agree in good faith to an estimate of the amount of such Real Property Taxes, Seller shall be charged at Closing an amount equal to that portion of such Real Property Taxes that relates to the portion of the Tax period before the Closing Date (which portion shall be determined in accordance with the proration method described in the preceding sentence) and Purchaser shall timely pay the Real Property Taxes. All Real Property that are levied with respect to Owned Real Property and Leased Real Property and that relate to tax periods beginning on or after the Closing Date shall be the responsibility of Purchaser.

9.14 Environmental. In the event that Purchaser incurs any liability for environmental claims within 60 days following the Closing, the Purchase Price shall be reduced on a dollar-for-dollar basis up to \$500,000.00 (the “***Environmental Liabilities Amount***”), and thereafter Seller shall have no liability.

9.15 Non Recourse. Except as expressly contemplated by this Agreement, no past, present or future director, officer, employee, incorporator, member, partner or equity holder of Seller or the Purchaser shall have any liability for any obligations or liabilities of Seller or the Purchaser under this Agreement or Seller’s documents (“Seller’s Documents”) or the Purchaser’s documents (“Purchaser’s Documents”) of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

9.16 Time of the Essence. Time is of the essence in the performance of each of the obligations of the parties and with respect to all covenants and conditions to be satisfied by the parties in this Agreement and all documents, acknowledgments and instruments delivered in connection herewith.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

SELLER

CONTECH US, LLC,
a Delaware limited liability company

By: _____
_____, _____

PURCHASER

Cerion Contech, LLC
a Delaware limited liability company

By: _____
_____, _____

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

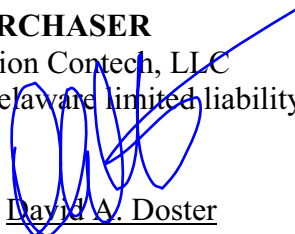
SELLER

CONTECH US, LLC,
a Delaware limited liability company

By: _____
_____, _____

PURCHASER

Cerion Contech, LLC
a Delaware limited liability company

By:  _____
President, CEO

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

SELLER

CONTECH US, LLC,
a Delaware limited liability company

By: Morris C. Rowlett

PURCHASER

Cerion Contech, LLC
a Delaware limited liability company

By: _____

EXHIBIT A

BILL OF SALE

THIS BILL OF SALE dated as of _____, 2009 by Contech US, LLC., a Delaware limited liability company ("Seller"), and in favor of _____, a _____ corporation ("Purchaser").

WHEREAS, the parties hereto have entered into an Asset Purchase Agreement dated as of _____, 2009 (the "Purchase Agreement") providing for the purchase by the Purchaser of certain assets of Seller, and the parties now desire to carry out such transaction by Seller's execution and delivery to the Purchaser of this instrument evidencing the vesting in the Purchaser of all of the assets and rights of Seller hereinafter described. Capitalized terms used but not defined herein have the meanings given them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Seller in hand paid by the Purchaser, at or before the execution and delivery hereof, the receipt and sufficiency of which by Seller are hereby acknowledged, Seller hereby conveys, grants, bargains, sells, transfers, sets over, assigns, remises, releases, delivers and confirms unto the Purchaser, its successors and assigns forever, effective as of 12:01 a.m. EDT on the date hereof (the "Effective Time"), all of Seller's right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances.

The Seller hereby covenants that, from time to time after the delivery of this instrument, at the Purchaser's request and without further consideration, Seller will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required to more effectively convey, transfer to and vest in the Purchaser, and to put the Purchaser in possession of, any of the Purchased Assets.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the Purchaser and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of the Purchaser and its successors and assigns.

This instrument is executed by, and shall be binding upon, Seller and its successors and assigns for the uses and purposes above set forth and referred to, effective as of the Effective Time.

This instrument shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the Michigan, without regard to its conflict of law principle provisions.

To the extent this Bill of Sale is inconsistent with any terms or conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This instrument may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale or caused this Bill of Sale to be executed on its behalf by a duly authorized officer of Seller as of _____, 2009.

SELLER:
Contech US, LLC

By: _____
Name:
Title:

EXHIBIT B

ASSUMPTION AND ASSIGNMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is entered into as of _____, 2009 by and among [PURCHASER], a _____ corporation (“Assignee”), and Contech US, LLC, a Delaware limited liability company (“Assignor”).

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of _____, 2009 (the “Purchase Agreement” capitalized terms used but not otherwise defined herein have the meanings given them in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignees, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein and therein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Effective as of 12:01 a.m. EDT on the date hereof (the “Effective Time”), Assignor hereby sells, transfers and assigns (collectively the “Assignment”) to Assignees, and Assignees hereby assume and agree to pay and discharge, the Assumed Liabilities, as defined in and in accordance with Section 2.3 of the Purchase Agreement.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
3. This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Michigan, without regard to its conflict of law principle provisions.
4. To the extent this Agreement is inconsistent with any terms or conditions in the Purchase Agreement, the Purchase Agreement shall control.
5. This Agreement may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR:

CONTECH US, LLC

By: _____
Name:
Title:

ASSIGNEE:

[PURCHASER]

By: _____
Name:
Title:

EXHIBIT C
(PROPOSED SALE ORDER)

EXHIBIT D

AUTHORIZED OFFICER'S CERTIFICATE - PURCHASER

I, _____, _____ of
_____, a _____ corporation (the "Company"), do
hereby certify on behalf of the Company that:

1. This Certificate is being delivered in connection with Sections 6.2(a) and 6.2(b) of the Asset Purchase Agreement, dated as of _____, 2009 (the "Purchase Agreement"), by and among the Company and Contech US, LLC. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement.

2. As of the Closing Date, the representations and warranties of the Purchaser set forth in Article 4 of the Purchase Agreement are true and correct (except for such representations and warranties made as of a certain date, which are true and correct as of such date as though made on and as of such date), except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation or qualification as to "materiality" or "material adverse effect" set forth in such representations and warranties) has not had and are not reasonably expected to have, individually or in the aggregate, a material adverse effect on the Company's ability to consummate the transactions contemplated by the Purchase Agreement.

3. As of the Closing Date, the Purchaser has performed and complied in all material respects with all obligations and agreements required by the Purchase Agreement to be performed or complied with by the Purchaser on or prior to the Closing Date, including, without limitation, Purchaser providing adequate assurance of future performance as required under the Bankruptcy Code to effect the assumption and assignment of the contracts of the Seller to be assumed and assigned pursuant hereto and Assumed Liabilities.

[PURCHASER]

By: _____
Name: _____
Title: _____

EXHIBIT E

AUTHORIZED OFFICER'S CERTIFICATE - SELLER

I, _____, _____ of Contech US, LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that:

1. This Certificate is being delivered in connection with Sections 6.3(b) and 6.3(c) of the Asset Purchase Agreement, dated as of _____, 2009 (the "Purchase Agreement"), by and among the Company and _____. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement.

2. As of the Closing Date, the representations and warranties of the Seller set forth in Article 3 of the Purchase Agreement are true and correct (except for such representations and warranties made as of a certain date, which are true and correct as of such date as though made on and as of such date), except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation or qualification as to "materiality" or "Material Adverse Effect" set forth in such representations and warranties) has not had and are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

3. As of the Closing Date, the Seller has performed and complied in all material respects with all obligations and agreements required by the Purchase Agreement to be performed or complied with by the Seller on or prior to the Closing Date.

Contech US, LLC

By: _____
Name:
Title:

SCHEDULE 2.1

PURCHASED ASSETS

Use of the Contech name, subject to the rights described in Schedule 2.3.

CONTECH

ASSETS, Depreciation & Net Book Value - 2008

A p keller

Information exported from Fixed Asset System - Contech depreciates in system annually-will not include monthly standard accrual

		ASSETS					
	G/L	Land 57001	Bldg/Impr 58001	M&E 58040	Off Eq 58073	Autos 58075	TOTAL
Dowagiac	900	105,302.95	4,068,981.18	11,271,221.93	-		15,445,506.06
Alma	920	39,488.61	2,242,075.37	8,382,607.10	85,506.00	7,050.80	10,756,727.88
Auburn	960	391,304.02	3,768,162.61	8,293,926.61	12,574.93		12,465,968.17
Pierceton	100	245,069.81	3,414,207.80	21,361,481.65	140,079.26		25,160,838.52
Clarksville	740	414,324.12	4,938,575.97	31,016,865.90	14,523.03		36,384,289.02
Portage		-	-	583,663.21	455,990.32	213,884.75	1,253,538.28
Tech Ctr		-	-	290,811.65			290,811.65
Portage	015	-	-	874,474.86	455,990.32	213,884.75	1,544,349.93
CASTING TOTAL		1,195,489.51	18,432,002.93	81,200,578.05	708,673.54	220,935.55	101,757,679.58
		Accumulated Depreciation - 12/31/08					
	a/c #	57001	58001	58040	58073	58075	
Dowagiac	900		675,735.94	5,409,557.96	-		6,085,293.90
Alma	920		373,679.23	3,292,837.03	47,503.31	3,231.62	3,717,251.19
Auburn	960		314,013.55	3,381,736.17	6,986.07		3,702,735.79
Pierceton	100		189,678.22	7,992,952.90	67,578.18		8,250,209.30
Clarksville	740		411,548.01	6,341,154.39	8,068.35		6,760,770.75
Portage		-	-	202,523.83	53,773.63	65,867.29	322,164.75
Tech Ctr		-	-	161,562.07			161,562.07
Portage	015	-	-	364,085.90	53,773.63	65,867.29	483,726.82
CASTING TOTAL		-	1,964,654.95	26,782,324.35	183,909.54	69,098.91	28,999,987.75
		Net Book Value - 12/31/08					
	a/c #	57001	58001	58040	58073	58075	
Dowagiac	900	105,302.95	3,393,245.24	5,861,663.97	-	-	9,360,212.16
Alma	920	39,488.61	1,868,396.14	5,089,770.07	38,002.69	3,819.18	7,039,476.69
Auburn	960	391,304.02	3,454,149.06	4,912,190.44	5,588.86	-	8,763,232.38
Pierceton	100	245,069.81	3,224,529.58	13,368,528.75	72,501.08	-	16,910,629.22
Clarksville	740	414,324.12	4,527,027.96	24,675,711.51	6,454.68	-	29,623,518.27
Portage		-	-	381,139.38	402,216.69	148,017.46	931,373.53
Tech Ctr		-	-	129,249.58	-	-	129,249.58
Portage	015	-	-	510,388.96	402,216.69	148,017.46	1,060,623.11
CASTING TOTAL		1,195,489.51	16,467,347.98	54,418,253.70	524,764.00	151,836.64	72,757,691.83

The values do not reflect a large impairment reserve
in December of 2008.

Baker Hosteller

Home Logout

Contech
Patents

Select a View

All Items

Actions

- ☐ Add to My Links
- ☐ Alert me
- ☐ Export to spreadsheet
- ☐ Modify settings and columns

☐ New Item | ☐ Filter | ☐ Edit in Datasheet

<input type="checkbox"/> Title	Case Number	AppNumber	Filing Date	Country Name	Status
<input type="checkbox"/> Aluminum Alloy	87324.1600	10/100,053	3/19/2002	United States of America	Granted
<input type="checkbox"/> Aluminum Alloy	87324.1604	NLa2004000073	3/19/2003	Mexico	Pending
<input type="checkbox"/> Aluminum Alloy	87324.1608	06739457.7	3/22/2006	European Patent Convention	Published
<input type="checkbox"/> Bottom Pour Ladle and Method of Transferring Liquid Metal with Same	87324.2040	61/017,073	12/27/2007	United States of America	Pending
<input type="checkbox"/> Casting Process and Product	87324.1640	10/100,054	3/19/2002	United States of America	Granted
<input type="checkbox"/> Casting Process and Product	87324.1642	03719406.5	3/19/2003	European Patent Convention	Granted
<input type="checkbox"/> Casting Process and Product	87324.1643	NLa2004000072	3/19/2003	Mexico	Pending
<input type="checkbox"/> Casting Process and Product	87324.1644	03719406.5	3/19/2003	France	Granted
<input type="checkbox"/> Casting Process and Product	87324.1645	60316679.2	3/19/2003	Germany	Granted
<input type="checkbox"/> Casting Process and Product	87324.1648	03719406.5	3/13/2003	United Kingdom	Granted
<input type="checkbox"/> Casting Process and Product	87324.1646	03719406.5	3/19/2003	Italy	Granted
<input type="checkbox"/> Casting Process and Product	87324.1647	03719406.5	3/19/2003	Spain	Granted
<input type="checkbox"/> Cooler Reservoir/Filter Holder	87324.1580	08/377,159	1/24/1995	United States of America	Granted
<input type="checkbox"/> Die Casting Method System and Die Cast Product	87324.1841	US04/42289	12/16/2004	Patent Cooperation Treaty	Published
<input type="checkbox"/> Friction Welded Rack and Pinion	87324.1941	11/507,440	8/22/2006	United States of America	Published

Steering Apparatus						
Ⓢ In Situ Slurry Formation and Delivery to Die Cast Machines	87324.1921	11/472,381	6/22/2006	United States of America	Published	
In-Situ Slurry Formation and Delivery Apparatus and Method	87324.1922	06017526.2	8/23/2006	European Patent Convention	Published	
Magnesium Alloy and Methods for Making	87324.1885	PAA2006010620	3/8/2005	Mexico	Pending	
Ⓢ Magnesium Alloy and Methods for Making	87324.1884	05725054.0	3/8/2006	European Patent Convention	Published	
Ⓢ Method and Apparatus for Vacuum Measurement During Die Casting	87324.1820	10/739,580	12/19/2003	United States of America	Granted	Ⓢ
Ⓢ Method and Apparatus for Vacuum Measurement During Die Casting	87324.1822	04821762.4	12/15/2004	European Patent Convention	Published	
Optimized Tooling Design for Vertical Die Casting Machines	87324.2001	11/727,449	3/27/2007	United States of America	Published	
Optimized Tooling Design for Vertical Die Casting Machines	87324.2003	MXA2007003710	3/28/2007	Mexico	Pending	
Ⓢ Semi-Solid and Squeeze Casting Process	87324.1783	11/366,513	3/3/2006	United States of America	Granted	Ⓢ
Ⓢ Semi-Solid Casting Process of Aluminum Alloys with a Grain Refiner	87324.1740	10/622,775	7/21/2003	United States of America	Granted	Ⓢ
Ⓢ Semi-Solid Metal Casting Process of Hypereutectic Aluminum	87324.1761	US04/22754	7/15/2004	Patent Cooperation Treaty	Published	
Ⓢ Semi-Solid Metal Casting Process of Hypereutectic Aluminum	87324.1760	10/619,143	7/15/2003	United States of America	Granted	Ⓢ

Alloys						
Ⓢ Semi-Solid Metal Casting Process of Hypoeutectic Aluminum Alloys	87324.1700	10/426,799	5/1/2003	United States of America	Granted	
Ⓢ Squeeze and Semi Solid Metal (SSM) Casting of Aluminum-Copper (206) Alloy	87324.1861	11/079,106	3/15/2005	United States of America	Granted	
Squeeze and Semi Solid Metal (SSM) Casting of Aluminum-Copper (206) Alloy	87324.1864	05725540.8	3/15/2005	European Patent Convention	Published	
Squeeze and Semi Solid Metal (SSM) Casting of Aluminum-Copper (206) Alloy	87324.1865	PAA2006010621	3/15/2005	Mexico	Pending	
Squeeze and Semi Solid Metal (SSM) Casting of Aluminum-Copper (206) Alloy	87324.1866	200580015582	3/15/2005	China (Peoples Republic)	Published	
Ⓢ Squeeze Cast Method of Magnesium Alloy	87324.1881	10/950,491	9/28/2004	United States of America	Granted	
* Squeeze Cast Rear Suspension Components Using ADC12-T4 Aluminum Alloy	87324.1983	07754006.0	3/26/2007	European Patent Convention	Pending	
Squeeze Cast Rear Suspension Components Using ADC12-T4 Aluminum Alloy	87324.1981	11/727,234	3/26/2007	United States of America	Published	
Squeeze Cast Rear Suspension Components Using ADC12-T4 Aluminum Alloy	87324.1982	US07/07429	3/26/2007	Patent Cooperation Treaty	Published	
Ⓢ Welded Multiple Piece	87324.1901	11/472,382	6/22/2006	United States of America	Pending	

Cast Control Arm					
Welded Multiple Piece Cast Control Arm	87324.1902	06017527.0	8/23/2006	European Patent Convention	Granted
Welded Multiple Piece Cast Control Arm	87324.1903	06017527.0	8/23/2006	Germany	Granted
Welded Multiple Piece Cast Control Arm	87324.1904	06017527.0	8/23/2006	United Kingdom	Granted

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Contech Casting Group – Software Summary

Application Name	Application Provider	Application Description
B&L ERP System	B&L	ERP System and related management applications
NGS	New Generation Systems	Reporting tool for B&L
Trusted Link	Inovis	EDI software translation tool
Microsoft Office Suite	Microsoft	Word processing, spreadsheets, databases, presentation tools
Microsoft Server	Microsoft	Windows Server 2003, supports Active Directory environment
Domino Server	IBM/Lotus	Server application for email and collaboration
Domino Designer/Administrator	IBM/Lotus	Support applications used for support of the Domino environment
QSI Quality System	IBS	Quality management application running on Domino
Lotus Notes Clients	IBM/Lotus	Client licenses required for Domino
End Point Protection	Symantec	Antivirus and desktop protection
Kronos Time & Attendance	Kronos	Time keeping and attendance system, interfaces with payroll application
Blackberry Server	RIM	Provides real time delivery of email to Blackberry devices
Inventors Series	Autodesk	AutoCAD suite of software used by Engineering
Magma	Magma Foundry Tech.	Casting process simulation
Catia	Dassault	3D CAD and modeling
Spinfire	Actify	3D CAD viewer
I-DEAs	Siemens	3D CAD and modeling
SolidWorks	Dassault	3D CAD and modeling
Unigraphics	Siemens	3D CAD and modeling
ProEngineering	Parametric Technologies	3D CAD and modeling

In addition to purchased software programs and licenses, there are numerous internally developed software applications throughout Contech that are tailored to specific types of equipment or operations. These include but are not limited to:

- Coordinate Measuring Machines (CMM) and other measurement systems
- Machining operations

- Heat Treatment Operations
- Fluoroscopic Quality Machines (X-Ray)
- Die Casting Machine Operations
- Robotic Operations
- Assembly and Testing Operations
- Metal Melting and Controls

Important information regarding software maintenance

There are several significant applications that are not up to date with software maintenance. This may affect the ability to transfer licenses/ownership to a different company. This is most significant as it relates to Kronos Time & Attendance, QSI Quality Systems, and various engineering applications. These situations are typically corrected by compensating the software company for all periods of missed maintenance.

CONTECH US LLC

IT Platforms

Primary Platform	Operating System	Application Software
AS/400	OS/400	BLIS/400 (ERP); Kronos (time and attendance)
Intel-Based Servers	Windows Servers W2000, W2003	Notes/Domino (QSI – QS 9000 quality system) Microsoft Active Directory (file and print serving)
IBM/Dell Desktop/Laptops	Windows 2000/ Windows XP	Corporate standard office suite Symantec End Point Protection BEST (fixed assets) IDEAS MAGMA
Intel-Based Servers/Desktops	UNIX	CATIA IDEAS

IT Platform Locations

- Lotus Notes e-mail is maintained at the corporate headquarters in Portage, MI.
- The AS/400 is located at the corporate headquarters in Portage, MI.
- The Active Directory and Notes/Domino servers are located at each plant.
- Engineering systems are located in Portage.

IT Organization

- John Beffel, Director of Information Technology
- Al Walt, Senior Application Specialist – ERP BLIS/400
- Dan Hertel, Senior Application Specialist – ERP BLIS/400
- John Albery, Senior Notes/Domino Developer and Administrator
- Eric Nitz, Senior Technical Specialist, Desktop/Network
- Justing Johnson, IT Intern, Desktop/Network

IT Strategic Planning Process and Budget Process

- Under normal circumstances, capital expenditures (i.e. system upgrades, etc.) are reviewed with the Director of Finance in advance of the project inception.

Current IT Projects

- Evaluation of VMWare, server virtualization application
- Testing B&L R6.4 for possible system upgrade
- Initial evaluation of Windows Server 2008

IT Project Initiation/Approval Process

- All IT projects are approved by the IT Director.
- IT projects are collaboratively initiated between IT and user departments.
- System changes are tracked using the IT System Change Management application.
- On the AS/400 (BLIS/400), we do not make any changes to program logic which updates non-EDI production databases.
- Because of the uniqueness of our EDI environment, we do make EDI-related changes to program logic which effect production databases (AS/400).
- Report modifications or information requests are evaluated by the appropriate IT staff member and, depending on the effort required, the IT staff member may proceed with the request or make a recommendation to the IT Director.
- There is no formal request process.

System Security and Authorization

- User profiles are created on the AS/400 for each individual user.
- Application authorization needs to be specifically granted (i.e. a shipping clerk will not have authorization to general ledger.)
- Group profiles (i.e. a shipping clerk has the following authorities) are used.
- Requests are made through a change of status. HR completes a change of status form which is forwarded to IT. IT reviews each request for reasonableness.
- When an employee is terminated, the change of status is forwarded to IT and the employee is deregistered.
- Functional management is responsible for changing user access if job responsibilities change.

Physical Security

- Systems are in locked rooms requiring key entry. Only appropriate personnel have keys access.
- Physical access to the AS/400 is controlled/monitored by the Portage IT employees (Beffe\Nitz\Albery\Johnson).
- Physical access to servers is controlled/monitored by the Portage IT employees (Beffe\Nitz\Albery\Johnson).
- There is no formal review process in place by management.

IT Contract Commitments

- There are no on-going costs of IT contract (non-maintenance) commitments
- Software maintenance on software is renewed annually on selected applications
- Kronos Time and Attendance was not renewed for 2009 and may require significant expense to allow the transfer of the existing license to a new company.

System Backup & Recovery

- Daily backups and weekly full-system backups are taken and the tapes are sent to a service located off-site.
- In the event of a disaster, CONTECH would purchase a new or used system and restore the backup tapes. The AS/400 technology is readily available and it's estimated that the replacement system could be running within 1 to 2 weeks.
- During the 1 to 2 weeks of downtime, the business would proceed on a manual basis. CONTECH's customer base is limited and the production process is not computer-system dependent. Customer releases and daily shipments would proceed unabated.

AMENDED AND RESTATED LICENSE AGREEMENT

This Amended and Restated License Agreement entered into with effect as of the 24th day of June, 2008 ("Effective Date"), which amends and replaces in its entirety that certain License Agreement dated September 1, 2005 between ALCAN BDWG GmbH & Co. KG and Contech Division of SPX Corporation, is

BETWEEN : ALCAN Technology & Management AG, a Swiss company (hereinafter referred to as "ALCAN")

AND: Contech U.S. L.L.C. having an office at 8001 Angling Road, Suite 100, Portage, MI 49024 (hereinafter referred to as "CONTECH")

WHEREAS ALCAN has developed certain technology for producing thin wall structural castings known as the "High-Q-Cast process"; and

WHEREAS ALCAN either owns or has the right to grant licenses under certain patents and technical information which are related to the production of thin wall structural aluminum and aluminum alloy castings and methods of producing such castings known as the High-Q-Cast process; and

WHEREAS ALCAN desires to supply components to automotive manufacturers in North America, Europe and elsewhere and desires that some of such components may be supplied by Contech; and

WHEREAS the parties have entered into that certain Amended and Restated Purchase Agreement dated June 24, 2008 (the "Purchase Agreement"); and

WHEREAS ALCAN now desires to grant to CONTECH, and CONTECH now desires to acquire from ALCAN a license to use the High-Q-Cast process on diecasting machines in North America to produce aluminum and aluminum alloy component castings and to sell such castings pursuant to the following terms and conditions; and

NOW THEREFORE, the Parties hereto agree as follows:

1.0 PREAMBLE

The preamble hereto shall be considered an integral part of this Agreement.

2.0 DEFINITIONS

As used herein, the following terms shall have the following meanings

- ~~2.1 "Agreement" shall mean this Amended and Restated License Agreement and all other documents that are made a part hereof.~~
- 2.2 "Affiliate" shall mean any corporation, firm, partnership, proprietorship or other form of business entity that owns, is owned by or is under common control with the party.
- 2.3 "Confidential Information" shall mean the non-public information disclosed to CONTECH by ALCAN relating to the High-Q-Cast process. ALCAN may in its sole discretion file a patent application covering any inventions disclosed as part of the confidential information.
- 2.4 "Effective Date" shall be the date first entered in the preamble.
- 2.5 "Patents" shall mean the patents (including any reissue or reexamination thereof), patent registrations and applications (including any continuation, continuation-in-part, division or substitution thereof) listed in Appendix 1 hereto. The Patents shall also include any patent

application or patents on any invention added to Appendix 1 under the provisions of Section 4.2 of this Agreement.

2.6 "Product" shall mean an aluminum or aluminum alloy casting which was developed or produced using some or all of the Confidential Information and/or an invention claimed in the Patents.

2.7 "Party" shall mean ALCAN or CONTECH as applicable.

3.0 RIGHTS GRANTED

3.1 ALCAN hereby grants to CONTECH and CONTECH hereby accepts subject to the terms and conditions of this Agreement a non-exclusive, limited royalty-free license to use the Patents and Confidential Information to make Products on diecasting machines located in North America and to sell or offer for sale Products in the United States, Canada and Mexico.

3.2 All licenses granted under this Agreement are personal, non-exclusive and non-transferable, except as provided herein, and shall be subject to all terms and conditions herein set forth and apply only to the extent herein specified and defined.

3.3 CONTECH shall have no right to sub-license any rights granted under this Agreement or any part thereof as long, without obtaining the express written consent of ALCAN.

4.0 MAINTENANCE OF PATENTS

4.1 If ALCAN elects to allow any patent application or patent in the Patents to become abandoned or lapse, any such patent application or patent will no longer be included in the Patents.

4.2 ALCAN may in its sole discretion file patent applications on any inventions disclosed in the Confidential Information. In such case the newly filed patent application and any patents that issue thereon shall not be added to the Patents unless specifically agreed upon by ALCAN in a written amendment to Appendix 1.

5.0 PURCHASE OF EQUIPMENT

Contech shall purchase equipment from ALCAN or its suppliers as may be required to establish the High-Q-Cast process for series production and to fulfill its obligations under the Purchase Agreement. Such purchases shall be pursuant to the terms of separately signed agreement(s) ~~based on the then-current price list.~~

6.0 TECHNICAL ASSISTANCE

6.1 ALCAN may provide reasonable technical assistance ("Technical Assistance") to CONTECH under mutually agreeable terms.

6.2 CONTECH shall pay the following fees and expenses for the Technical Assistance provided under this Section 6.0:

6.2.1 All reasonable costs for travel, lodging and other incidental expenses incurred by its own personnel if such personnel visits ALCAN's or its Affiliate's facility.

6.2.2 All reasonable costs for travel, lodging and other expenses incurred by ALCAN personnel if such services are provided in any location away from the ordinary place of business of the person rendering the services. *Contech will approve travel and lodging arrangements prior to travel.*

6.2.3 Costs related to any technical training which may be provided by ALCAN under mutually agreeable terms.

6.2.4 Set up support at the time of equipment installation at a cost of One thousand seven hundred and eighty-six (\$1,786) US Dollars per person per day.

6.2.5 Process engineering support at the start up of the production of diecast parts at a cost of Two thousand five hundred and sixty-three (\$2,563) US Dollars per person per day.

6.2.6 Computer simulation support at a cost of One Thousand five hundred and fifty-three (\$1,553) US Dollars per person per day.

6.2.7 Information transfer from ALCAN to CONTECH pursuant to any Technical Services or otherwise shall be understood to be "Confidential Information".

7.0 INTENTIONALLY OMITTED

8.0 INTENTIONALLY OMITTED

9.0 LITIGATION

9.1 CONTECH shall have no right to commence any litigation asserting infringement or unauthorized use of the Patents and Confidential Information licensed under this Agreement.

9.2 I If any unlicensed third party shall make, use or sell Products in competition with CONTECH in the United States and if CONTECH shall give written notice to ALCAN with respect to such unlicensed competition and furnish ALCAN a sample of such third party's product, then ALCAN may in its sole discretion take such action as is available to terminate such unlicensed competition. If ALCAN prosecutes a legal action against such unlicensed third party, then the costs of such prosecution shall be at ALCAN's own expense and it will receive for itself any recovery obtained in such action. CONTECH will render without charge reasonable assistance to ALCAN in prosecuting such action.

10. TERM OF AGREEMENT

This Agreement shall be effective from the Effective Date and shall continue without interruptions unless earlier terminated as provided in Section 11.0.

11.0 TERMINATION

11.1 If CONTECH defaults in the performance of any material terms and provisions of this Agreement or the Purchase Agreement, and does not cure such default within one (1) month following written notification of such default from ALCAN, then ALCAN may give written notice to CONTECH of its intention to terminate this Agreement. This Agreement shall terminate on the date specified on such notice which shall not be less than thirty (30) days following the date of such notice.

11.2 Termination shall not prejudice any remedy or cause of action or claim of ALCAN accrued or to accrue against CONTECH on account of any such default by CONTECH.

11.3 CONTECH may terminate this Agreement by providing written notice to ALCAN.

11.4 Upon termination of this Agreement pursuant to this Section 10.0 CONTECH shall cease all use of the Patents and Confidential Information.

12.0 SURVIVAL OF OBLIGATIONS

Unless otherwise agreed in writing by the Parties, the rights and obligations of the Parties under Sections 9, 11, 12, 14, 22 and 24 shall survive the termination of this Agreement.

13.0 REPRESENTATIONS

Each Party hereto represents that it has full power and authority to enter into this Agreement and to perform all obligations hereunder.

14.0 DISCLAIMER OF WARRANTY

14.1 ALCAN expressly disclaims all and any liability or responsibility whatsoever for any loss or damage arising out of the use of the Confidential Information, Patents, and/or Technical Assistance and any Product developed, produced and/or sold by CONTECH. ALCAN DOES NOT WARRANT THAT THE CONFIDENTIAL INFORMATION, PATENTS, AND/OR TECHNICAL ASSISTANCE, OR THAT ANY PRODUCT IS OR WILL BE OF MERCHANTABLE QUALITY OR FIT FOR ANY PARTICULAR PURPOSE FOR WHICH IT MAY BE BOUGHT OR USED. ALCAN shall in no event be liable to CONTECH or any other person for any damage, injury or loss, moving loss of use, or for any direct or indirect, incidental or consequential damages.

14.2 CONTECH hereby agrees to indemnify, defend and hold ALCAN harmless from any and all claims, losses, suits, costs, expenses, damages and liability arising from the manufacture or sale by CONTECH of Products or the use of Products by customers of CONTECH provided that CONTECH shall have no responsibility to indemnify and hold ALCAN harmless for any claims, losses, costs, suits expenses, damages and liability arising from the gross negligence or willful acts of ALCAN.

15.0 TRADEMARK TRADE NAME AND LOGO

No right is conveyed to CONTECH under this Agreement for the use, either directly, indirectly by implication or otherwise, of any trademark, trade name or logo owned by ALCAN, Rio Tinto Alcan Inc. or their Affiliates. In particular but not by way of limitation, CONTECH agrees that it will not use in any manner the trademark "Alcan" or "Alcan and design" without the express written consent of ALCAN's parent Rio Tinto Alcan Inc.

16.0 NON-WAIVER

The failure of any party to insist in anyone or more instances upon the strict performance of any one or more of the obligations of this Agreement or to exercise any election herein contained, shall not be construed as a waiver for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election. No waiver of any breach or default of this Agreement shall be held to be a waiver for any subsequent breach.

17.0 NO REPRESENTATION, WARRANTY BY ALCAN

Nothing in this Agreement shall be construed as:

- 17.1 A warranty or representation by ALCAN as to the validity or scope of any of the Patents licensed hereunder; or
- 17.2 A warranty or representation that any Product made, used, sold or otherwise disposed of under any license granted under this Agreement is or will be free from infringement of patents of third parties; or
- 17.3 An obligation on the part of ALCAN to bring or prosecute actions or suits against third parties for infringement.

18.0 NO PARTNERSHIP, JOINT VENTURE

The Parties to this Agreement agree and acknowledge that the Agreement does not create partnership, joint venture or any other relationship between ALCAN and CONTECH save the relationship specifically set out herein and solely for the limited purposes described herein.

19.0 NOTICES

Any notice, consent or other instrument required or permitted to be given by one Party to the other Party hereunder (except royalty reports and payments) shall be in writing and shall be delivered or sent by registered mail and shall be deemed received five (5) days following prepaid mailing to the other Party at the addresses set forth below:

To ALCAN: Alcan Technology & Management AG
c/o Alcan Products Corporation
46555 Magellan
Novi, Michigan 48377-2442
ATTN: Purchasing Manager

with a copy to:

Rio Tinto Alcan Inc.
Legal Department
8770 West Bryn Mawr
Chicago, IL 60631

To CONTECH: Contech U.S. L.L.C.
8001 Angling Road, Suite 100
Portage, MI 49024 U.S.A

Any party may change the notice address by giving written notice to the other Party.
If sent by telefax, a confirmed copy of such shall be sent by regular mail to the addressee.

20.0 ASSIGNMENTS

The Parties have entered into this Agreement in consideration of their mutual interests and are unwilling to proceed on the basis set out herein with any other person or company. Accordingly, no Party may assign this Agreement or any of their rights and obligations hereunder without the prior written consent of the other Party, except that ALCAN may assign this Agreement to an

ALCAN Affiliate or to the successor of all or substantially all of its assets without obtaining CONTECH's consent.

21.0 ENTIRE AGREEMENT, AMENDMENTS

This Agreement and the Appendices hereto constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written of the Parties, and there are no representations, warranties or conditions expressed or implied or otherwise between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment of the terms and conditions herein shall be binding unless it is in writing and signed by duly authorized representatives of all Parties.

22.0 DISPUTE RESOLUTION

In the event of a claim, disagreement or dispute between ALCAN and CONTECH as to the interpretation of any provisions of this Agreement or the performance of each or either hereunder, either party shall, upon written request, cause such claim, dispute or disagreement to be referred to an employee representative chosen by the management of CONTECH and an employee representative chosen by the management of ALCAN for resolution, provided that neither individual so chosen shall have direct operational involvement with the business conducted under this Agreement. The two individuals so chosen will be representatives of their respective employer, authorized to promptly meet and in good faith investigate into, negotiate and agree upon a binding settlement of the dispute. If said representatives are unable to agree on a resolution of the claim, dispute, or disagreement within fifteen (15) calendar days from the day such claim, dispute, or disagreement is submitted to them, then, and in such event, the matter shall, at the option of either party, be submitted to a court of appropriate jurisdiction.

23.0 HEADINGS

The division of this Agreement into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

24.0 GOVERNING LAW

This Agreement shall be governed, construed and interpreted according to the internal laws of the State of Michigan without application of any provisions relating to the conflict of laws. Any provision in this Agreement prohibited by law or by court decree shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement

IN WITNESS WHEREOF duly authorized representatives of the Parties hereto have signed duplicate copies of this Agreement.

CONTECH U.S. L.L.C.

Bruce Eder

By: Bruce E. Eder

Title: CFO

ALCAN TECHNOLOGY & MANAGEMENT AG

Wolfgang Schmitz

By: Wolfgang Schmitz

Title: Vice President

Appendix 1

PATENT SCHEDULE

The licenses contained in the Agreement extend to the following US Patents:

	NAME	US Patent	EU Patent (<i>for reference only, license does not extend to EU Patents or to Europe</i>)
1	Process for manufacturing diecast parts (also referenced as "Hi-Q Cast")	US 6024158	EP 0759825
4	Pressure die-casting machine and process for lubricating the injection pistol (also referenced as "shot sleeve lubrication application system")	US 7040375	EP 1478480
5	Method for controlling a vacuum valve of a vacuum diecasting device and vacuum diecasting device	US 6948549	EP 1425123

SCHEDULE 2.2

EXCLUDED ASSETS

Cash.

Pension assets.

Prepaid insurance in the amount of \$439,772.55.

Items on Schedule 5.13

That equipment that is owned by Key Equipment Finance Inc. ("Key") and that Key leased to Contech LLC or any other debtor in the Chapter 11 Case pursuant to: (i) a June 27, 2003 Master Lease together with Riders 1 and 2 thereto (collectively, the "Master Lease") originally between LaSalle National Leasing Corporation ("LaSalle") as lessor and SPX Corporation ("SPX") as lessee, (ii) Equipment Schedule No. Contech-2 (dated May 28, 2004) together with Riders 1 and 2 thereto (collectively, "Schedule 2") and (iii) Equipment Schedule No. Contech-3 (dated May 28, 2004) together with Riders 1 and 2 thereto (collectively, "Schedule 3"). LaSalle assigned its lessor's interest in the Master Lease, Schedule 2 and Schedule 3 to Key, and SPX assigned its lessee's interest in the Master Lease, Schedule 2 and Schedule 3 to Contech LLC. Schedules 2 and 3 to the Master Lease expired according to their terms on June 1, 2009.

SCHEDULE 2.3

ASSUMED LIABILITIES

Shared Services Agreement between Contech, LLC and Contech Operating UK Limited dated June 2, 2009, whereby Contech agrees to provide transition IT services to its former UK subsidiary for a period of up to 90 days.

Section 7.6 of the Share Purchase Agreement between Contech, LLC and HICORP 46 Limited, which permits the Purchaser of Contech's UK subsidiary to use the Contech name for a transition period of up to 120 days.

ASSIGNED CONTRACTS

Banc of America Lease.

Lease with CIT Technology/Adams Remco for a Toshiba Copier, Serial # 900-0123598-000, with a cure amount of \$470.80.

Lease with Adams Remco for a Toshiba Copier, serial # 900-0119463-000, with a cure amount of \$289.56.

Lease with Wells Fargo Financial for a Tennant Scrubber, serial #M20-1341.

Lease with USBank Corp./Perry Corp. for a Kyocera Copier 5050, serial # 5000167222000, with a cure amount of \$428.96.

Lease with Adams Remco for a Toshiba copier, serial #900-0127448-000, with a cure amount of \$173.86.

Lease with Wells Fargo Financial for 1 Gene Boom, with serial #Z30N004179.

Lease with Wells Fargo Financial for a Scrubber, serial #T20-1619.

Lease with Wells Fargo Financial for 1 forklift, serial # A28X00249.

Lease with Wells Fargo Financial for 1 forklift, serial #A28X00246.

SCHEDULE 3.3

CONSENTS, ETC., NOT OBTAINED

Approval by the sole member of Contech US, LLC

Approval by the Bankruptcy Court

SCHEDULE 3.4
OUTSTANDING JUDGMENTS, ETC.

None.

SCHEDULE 3.10
EMPLOYEE BENEFIT PLANS.



Benefits Information

- ❑ Medical Coverage – Blue Cross Blue Shield of Michigan
 - ❖ Employee
 - ❖ Employee plus spouse
 - ❖ Employee plus children
 - ❖ Employee plus family
 - ❖ Prescription Drug Coverage
 - ❖ 24-Hour Nurse Line

- ❑ Dental – Aetna
 - ❖ Employee
 - ❖ Employee plus spouse
 - ❖ Employee plus children
 - ❖ Employee plus family

- ❑ Vision – Vision Service Plan
 - ❖ Employee
 - ❖ Employee plus spouse
 - ❖ Employee plus children
 - ❖ Employee plus family

- ❑ 401k – Principal Financial Group
- ❑ Basic Life Insurance – Aetna
- ❑ Supplemental Life Insurance - Aetna
- ❑ Spouse Life Insurance - Aetna
- ❑ Child Life Insurance - Aetna
- ❑ Basic AD&D Insurance - Aetna
- ❑ Critical Illness – MetLife
- ❑ Group Auto and Home Insurance – MetLife
- ❑ Legal Services – Hyatt Legal
- ❑ Identity Theft Insurance – Hyatt Legal
- ❑ Flexible Spending Accounts - Playflex
- ❑ Tuition Reimbursement
- ❑ Safety Shoe Reimbursement
- ❑ Prescription Safety Glasses Program
- ❑ Vacation
- ❑ Paid Holidays
- ❑ Short Term Disability
- ❑ Long Term Disability
- ❑ Gym Membership Reimbursement
- ❑ Wellness Program
- ❑ Employee Assistance Program

SCHEDULE 3.11
FINANCIAL STATEMENTS



A Marathon Automotive Group Company

2008 Financials

(Final as of 2-16-09)

CONTECH - A Marathon Automotive Group Company
Consolidated Financials
2008 Income Statement - MTD
(\$000,s)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Net Sales	24,624	23,977	22,178	26,470	21,399	23,194	17,019	17,488	15,985	20,938	15,007	10,916	239,195
Material & O/S Process	10,775	9,886	8,860	11,694	9,226	9,846	7,674	7,016	7,281	9,420	6,724	4,110	102,512
Direct Labor	1,829	1,602	1,790	2,039	1,579	1,721	1,500	1,289	1,288	1,679	1,372	1,051	18,740
Overhead	11,755	11,183	10,109	12,395	10,581	10,539	11,228	9,919	9,189	10,272	9,450	7,494	124,113
Gross Margin	285	1,306	1,419	342	13	1,088	(3,383)	(736)	(1,773)	(433)	(2,539)	(1,739)	(6,170)
% of Sales	1.1%	5.4%	6.4%	1.3%	0.1%	4.7%	-19.9%	-4.2%	-11.1%	-2.1%	-16.8%	-15.9%	-2.6%
SG&A	1,286	1,293	853	1,389	1,135	1,040	915	1,035	910	1,156	806	2,325	14,143
R&D	10	17	17	19	22	14	15	16	15	17	14	20	198
Sub-total	1,296	1,310	870	1,408	1,157	1,054	930	1,051	925	1,173	820	2,345	14,339
% of Sales	5.3%	5.5%	3.9%	5.3%	5.4%	4.5%	5.5%	6.0%	5.8%	5.6%	5.5%	21.5%	6.0%
Operational Income	(1,031)	(4)	549	(1,066)	(1,144)	34	(4,313)	(1,787)	(2,698)	(1,606)	(3,359)	(4,084)	(20,509)
Loss / (Gain) Disposals	-	(1)	-	-	4	-	14	-	-	-	-	77	94
Restructuring of Operations	-	-	-	-	-	1,176	175	20	-	-	-	57,819	59,190
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	122
Agent Fees Amortization	10	11	11	5	15	10	10	10	10	10	10	10	2,112
Management Fees	193	45	300	177	176	154	176	195	174	178	183	161	(187)
Foreign Exchange (Gain) / Loss	-	-	-	-	-	-	-	-	-	522	148	441	1,111
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	203	55	311	182	195	1,340	375	225	184	710	341	58,321	62,442
EBIT	(1,234)	(59)	238	(1,248)	(1,339)	(1,306)	(4,688)	(2,012)	(2,882)	(2,316)	(3,700)	(62,405)	(82,951)
% of Sales	-5.0%	-0.2%	1.1%	-4.7%	-6.3%	-5.6%	-27.5%	-11.5%	-18.0%	-11.1%	-24.7%	-571.7%	-34.7%
Interest Expense	847	617	668	718	579	576	760	782	781	905	680	725	8,638
Interest Amortization	59	41	50	51	51	51	52	52	53	53	54	152	719
Interest (Income)	(14)	(4)	(17)	(1)	(1)	(1)	(4)	(6)	(5)	(4)	(7)	-	(64)
Interest Net	892	654	701	768	629	626	808	828	829	954	727	877	9,293
IBT	(2,126)	(713)	(463)	(2,016)	(1,968)	(1,932)	(5,496)	(2,840)	(3,711)	(3,270)	(4,427)	(63,282)	(92,244)
Income Taxes	-	-	-	260	20	115	-	20	115	-	312	144	986
Net Income	(2,126)	(713)	(463)	(2,276)	(1,988)	(2,047)	(5,496)	(2,860)	(3,826)	(3,270)	(4,739)	(63,426)	(93,230)
EBIT	(1,234)	(59)	238	(1,248)	(1,339)	(1,306)	(4,688)	(2,012)	(2,882)	(2,316)	(3,700)	(62,405)	(82,951)
Loss / (Gain) Disposals	-	(1)	-	-	4	-	14	-	-	-	-	77	94
Restructuring of Operations	-	-	-	-	-	-	-	-	-	-	-	57,809	57,809
Depreciation	1,975	1,976	1,976	1,973	1,975	1,977	1,977	1,965	1,966	1,949	1,931	2,518	24,158
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	10	11	11	5	15	10	10	10	10	10	10	10	122
Management Fees	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
EBITDA	901	2,077	2,375	880	805	831	(2,537)	113	(756)	(207)	(1,809)	(1,841)	1,032
% of Sales	3.7%	8.7%	10.7%	3.3%	3.8%	3.6%	-14.9%	0.6%	-4.7%	-1.0%	-10.7%	-16.8%	0.4%

CONTECH - A Marathon Automotive Group Company
US Financials
2008 Income Statement - MTD
(\$000,s)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Net Sales	21,809	21,200	19,457	22,795	18,561	20,239	14,522	16,126	14,281	19,218	13,552	10,514	212,274
Material & O/S Process	9,700	8,776	7,690	10,021	7,985	8,604	6,616	8,556	8,521	8,633	6,213	3,916	91,231
Direct Labor	1,677	1,465	1,645	1,847	1,440	1,556	1,356	1,207	1,190	1,572	1,295	984	17,235
Overhead	10,588	10,026	9,025	11,138	9,411	9,466	10,166	9,100	8,563	9,547	8,566	7,191	112,786
Gross Margin	(156)	933	1,097	(211)	(275)	613	(3,616)	(737)	(1,993)	(534)	(2,522)	(1,577)	(8,978)
% of Sales	-0.7%	4.4%	5.6%	-0.9%	-1.5%	3.0%	-24.9%	-4.6%	-14.0%	-2.8%	-18.6%	-15.0%	-4.2%
SG&A	1,160	1,176	731	1,251	1,014	922	800	928	801	1,060	720	975	11,538
R&D	10	17	17	19	22	14	15	16	15	17	14	20	196
Sub-total	1,170	1,193	748	1,270	1,036	936	815	944	816	1,077	734	995	11,734
% of Sales	5.4%	5.6%	3.8%	5.6%	5.6%	4.6%	5.6%	5.9%	5.7%	5.6%	5.4%	9.5%	5.5%
Operational Income	(1,328)	(260)	349	(1,481)	(1,311)	(323)	(4,431)	(1,681)	(2,809)	(1,611)	(3,256)	(2,572)	(20,712)
Loss / (Gain) Disposals	-	(1)	-	-	4	-	14	-	-	-	-	77	94
Restructuring of Operations	-	-	-	-	-	1,176	175	20	-	-	-	57,819	59,190
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	10	11	11	5	15	10	10	10	10	10	10	10	122
Management Fees	193	45	300	177	176	154	176	195	174	178	183	181	2,112
Foreign Exchange (Gain) / Loss	-	-	-	-	-	-	-	-	-	-	-	(187)	(187)
Restructuring of Capital	-	-	-	-	-	-	-	-	-	522	148	441	1,111
Sub-total	203	55	311	182	195	1,340	375	225	184	710	341	58,321	62,442
EBIT	(1,529)	(315)	38	(1,663)	(1,506)	(1,663)	(4,806)	(1,906)	(2,993)	(2,321)	(3,597)	(60,893)	(83,154)
% of Sales	-7.0%	-1.5%	0.2%	-7.3%	-8.1%	-8.2%	-33.1%	-11.8%	-21.0%	-12.1%	-26.5%	-579.2%	-39.2%
Interest Expense	821	591	642	692	553	552	736	760	759	885	662	709	8,362
Interest Amortization	59	41	50	51	51	51	52	52	53	53	54	152	719
Interest (Income)	(14)	(4)	(9)	(1)	(1)	(1)	(4)	(6)	(5)	(4)	(1)	(1)	(47)
Interest Net	866	628	687	742	603	602	784	806	807	934	715	860	9,034
IBT	(2,395)	(943)	(649)	(2,405)	(2,109)	(2,265)	(5,590)	(2,712)	(3,800)	(3,255)	(4,312)	(61,753)	(92,188)
Income Taxes	-	-	-	260	20	115	-	20	115	-	-	135	685
Net Income	(2,395)	(943)	(649)	(2,665)	(2,129)	(2,380)	(5,590)	(2,732)	(3,915)	(3,255)	(4,312)	(61,888)	(92,853)
EBIT	(1,529)	(315)	38	(1,663)	(1,506)	(1,663)	(4,806)	(1,906)	(2,993)	(2,321)	(3,597)	(60,893)	(83,154)
Loss / (Gain) Disposals	-	(1)	-	-	4	-	14	-	-	-	-	77	94
Restructuring of Operations	-	-	-	-	-	-	-	-	-	-	-	57,809	57,809
Depreciation	1,819	1,819	1,819	1,819	1,819	1,819	1,819	1,819	1,819	1,819	1,819	2,403	22,412
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	10	11	11	5	15	10	10	10	10	10	10	10	122
Management Fees	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
EBITDA	450	1,664	2,018	311	482	316	(2,813)	73	(1,014)	(342)	(1,618)	(444)	(917)
% of Sales	2.1%	7.8%	10.4%	1.4%	2.6%	1.6%	-19.4%	0.5%	-7.1%	-1.8%	-11.9%	-4.2%	-0.4%

CONTECH - A Marathon Automotive Group Company
US Casting (Includes Portage) Financials
2008 Income Statement - MTD
(\$000,s)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Net Sales	17,170	17,072	15,214	17,053	14,308	15,734	10,346	11,321	9,510	13,003	9,163	6,866	156,760
Material & O/S Process	7,287	6,882	5,834	7,345	5,775	6,518	4,103	4,338	4,290	5,630	3,780	1,966	63,348
Direct Labor	1,114	986	1,152	1,223	956	1,060	853	767	715	934	715	560	11,035
Overhead	8,305	8,004	6,924	8,661	7,355	7,202	8,018	6,846	6,488	6,935	6,753	5,944	87,435
Gross Margin	464	1,400	1,504	(176)	222	954	(2,628)	(630)	(1,983)	(496)	(2,085)	(1,604)	(5,058)
% of Sales	2.7%	8.2%	9.9%	-1.0%	1.6%	6.1%	-25.4%	-5.6%	-20.9%	-3.8%	-22.6%	-23.4%	-3.2%
SG&A	881	923	540	933	744	685	558	698	522	754	511	347	8,096
R&D	10	17	17	18	22	14	15	16	15	17	14	20	196
Sub-total	891	940	557	952	766	699	573	714	537	771	525	367	8,292
% of Sales	5.2%	5.5%	3.7%	5.6%	5.4%	4.4%	5.5%	6.3%	5.6%	5.9%	5.7%	5.3%	5.3%
Operational Income	(427)	460	947	(1,126)	(544)	255	(3,201)	(1,344)	(2,520)	(1,267)	(2,610)	(1,971)	(13,350)
Loss / (Gain) Disposals	-	(1)	-	-	4	-	10	-	-	-	-	-	13
Restructuring of Operations	-	-	-	-	-	1,066	175	-	-	-	-	46,930	48,171
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	10	11	11	5	15	10	10	10	10	10	10	10	122
Management Fees	193	45	300	177	176	154	176	195	174	178	183	161	2,112
Foreign Exchange (Gain) / Loss	-	-	-	-	-	-	-	-	-	-	-	(187)	(187)
Restructuring of Capital	-	-	-	-	-	-	-	-	-	522	148	441	1,111
Sub-total	203	55	311	182	195	1,230	371	205	184	710	341	47,355	51,342
EBIT	(630)	405	636	(1,310)	(739)	(975)	(3,572)	(1,549)	(2,704)	(1,977)	(2,951)	(49,326)	(64,692)
% of Sales	-3.7%	2.4%	4.2%	-7.7%	-5.2%	-6.2%	-34.5%	-13.7%	-28.4%	-15.2%	-32.2%	-718.4%	-41.3%
Interest Expense	821	591	642	692	553	552	736	760	759	885	662	709	8,362
Interest Amortization	59	41	50	51	51	51	52	52	53	53	54	152	719
Interest (Income)	(14)	(4)	(5)	(1)	(1)	(1)	(4)	(6)	(5)	(4)	(1)	(1)	(47)
Interest Net	866	628	687	742	603	602	784	806	807	934	715	860	9,034
IBT	(1,496)	(223)	(51)	(2,052)	(1,342)	(1,577)	(4,356)	(2,355)	(3,511)	(2,911)	(3,666)	(50,166)	(73,726)
Income Taxes	-	-	-	260	20	115	-	20	115	-	-	135	665
Net Income	(1,496)	(223)	(51)	(2,312)	(1,362)	(1,692)	(4,356)	(2,375)	(3,626)	(2,911)	(3,666)	(50,321)	(74,391)
EBIT	(630)	405	636	(1,310)	(739)	(975)	(3,572)	(1,549)	(2,704)	(1,977)	(2,951)	(49,326)	(64,692)
Loss / (Gain) Disposals	-	(1)	-	-	4	-	10	-	-	-	-	46,930	46,900
Restructuring of Operations	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,999	17,971
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	10	11	11	5	15	10	10	10	10	10	10	10	122
Management Fees	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
EBITDA	982	2,017	2,249	297	882	637	(1,950)	63	(1,092)	(365)	(1,339)	(267)	2,114
% of Sales	5.7%	11.8%	14.8%	1.7%	6.2%	4.0%	-18.8%	0.6%	-11.5%	-2.8%	-14.6%	-3.9%	1.3%

CONTECH - A Marathon Automotive Group Company
SPG Financials
2008 Income Statement - MTD
(\$000's)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Net Sales	4,639	4,128	4,243	5,742	4,253	4,505	4,176	4,805	4,771	6,215	4,389	3,648	55,514
Material & O/S Process	2,413	2,094	2,056	2,876	2,210	2,086	2,513	2,218	2,231	3,003	2,433	1,950	27,883
Direct Labor	563	479	493	624	484	496	503	440	475	638	580	424	6,200
Overhead	2,283	2,022	2,101	2,477	2,056	2,264	2,148	2,254	2,075	2,612	1,813	1,247	25,351
Gross Margin	(620)	(467)	(407)	(35)	(497)	(341)	(988)	(107)	(10)	(38)	(437)	27	(3,920)
% of Sales	-13.4%	-11.3%	-9.6%	-0.6%	-11.7%	-7.6%	-23.7%	-2.2%	-0.2%	-0.6%	-10.0%	0.7%	-7.1%
SG&A	279	253	191	318	270	237	242	230	279	306	209	628	3,442
R&D	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	279	253	191	318	270	237	242	230	279	306	209	628	3,442
% of Sales	6.0%	6.1%	4.5%	5.5%	6.3%	5.3%	5.8%	4.8%	5.8%	4.9%	4.8%	17.2%	6.2%
Operational Income	(899)	(720)	(598)	(353)	(767)	(578)	(1,230)	(337)	(289)	(344)	(646)	(601)	(7,362)
Loss / (Gain) Disposals	-	-	-	-	-	-	4	-	-	-	-	77	81
Restructuring of Operations	-	-	-	-	-	110	-	20	-	-	-	10,889	11,019
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Foreign Exchange (Gain) / Loss	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Capital	-	-	-	-	-	110	4	20	-	-	-	10,866	11,100
Sub-total	-	-	-	-	-	110	4	20	-	-	-	10,866	11,100
EBIT	(899)	(720)	(598)	(353)	(767)	(688)	(1,234)	(357)	(289)	(344)	(646)	(11,567)	(18,462)
% of Sales	-19.4%	-17.4%	-14.1%	-6.1%	-18.0%	-15.3%	-29.5%	-7.4%	-6.1%	-5.5%	-14.7%	-317.1%	-33.3%
Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest (Income)	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Net	-	-	-	-	-	-	-	-	-	-	-	-	-
IBT	(899)	(720)	(598)	(353)	(767)	(688)	(1,234)	(357)	(289)	(344)	(646)	(11,567)	(18,462)
Income Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Income	(899)	(720)	(598)	(353)	(767)	(688)	(1,234)	(357)	(289)	(344)	(646)	(11,567)	(18,462)
EBIT	(899)	(720)	(598)	(353)	(767)	(688)	(1,234)	(357)	(289)	(344)	(646)	(11,567)	(18,462)
Loss / (Gain) Disposals	-	-	-	-	-	-	4	-	-	-	-	-	81
Restructuring of Operations	-	-	-	-	-	-	-	-	-	-	-	10,909	10,909
Depreciation	367	367	367	367	367	367	367	367	367	367	367	404	4,441
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
EBITDA	(532)	(353)	(231)	14	(400)	(321)	(863)	10	78	23	(279)	(177)	(3,031)
% of Sales	-11.5%	-8.6%	-5.4%	0.2%	-9.4%	-7.1%	-20.7%	0.2%	1.6%	0.4%	-4.4%	-4.9%	-5.5%

CONTECH - A Marathon Automotive Group Company
 UK Casting Financials
 2008 Income Statement - MTD
 (Sterling Pounds - 000's)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Net Sales	1,430	1,398	1,368	1,860	1,434	1,482	1,265	749	926	1,057	948	275	14,192
Material & O/S Process	546	559	588	847	627	623	536	253	413	484	333	133	5,942
Direct Labor	77	69	73	97	70	83	73	45	53	66	50	46	802
Overhead	593	582	546	636	592	538	538	450	341	445	576	207	6,044
Gross Margin	214	188	161	280	145	238	118	1	119	62	(11)	(111)	1,404
% of Sales	15.0%	13.4%	11.8%	15.1%	10.1%	16.1%	9.3%	0.1%	12.9%	5.9%	-1.2%	-40.4%	9.8%
SG&A	64	59	61	70	61	59	58	59	59	59	57	925	1,591
R&D	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	64	59	61	70	61	59	58	59	59	59	57	925	1,591
% of Sales	4.5%	4.2%	4.5%	3.8%	4.3%	4.0%	4.6%	7.9%	6.4%	5.6%	6.0%	336.4%	11.2%
Operational Income	150	129	100	210	84	179	60	(58)	60	3	(68)	(1,036)	(187)
Loss / (Gain) Disposals	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Operations	-	-	-	-	-	-	-	-	-	-	-	-	-
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Foreign Exchange (Gain) / Loss	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	-	-	-	-	-	-	-	-
EBIT	150	129	100	210	84	179	60	(58)	60	3	(68)	(1,036)	(187)
% of Sales	10.5%	9.2%	7.3%	11.3%	5.9%	12.1%	4.7%	-7.7%	6.5%	0.3%	-7.2%	-376.7%	-1.3%
Interest Expense	13	13	13	13	13	12	12	12	12	12	12	11	148
Interest Amortization	-	-	(6)	-	-	-	-	-	-	-	(4)	(1)	(11)
Interest (Income)	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Net	13	13	7	13	13	12	12	12	12	12	8	10	137
IBT	137	116	93	197	71	167	48	(70)	48	(9)	(76)	(1,046)	(324)
Income Taxes	-	-	-	-	-	-	-	-	-	-	203	6	209
Net Income	137	116	93	197	71	167	48	(70)	48	(9)	(279)	(1,052)	(533)
EBIT	150	129	100	210	84	179	60	(58)	60	3	(68)	(1,036)	(187)
Loss / (Gain) Disposals	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Operations	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation	79	79	79	78	79	79	80	80	80	80	73	79	945
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
EBITDA	229	208	179	288	163	258	140	22	140	83	5	(957)	758
% of Sales	16.0%	14.9%	13.1%	15.5%	11.4%	17.4%	11.1%	2.9%	15.1%	7.9%	0.5%	-348.0%	5.3%

CONTECH - A Marathon Automotive Group Company
UK Casting Financials
2008 Income Statement - MTD
(Dollars - 000's)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Net Sales	2,815	2,777	2,721	3,675	2,838	2,955	2,497	1,362	1,704	1,720	1,455	402	28,921
Material & O/S Process	1,075	1,110	1,170	1,673	1,241	1,242	1,058	480	760	787	511	194	11,281
Direct Labor	152	137	145	192	139	165	144	82	98	107	77	67	1,505
Overhead	1,167	1,157	1,084	1,257	1,170	1,073	1,082	819	626	725	884	303	11,327
Gross Margin	421	373	322	553	288	475	233	1	220	101	(17)	(162)	2,808
% of Sales	15.0%	13.4%	11.8%	15.0%	10.1%	16.1%	9.3%	0.1%	12.9%	5.9%	-1.2%	-40.3%	10.4%
SG&A	126	117	122	138	121	118	115	107	109	96	86	1,350	2,605
R&D	126	117	122	138	121	118	115	107	109	96	86	1,350	2,605
Sub-total	126	117	122	138	121	118	115	107	109	96	86	1,350	2,605
% of Sales	4.5%	4.2%	4.5%	3.8%	4.3%	4.0%	4.6%	7.9%	6.4%	5.6%	5.9%	335.8%	9.7%
Operational Income	295	256	200	415	167	357	118	(106)	111	5	(103)	(1,512)	203
Loss / (Gain) Disposals	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Operations	-	-	-	-	-	-	-	-	-	-	-	-	-
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Foreign Exchange (Gain) / Loss	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	-	-	-	-	-	-	-	-
EBIT	295	256	200	415	167	357	118	(106)	111	5	(103)	(1,512)	203
% of Sales	10.5%	9.2%	7.4%	11.3%	5.9%	12.1%	4.7%	-7.8%	6.5%	0.3%	-7.1%	-376.1%	0.8%
Interest Expense	26	26	26	26	26	24	24	22	22	20	18	16	276
Interest Amortization	-	-	(12)	-	-	-	-	-	-	-	(6)	1	(17)
Interest (Income)	-	-	(12)	-	-	-	-	-	-	-	(6)	1	(17)
Interest Net	26	26	14	26	26	24	24	22	22	20	12	17	259
IBT	269	230	186	389	141	333	94	(128)	89	(15)	(115)	(1,529)	(56)
Income Taxes	-	-	-	-	-	-	-	-	-	-	312	9	321
Net Income	269	230	186	389	141	333	94	(128)	89	(15)	(427)	(1,538)	(377)
EBIT	295	256	200	415	167	357	118	(106)	111	5	(103)	(1,512)	203
Loss / (Gain) Disposals	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Operations	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation	156	157	157	154	156	158	158	146	147	130	112	115	1,746
Intangible Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Agent Fees Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring of Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
EBITDA	451	413	357	569	323	515	276	40	258	135	9	(1,397)	1,949
% of Sales	16.0%	14.9%	13.1%	15.5%	11.4%	17.4%	11.1%	2.9%	15.1%	7.8%	0.6%	-347.5%	7.2%

CONTECH - A Marathon Automotive Group Company
2008 Consolidated Balance Sheet
(\$000,s)

	<u>Dec-07</u>	<u>Jan-08</u>	<u>Feb-08</u>	<u>Mar-08</u>	<u>Apr-08</u>	<u>May-08</u>	<u>Jun-08</u>	<u>Jul-08</u>	<u>Aug-08</u>	<u>Sep-08</u>	<u>Oct-08</u>	<u>Nov-08</u>	<u>Dec-08</u>
Cash	4,137	2,276	(811)	(2,418)	(2,550)	(2,170)	(1,144)	4,860	2,244	3,631	1,630	4,281	4,881
A/R Trade Net	39,393	36,509	45,280	43,633	41,984	41,440	46,094	32,525	34,400	33,739	33,394	30,234	24,305
I/C A/R	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Inventory	14,521	14,757	14,660	14,945	15,036	14,240	13,838	13,889	12,370	11,083	9,727	9,241	8,584
Prepays	7,072	8,294	7,853	9,467	11,558	12,769	12,474	11,245	10,195	10,452	9,715	8,385	6,950
Total Current Assets	65,123	61,836	66,982	65,627	66,028	66,279	71,262	62,519	59,209	58,905	54,468	52,141	44,720
Gross Fixed Assets	140,774	140,855	141,310	141,757	142,011	142,264	143,463	144,814	144,215	145,417	143,649	143,149	85,300
Accumulated Depreciation	(15,008)	(16,971)	(18,956)	(20,934)	(22,895)	(24,874)	(26,865)	(28,815)	(30,599)	(32,591)	(34,257)	(36,060)	(38,453)
Net Fixed Assets	125,766	123,884	122,354	120,823	119,116	117,390	116,598	115,999	113,616	112,826	109,392	107,089	46,847
Debt Acquisition Costs	3,094	3,035	2,994	2,944	2,893	2,842	2,790	2,738	2,685	2,633	2,579	2,526	2,471
Interest Hedge Instruments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Assets	128,860	126,919	125,348	123,767	122,009	120,232	119,388	118,737	116,301	115,459	111,971	109,615	49,318
Total Assets	193,983	188,755	192,330	189,394	188,037	186,511	190,650	181,256	175,510	174,364	166,437	161,756	94,038
A/P Trade	33,249	29,633	30,145	31,488	32,794	32,722	32,665	27,843	25,934	26,728	24,648	24,684	23,685
I/C A/P	-	-	-	-	-	-	-	-	-	-	-	-	-
Accrued Liabilities	17,480	18,209	19,557	20,933	19,192	17,913	20,685	20,447	21,464	23,121	23,251	24,456	21,984
Short Term Debt	700	700	2,950	700	2,200	4,000	7,500	9,000	9,000	9,000	9,000	9,000	9,000
Total Current Liabilities	51,429	48,542	52,652	53,121	54,186	54,635	60,850	57,290	56,398	58,849	56,899	58,140	54,669
Environmental Reserve	190	190	190	190	190	190	190	190	190	190	190	190	190
Long Term Contractual Oblig.	974	974	974	2,289	2,289	2,289	1,170	1,170	1,170	1,205	1,205	2,101	2,645
Pension Liability	3,987	3,987	3,987	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720
Capital Leases & CapEx Loan	3,232	3,176	3,170	3,143	3,090	3,062	3,051	2,987	2,721	2,721	2,379	2,216	2,086
Long Term Debt	93,950	93,950	93,950	91,275	91,275	91,275	91,100	91,100	91,100	91,100	91,100	91,100	91,100
Total Long Term Liabilities	102,333	102,277	102,271	100,617	100,564	100,536	99,231	99,167	98,901	98,936	98,594	99,327	99,741
Total Liabilities	153,762	150,819	154,923	153,738	154,750	155,171	160,081	156,457	155,299	157,785	155,493	157,467	154,410
Retained Earnings	-	(12,996)	(12,996)	(12,996)	(12,996)	(12,996)	(12,996)	(12,996)	(12,996)	(12,996)	(12,996)	(12,996)	(12,996)
YTD Net Income	(12,996)	(2,126)	(2,839)	(3,302)	(5,578)	(7,566)	(9,613)	(15,109)	(17,969)	(21,795)	(25,065)	(29,804)	(93,230)
Stockholders Equity	55,092	55,092	55,092	55,092	55,142	55,142	55,142	55,084	55,084	55,084	55,084	55,084	55,084
Other Comprehensive Income	(1,875)	(2,034)	(1,850)	(3,138)	(3,281)	(3,240)	(1,964)	(2,180)	(3,908)	(3,714)	(6,079)	(7,995)	(9,230)
Total Equity	40,221	37,936	37,407	35,656	33,287	31,340	30,569	24,799	20,211	16,579	10,944	4,289	(60,372)
Liabilities & Equity	193,983	188,755	192,330	189,394	188,037	186,511	190,650	181,256	175,510	174,364	166,437	161,756	94,038

CONTECH - A Marathon Automotive Group Company
2008 US Balance Sheet
(\$000,s)

	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
Cash	1,998	(1,006)	(1,735)	(2,965)	(2,848)	(4,359)	(1,892)	2,907	(2)	2,873	553	1,775	3,745
A/R Trade Net	31,722	30,140	36,754	34,589	31,952	33,497	36,285	22,940	26,764	26,751	28,140	25,927	19,567
I/C A/R	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Inventory	12,469	12,623	12,388	13,087	13,477	12,835	12,227	11,936	10,809	9,433	8,018	8,101	7,301
Prepays	6,084	6,211	6,342	7,521	8,773	10,562	9,837	8,508	8,471	8,808	7,585	6,872	5,712
Total Current Assets	52,273	47,968	53,749	52,232	51,354	52,535	56,657	46,291	46,042	47,865	44,296	42,675	36,325
Gross Fixed Assets	122,374	122,594	122,884	123,301	123,679	123,898	124,947	126,112	126,983	127,353	127,677	128,071	70,714
Accumulated Depreciation	(13,794)	(15,613)	(17,428)	(19,247)	(21,066)	(22,885)	(24,704)	(26,517)	(28,336)	(30,155)	(31,973)	(33,793)	(36,178)
Net Fixed Assets	108,580	106,981	105,456	104,054	102,613	101,013	100,243	99,595	98,647	97,198	95,704	94,278	34,536
Debt Acquisition Costs	3,094	3,035	2,994	2,944	2,893	2,842	2,790	2,738	2,685	2,633	2,579	2,526	2,471
Interest Hedge Instruments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Assets	111,674	110,016	108,450	106,998	105,506	103,855	103,033	102,333	101,332	99,831	98,283	96,804	37,007
Total Assets	163,947	157,984	162,199	159,230	156,860	156,390	159,690	148,624	147,374	147,696	142,579	139,479	73,332
A/P Trade	27,310	23,810	23,640	25,374	26,062	26,359	25,424	20,149	20,006	21,633	21,115	20,781	18,883
I/C A/P	-	-	1,477	1,477	1,482	1,979	2,791	1,579	1,455	2,484	1,302	1,228	1,144
Accrued Liabilities	17,045	16,977	18,578	19,716	17,768	16,833	19,312	18,881	20,630	22,214	22,052	23,669	21,295
Short Term Debt	700	700	2,950	700	2,200	4,000	7,500	9,000	9,000	9,000	9,000	9,000	9,000
Total Current Liabilities	45,055	41,487	46,645	47,267	47,512	49,171	55,027	49,609	51,091	55,331	53,469	54,678	50,322
Environmental Reserve	190	190	190	190	190	190	190	190	190	190	190	190	190
Long Term Contractual Oblig.	974	974	974	2,289	2,289	2,289	1,170	1,170	1,170	1,205	1,205	2,101	2,645
Pension Liability	3,987	3,987	3,987	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720
Capital Leases & CapEx Loan	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Debt	93,950	93,950	93,950	91,275	91,275	91,275	91,100	91,100	91,100	91,100	91,100	91,100	91,100
Total Long Term Liabilities	99,101	99,101	99,101	97,474	97,474	97,474	96,180	96,180	96,180	96,215	96,215	97,111	97,655
Total Liabilities	144,156	140,588	145,746	144,741	144,986	146,645	151,207	145,789	147,271	151,546	149,684	151,789	147,977
Retained Earnings	-	(14,064)	(14,064)	(14,064)	(14,064)	(14,064)	(14,064)	(14,064)	(14,064)	(14,064)	(14,064)	(14,064)	(14,064)
YTD Net Income	(14,064)	(2,395)	(3,338)	(3,987)	(6,652)	(8,781)	(11,161)	(16,751)	(19,483)	(23,398)	(26,653)	(30,965)	(92,853)
Stockholders Equity	35,687	35,687	35,687	35,687	35,737	35,737	35,737	35,679	35,679	35,679	35,679	35,679	35,679
Other Comprehensive Income	(1,832)	(1,832)	(1,832)	(3,147)	(3,147)	(3,147)	(2,029)	(2,029)	(2,029)	(2,067)	(2,067)	(2,960)	(3,407)
Total Equity	19,791	17,396	16,453	14,489	11,874	9,745	8,483	2,835	103	(3,850)	(7,105)	(12,310)	(74,645)
Liabilities & Equity	163,947	157,984	162,199	159,230	156,860	156,390	159,690	148,624	147,374	147,696	142,579	139,479	73,332

CONTECH - A Marathon Automotive Group Company
2008 US Casting (Including Portage) Balance Sheet
(\$000,s)

	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
Cash	1,998	145	175	(312)	(65)	(976)	2,380	7,315	3,530	5,734	5,137	5,394	7,482
A/R Trade Net	22,811	20,940	27,354	24,990	22,452	24,047	26,885	13,740	17,764	17,971	18,284	17,304	12,687
I/C A/R	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Inventory	7,742	7,823	7,438	7,951	8,377	7,785	7,176	7,236	6,509	5,320	4,002	3,997	3,828
Prepays	5,873	5,911	5,942	7,021	8,248	10,012	9,260	7,958	7,946	8,290	7,044	6,564	5,199
Total Current Assets	38,424	34,819	40,909	39,650	39,012	40,868	45,701	36,249	35,749	37,315	34,467	33,259	29,196
Gross Fixed Assets	97,644	97,811	98,045	98,330	98,659	98,803	99,744	100,580	101,292	101,530	101,818	102,127	55,922
Accumulated Depreciation	(11,038)	(12,490)	(13,938)	(15,390)	(16,842)	(18,294)	(19,746)	(21,192)	(22,644)	(24,096)	(25,550)	(27,004)	(29,000)
Net Fixed Assets	86,606	85,321	84,107	82,940	81,817	80,509	79,998	79,388	78,648	77,434	76,268	75,124	26,922
Debt Acquisition Costs	3,094	3,035	2,994	2,944	2,893	2,842	2,790	2,738	2,685	2,633	2,579	2,526	2,471
Interest Hedge Instruments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Assets	89,700	88,356	87,101	85,884	84,710	83,351	82,788	82,126	81,333	80,067	78,847	77,650	29,393
Total Assets	128,124	123,175	128,010	125,534	123,722	124,219	128,489	118,375	117,082	117,382	113,314	110,909	58,589
A/P Trade	20,213	17,110	17,240	19,183	19,762	19,959	18,941	13,549	13,208	14,712	14,359	14,131	13,913
I/C A/P	-	-	1,477	1,477	1,482	1,979	2,791	1,579	1,455	2,484	1,302	1,228	1,144
Accrued Liabilities	14,027	13,677	14,878	15,702	14,068	13,433	16,277	15,681	17,230	18,624	19,002	20,562	18,768
Short Term Debt	700	700	2,950	700	2,200	4,000	7,500	9,000	9,000	9,000	9,000	9,000	9,000
Total Current Liabilities	34,940	31,487	36,545	37,062	37,512	39,371	45,509	39,809	40,891	44,820	43,663	44,921	42,825
Environmental Reserve	190	190	190	190	190	190	190	190	190	190	190	190	190
Long Term Contractual Oblig.	974	974	974	2,289	2,289	2,289	1,170	1,170	1,170	1,205	1,205	2,101	2,645
Pension Liability	3,987	3,987	3,987	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720
Capital Leases & CapEx Loan	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Debt	93,950	93,950	93,950	91,275	91,275	91,275	91,100	91,100	91,100	91,100	91,100	91,100	91,100
Total Long Term Liabilities	99,101	99,101	99,101	97,474	97,474	97,474	96,180	96,180	96,180	96,215	96,215	97,111	97,655
Total Liabilities	134,041	130,588	135,646	134,536	134,986	136,845	141,689	135,989	137,071	141,035	139,878	142,032	140,480
Retained Earnings	-	(5,180)	(5,180)	(5,180)	(5,180)	(5,180)	(5,180)	(5,180)	(5,180)	(5,180)	(5,180)	(5,180)	(5,180)
YTD Net Income	(5,180)	(1,496)	(1,719)	(1,770)	(4,082)	(5,444)	(7,136)	(11,492)	(13,867)	(17,493)	(20,404)	(24,070)	(74,391)
Stockholders Equity	1,095	1,095	1,095	1,095	1,145	1,145	1,145	1,087	1,087	1,087	1,087	1,087	1,087
Other Comprehensive Income	(1,832)	(1,832)	(1,832)	(3,147)	(3,147)	(3,147)	(2,029)	(2,029)	(2,029)	(2,067)	(2,067)	(2,960)	(3,407)
Total Equity	(5,917)	(7,413)	(7,636)	(9,002)	(11,264)	(12,626)	(13,200)	(17,614)	(19,989)	(23,653)	(26,564)	(31,123)	(81,891)
Liabilities & Equity	128,124	123,175	128,010	125,534	123,722	124,219	128,489	118,375	117,082	117,382	113,314	110,909	58,589

CONTECH - A Marathon Automotive Group Company
2008 SPG Balance Sheet
(\$000,s)

	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
Cash	-	(1,151)	(1,910)	(2,653)	(2,783)	(3,383)	(4,072)	(4,408)	(3,532)	(2,861)	(4,584)	(3,619)	(3,737)
A/R Trade Net	8,911	9,200	9,400	9,599	9,500	9,450	9,400	9,200	9,000	8,780	9,856	8,623	6,880
I/C A/R	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Inventory	4,727	4,800	4,950	5,136	5,100	5,050	5,051	4,700	4,300	4,113	4,016	4,104	3,473
Prepays	211	300	400	500	525	550	577	550	525	518	541	308	513
Total Current Assets	13,849	13,149	12,840	12,582	12,342	11,667	10,956	10,042	10,293	10,560	9,829	9,416	7,129
Gross Fixed Assets	24,730	24,783	24,839	24,971	25,020	25,095	25,203	25,532	25,691	25,823	25,859	25,944	14,792
Accumulated Depreciation	(2,756)	(3,123)	(3,490)	(3,857)	(4,224)	(4,591)	(4,958)	(5,325)	(5,692)	(6,059)	(6,423)	(6,790)	(7,178)
Net Fixed Assets	21,974	21,660	21,349	21,114	20,796	20,504	20,245	20,207	19,999	19,764	19,436	19,154	7,614
Debt Acquisition Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Hedge Instruments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Assets	21,974	21,660	21,349	21,114	20,796	20,504	20,245	20,207	19,999	19,764	19,436	19,154	7,614
Total Assets	35,823	34,809	34,189	33,696	33,138	32,171	31,201	30,249	30,292	30,314	29,265	28,570	14,743
A/P Trade	7,097	6,700	6,400	6,191	6,300	6,400	6,483	6,600	6,800	6,921	6,756	6,650	4,970
I/C A/P	-	-	-	-	-	-	-	-	-	-	-	-	-
Accrued Liabilities	3,018	3,300	3,700	4,014	3,700	3,400	3,035	3,200	3,400	3,590	3,050	3,107	2,527
Short Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Current Liabilities	10,115	10,000	10,100	10,205	10,000	9,800	9,518	9,800	10,200	10,511	9,806	9,757	7,497
Environmental Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Contractual Oblg.	-	-	-	-	-	-	-	-	-	-	-	-	-
Pension Liability	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases & CapEx Loan	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	10,115	10,000	10,100	10,205	10,000	9,800	9,518	9,800	10,200	10,511	9,806	9,757	7,497
Retained Earnings	-	(8,884)	(8,884)	(8,884)	(8,884)	(8,884)	(8,884)	(8,884)	(8,884)	(8,884)	(8,884)	(8,884)	(8,884)
YTD Net Income	(8,884)	(899)	(1,619)	(2,217)	(2,570)	(3,337)	(4,025)	(5,259)	(5,616)	(5,905)	(6,249)	(6,895)	(18,462)
Stockholders Equity	34,592	34,592	34,592	34,592	34,592	34,592	34,592	34,592	34,592	34,592	34,592	34,592	34,592
Other Comprehensive Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Equity	25,708	24,809	24,089	23,491	23,138	22,371	21,683	20,449	20,092	19,803	19,459	18,813	7,246
Liabilities & Equity	35,823	34,809	34,189	33,696	33,138	32,171	31,201	30,249	30,292	30,314	29,265	28,570	14,743

CONTECH - A Marathon Automotive Group Company
2008 UK Balance Sheet
(Sterling Pounds - '000's)

	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
Cash	1,078	1,667	465	275	151	1,106	275	989	1,235	412	862	1,633	777
A/R Trade Net	3,866	3,235	4,292	4,547	5,078	4,013	4,920	4,855	4,198	3,798	3,229	2,806	3,240
I/C A/R	-	-	750	750	750	1,000	1,400	800	800	1,350	800	800	783
Net Inventory	1,034	1,084	1,144	934	789	710	808	989	858	897	1,050	743	878
Prepays	498	1,058	754	971	1,410	1,115	1,322	1,386	948	894	1,310	986	847
Total Current Assets	6,476	7,044	7,405	7,477	8,178	7,944	8,725	9,019	8,039	7,351	7,051	6,968	8,525
Gross Fixed Assets	9,273	9,276	9,276	9,279	9,279	9,279	9,287	9,473	9,473	9,817	9,817	9,824	9,977
Accumulated Depreciation	(612)	(690)	(769)	(848)	(926)	(1,005)	(1,084)	(1,164)	(1,244)	(1,324)	(1,404)	(1,477)	(1,556)
Net Fixed Assets	8,661	8,586	8,507	8,431	8,353	8,274	8,203	8,309	8,229	8,493	8,413	8,347	8,421
Debt Acquisition Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Hedge Instruments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Assets	8,661	8,586	8,507	8,431	8,353	8,274	8,203	8,309	8,229	8,493	8,413	8,347	8,421
Total Assets	15,137	15,630	15,912	15,908	16,531	16,218	16,928	17,328	16,268	15,844	15,464	15,315	14,946
A/P Trade	2,993	2,958	3,275	3,074	3,407	3,215	3,632	3,897	3,259	2,769	2,171	2,543	3,285
I/C A/P	-	-	-	-	-	-	-	-	-	-	-	-	-
Accrued Liabilities	219	626	492	612	721	546	689	793	458	493	737	513	471
Short Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Current Liabilities	3,212	3,584	3,767	3,686	4,128	3,761	4,321	4,690	3,717	3,262	2,908	3,056	3,756
Environmental Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Contractual Oblig.	-	-	-	-	-	-	-	-	-	-	-	-	-
Pension Liability	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases & CapEx Loan	1,629	1,613	1,596	1,580	1,564	1,547	1,530	1,513	1,496	1,479	1,462	1,444	1,427
Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Liabilities	1,629	1,613	1,596	1,580	1,564	1,547	1,530	1,513	1,496	1,479	1,462	1,444	1,427
Total Liabilities	4,841	5,197	5,363	5,266	5,692	5,308	5,851	6,203	5,213	4,741	4,370	4,500	5,183
Retained Earnings	-	528	528	528	528	528	528	528	528	528	528	528	528
YTD Net Income	528	137	253	346	543	614	781	829	759	807	798	519	(533)
Stockholders Equity	9,768	9,768	9,768	9,768	9,768	9,768	9,768	9,768	9,768	9,768	9,768	9,768	9,768
Other Comprehensive Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Equity	10,296	10,433	10,549	10,642	10,839	10,910	11,077	11,125	11,055	11,103	11,094	10,815	9,763
Liabilities & Equity	15,137	15,630	15,912	15,908	16,531	16,218	16,928	17,328	16,268	15,844	15,464	15,315	14,946

CONTECH - A Marathon Automotive Group Company
2008 UK Balance Sheet
(Dollars - 000's)

	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
Cash	2,139	3,282	924	547	298	2,189	548	1,953	2,246	758	1,077	2,506	1,136
A/R Trade Net	7,671	6,369	8,526	9,044	10,032	7,943	9,809	9,585	7,636	6,988	5,254	4,307	4,738
I/C A/R	-	-	1,490	1,492	1,482	1,979	2,791	1,579	1,455	2,484	1,302	1,228	1,144
Net Inventory	2,052	2,134	2,272	1,858	1,559	1,405	1,611	1,953	1,561	1,650	1,709	1,140	1,283
Prepays	988	2,083	1,498	1,931	2,785	2,207	2,637	2,737	1,724	1,644	2,130	1,513	1,238
Total Current Assets	12,850	13,868	14,710	14,872	16,156	15,723	17,396	17,807	14,622	13,524	11,472	10,694	9,539
Gross Fixed Assets	18,400	18,261	18,426	18,456	18,332	18,366	18,516	18,702	17,232	18,064	15,972	15,078	14,586
Accumulated Depreciation	(1,214)	(1,358)	(1,528)	(1,687)	(1,829)	(1,989)	(2,161)	(2,298)	(2,263)	(2,436)	(2,284)	(2,267)	(2,275)
Net Fixed Assets	17,186	16,903	16,898	16,769	16,503	16,377	16,355	16,404	14,969	15,628	13,688	12,811	12,311
Debt Acquisition Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Hedge Instruments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Assets	17,186	16,903	16,898	16,769	16,503	16,377	16,355	16,404	14,969	15,628	13,688	12,811	12,311
Total Assets	30,036	30,771	31,608	31,641	32,659	32,100	33,751	34,211	29,591	29,152	25,160	23,505	21,850
A/P Trade	5,939	5,823	6,505	6,114	6,732	6,363	7,241	7,694	5,928	5,095	3,533	3,903	4,802
I/C A/P	-	-	-	-	-	-	-	-	-	-	-	-	-
Accrued Liabilities	435	1,232	979	1,217	1,424	1,080	1,373	1,566	834	907	1,199	787	689
Short Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Current Liabilities	6,374	7,055	7,484	7,331	8,156	7,443	8,614	9,260	6,762	6,002	4,732	4,690	5,491
Environmental Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Contractual Oblig.	-	-	-	-	-	-	-	-	-	-	-	-	-
Pension Liability	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases & CapEx Loan	3,232	3,176	3,170	3,143	3,090	3,062	3,051	2,987	2,721	2,721	2,379	2,216	2,086
Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Liabilities	3,232	3,176	3,170	3,143	3,090	3,062	3,051	2,987	2,721	2,721	2,379	2,216	2,086
Total Liabilities	9,606	10,231	10,654	10,474	11,246	10,505	11,665	12,247	9,483	8,723	7,111	6,906	7,577
Retained Earnings	-	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068
YTD Net Income	1,068	269	499	685	1,074	1,215	1,548	1,642	1,514	1,603	1,588	1,161	(377)
Stockholders Equity	19,405	19,405	19,405	19,405	19,405	19,405	19,405	19,405	19,405	19,405	19,405	19,405	19,405
Other Comprehensive Income	(43)	(202)	(18)	9	(134)	(93)	65	(151)	(1,879)	(1,647)	(4,012)	(5,035)	(5,823)
Total Equity	20,430	20,540	20,954	21,167	21,413	21,595	22,086	21,964	20,108	20,429	18,049	16,599	14,273
Liabilities & Equity	30,036	30,771	31,608	31,641	32,659	32,100	33,751	34,211	29,591	29,152	25,160	23,505	21,850

CONTECH - A Marathon Automotive Group Company
2008 Consolidated Cashflow Statement
(\$000,s)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Operating Activities:													
Net Income (loss)	(2,126)	(713)	(463)	(2,276)	(1,988)	(2,047)	(5,496)	(2,860)	(3,826)	(3,270)	(4,739)	(63,426)	(93,230)
Depreciation	1,975	1,976	1,976	1,973	1,975	1,977	1,977	1,965	1,966	1,949	1,931	2,518	24,158
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization of Debt Financing Costs	59	41	50	51	51	52	52	53	52	54	53	152	720
Pension Payments	-	-	(267)	-	-	-	(72)	(674)	85	(867)	(379)	57,605	(267)
Non-cash (gain)/losses & Other	(50)	58	10	(52)	22	59	(72)	(674)	85	(867)	(379)	57,605	55,745
Sub-total	1,984	2,078	1,769	1,972	2,048	2,088	1,957	1,344	2,103	1,136	1,605	60,275	80,356
Changes in Working Capital													
Accounts Receivable	2,884	(8,771)	1,647	1,649	544	(4,654)	13,569	(1,875)	661	345	3,160	5,929	15,088
Inventory	(236)	97	(285)	(91)	796	402	(51)	1,519	1,287	1,356	486	657	5,937
Prepays	(1,222)	454	(1,612)	(2,106)	(1,211)	295	1,229	1,050	(257)	737	1,330	1,435	122
Accounts Payable	(3,618)	512	1,343	1,306	(72)	(57)	(4,822)	(1,909)	794	(2,080)	36	(999)	(9,564)
Accrued Liabilities	729	1,473	1,376	(1,741)	(359)	2,772	(238)	1,017	1,657	130	1,205	(2,472)	5,549
I/C A/P & A/R	-	(13)	(2)	15	-	-	-	-	-	-	-	-	-
Sub-total	(1,461)	(6,248)	2,467	(968)	(302)	(1,242)	9,687	(198)	4,142	488	6,217	4,550	17,132
Net Cash Provided by (Used in) Operations	(1,603)	(4,886)	3,773	(1,272)	(242)	(1,201)	6,148	(1,714)	2,419	(1,646)	3,083	1,399	4,258
Investing Activities:													
Purchase of Property, Plant, Equipment	(226)	(303)	(423)	(378)	(1,148)	(1,065)	(1,552)	(871)	(1,001)	(324)	(405)	(922)	(8,618)
Acquisition Cost Payments	-	(125)	-	-	-	-	-	-	-	-	-	150	(125)
Proceeds from Sales of PPE	-	10	-	-	4	-	-	-	-	-	-	-	164
Net Cash Provided by (Used in) Investing Activities	(226)	(418)	(423)	(378)	(1,144)	(1,065)	(1,552)	(871)	(1,001)	(324)	(405)	(772)	(8,579)
Cash Flow After Investing	(1,829)	(5,304)	3,350	(1,650)	(1,386)	(2,266)	4,596	(2,585)	1,418	(1,970)	2,678	627	(4,321)
Financing Activities:													
Capital Lease Payments (Principal)	(32)	(33)	(32)	(32)	(34)	(33)	(34)	(31)	(31)	(31)	(27)	(27)	(377)
Principal Payments on Debt	-	-	(2,675)	-	-	(175)	-	-	-	-	-	-	(2,850)
Proceeds / (Distributions) from / (to) Investors	-	-	-	50	-	-	(58)	-	-	-	-	-	(8)
Revolver Proceeds / (Payments) - Net	-	2,250	(2,250)	1,500	1,800	3,500	1,500	-	-	-	-	-	8,300
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	(32)	2,217	(4,957)	1,518	1,766	3,292	1,408	(31)	(31)	(31)	(27)	(27)	5,065
Cash Flow After Financing	(1,861)	(3,087)	(1,607)	(132)	380	1,026	6,004	(2,616)	1,387	(2,001)	2,651	600	744
Cash - Beginning of Period	4,137	2,276	(811)	(2,418)	(2,550)	(2,170)	(1,144)	4,860	2,244	3,631	1,630	4,281	4,137
Cash - End of Period	2,276	(811)	(2,418)	(2,550)	(2,170)	(1,144)	4,860	2,244	3,631	1,630	4,281	4,881	4,881
Note - Interest Expense in Net Income	847	617	668	718	579	576	760	782	781	905	680	725	8,638

CONTECH - A Marathon Automotive Group Company
2008 US Cashflow Statement
(\$000,s)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Operating Activities:													
Net Income (loss)	(2,395)	(943)	(649)	(2,665)	(2,129)	(2,380)	(5,590)	(2,732)	(3,915)	(3,255)	(4,312)	(61,888)	(92,853)
Depreciation	1,819	1,819	1,819	1,819	1,819	1,819	1,819	1,819	1,819	1,819	1,819	2,403	22,412
Amortization of intangibles	-	-	-	-	-	-	-	-	-	-	-	152	720
Amortization of Debt Financing Costs	59	41	50	51	51	52	52	53	52	54	53	-	(267)
Pension Payments	-	-	(267)	-	-	-	-	-	-	-	-	-	57,903
Non-cash (gain)/losses & Other	-	(1)	-	-	5	(1)	14	-	(3)	(1)	4	57,886	80,768
Sub-total	1,878	1,859	1,602	1,870	1,875	1,870	1,885	1,872	1,868	1,872	1,876	60,441	80,768
Changes in Working Capital													
Accounts Receivable	1,582	(6,614)	2,165	2,637	(1,545)	(2,788)	13,345	(3,824)	13	(1,389)	2,213	6,360	12,155
Inventory	(154)	235	(699)	(390)	642	608	291	1,127	1,376	1,415	(83)	800	5,168
Prepays	(127)	(131)	(1,179)	(1,252)	(1,789)	725	1,329	37	(337)	1,223	713	1,160	372
Accounts Payable	(3,500)	(170)	1,734	688	297	(935)	(5,275)	(143)	1,627	(518)	(334)	(1,898)	(8,427)
Accrued Liabilities	(68)	1,726	1,138	(1,948)	(15)	2,479	(431)	1,749	1,584	(162)	1,617	(2,374)	5,295
I/C A/P & A/R	-	1,477	-	5	497	812	(1,212)	(124)	1,029	(1,182)	(74)	(84)	1,144
Sub-total	(2,267)	(3,477)	3,159	(260)	(1,913)	901	8,047	(1,178)	5,292	(613)	4,052	3,964	15,707
Net Cash Provided by (Used in) Operations	(2,784)	(2,581)	4,112	(1,055)	(2,167)	391	4,342	(2,038)	3,245	(1,996)	1,616	2,517	3,622
Investing Activities:													
Purchase of Property, Plant, Equipment	(220)	(303)	(417)	(378)	(1,148)	(1,049)	(1,185)	(871)	(370)	(324)	(394)	(697)	(7,356)
Acquisition Cost Payments	-	(125)	-	-	-	-	-	-	-	-	-	150	(125)
Proceeds from Sales of PPE	-	10	-	-	4	-	-	-	-	-	-	-	164
Net Cash Provided by (Used in) Investing Activities	(220)	(418)	(417)	(378)	(1,144)	(1,049)	(1,185)	(871)	(370)	(324)	(394)	(547)	(7,317)
Cash Flow After Investing	(3,004)	(2,979)	3,695	(1,433)	(3,311)	(658)	3,157	(2,909)	2,875	(2,320)	1,222	1,970	(3,695)
Financing Activities:													
Capital Lease Payments (Principal)	-	-	-	-	-	-	-	-	-	-	-	-	(2,850)
Principal Payments on Debt	-	-	(2,675)	-	-	(175)	-	-	-	-	-	-	(8)
Proceeds / (Distributions) from / (to) Investors	-	-	-	50	-	-	(58)	-	-	-	-	-	8,300
Revolver Proceeds / (Payments) - Net	-	2,250	(2,250)	1,500	1,800	3,500	1,500	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	-	2,250	(4,925)	1,550	1,800	3,325	1,442	-	-	-	-	-	5,442
Cash Flow After Financing	(3,004)	(729)	(1,230)	(117)	(1,511)	2,667	4,599	(2,909)	2,875	(2,320)	1,222	1,970	1,747
Cash - Beginning of Period	1,998	(1,006)	(1,735)	(2,965)	(2,848)	(4,359)	(1,692)	2,907	(2)	2,873	553	1,775	1,998
Cash - End of Period	(1,006)	(1,735)	(2,965)	(2,848)	(4,359)	(1,692)	2,907	(2)	2,873	553	1,775	3,745	3,745
Note - Interest Expense in Net Income	821	591	642	692	553	552	736	760	759	865	662	709	8,362

CONTECH - A Marathon Automotive Group Company
2008 US Casting (Including Portage) Cashflow Statement
(\$000,s)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Operating Activities:													
Net Income (loss)	(1,496)	(223)	(51)	(2,312)	(1,362)	(1,692)	(4,366)	(2,376)	(3,626)	(2,911)	(3,666)	(50,321)	(74,391)
Depreciation	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,452	1,999	17,971
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization of Debt Financing Costs	59	41	50	51	51	52	52	53	52	54	53	152	720
Pension Payments	-	-	(267)	-	5	(1)	14	-	(3)	2	5	46,898	46,918
Non-cash (gain)/losses & Other	-	(1)	-	-	-	-	-	-	-	-	-	-	-
Sub-total	1,511	1,492	1,235	1,603	1,508	1,503	1,518	1,505	1,501	1,508	1,510	49,049	65,342
Changes in Working Capital													
Accounts Receivable	1,871	(6,414)	2,364	2,538	(1,595)	(2,838)	13,145	(4,024)	(207)	(313)	980	4,617	10,124
Inventories	(81)	385	(513)	(428)	592	609	(80)	727	1,189	1,318	5	169	3,914
Prepays	(38)	(31)	(1,079)	(1,227)	(1,764)	752	1,302	12	(344)	1,246	480	1,365	674
Accounts Payable	(3,103)	130	1,943	579	197	(1,018)	(5,392)	(343)	1,506	(353)	(228)	(218)	(6,300)
Accrued Liabilities	(350)	1,326	824	(1,634)	285	2,844	(586)	1,549	1,394	378	1,560	(1,794)	5,786
I/C A/P & A/R	-	1,477	-	5	497	812	(1,212)	(124)	1,029	(1,182)	(74)	(84)	1,144
Sub-total	(1,701)	(3,127)	3,539	(165)	(1,788)	1,161	7,187	(2,203)	4,567	1,094	2,723	4,055	15,342
Net Cash Provided by (Used in) Operations	(1,686)	(1,858)	4,723	(974)	(1,642)	972	4,349	(3,073)	2,442	(309)	566	2,783	6,293
Investing Activities:													
Purchase of Property, Plant, Equipment	(167)	(247)	(285)	(329)	(1,073)	(941)	(856)	(712)	(238)	(288)	(309)	(695)	(6,140)
Acquisition Cost Payments	-	(125)	-	-	4	-	-	-	-	-	-	-	(125)
Proceeds from Sales of PPE	-	10	-	-	-	-	-	-	-	-	-	-	14
Net Cash Provided by (Used in) Investing Activities	(167)	(362)	(285)	(329)	(1,069)	(941)	(856)	(712)	(238)	(288)	(309)	(695)	(6,251)
Cash Flow After Investing	(1,853)	(2,220)	4,438	(1,303)	(2,711)	31	3,493	(3,785)	2,204	(597)	257	2,088	42
Financing Activities:													
Capital Lease Payments (Principal) - CapEx Loan	-	-	-	-	-	-	-	-	-	-	-	-	(2,850)
Principal Payments on Debt	-	-	(2,675)	-	-	(175)	-	-	-	-	-	-	(8)
Proceeds / (Distributions) from / (to) Investors	-	-	-	50	-	-	(58)	-	-	-	-	-	(8)
Revolver Proceeds / (Payments) - Net	-	2,250	(2,250)	1,500	1,800	3,500	1,500	-	-	-	-	-	8,300
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	-	2,250	(4,925)	1,550	1,800	3,325	1,442	-	-	-	-	-	5,442
Cash Flow After Financing	(1,853)	30	(487)	247	(911)	3,356	4,935	(3,785)	2,204	(597)	257	2,088	5,484
Cash - Beginning of Period	1,998	145	175	(312)	(65)	(976)	2,380	7,315	3,530	5,734	5,137	5,394	1,998
Cash - End of Period	145	175	(312)	(65)	(976)	2,380	7,315	3,530	5,734	5,137	5,394	7,482	7,482
Note - Interest Expense in Net Income	821	591	642	692	553	552	736	760	759	885	662	709	8,362

CONTECH - A Marathon Automotive Group Company
2008 SPG Cashflow Statement
(\$000,s)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Operating Activities:													
Net Income (loss)	(899)	(720)	(598)	(353)	(767)	(688)	(1,234)	(357)	(289)	(344)	(646)	(11,567)	(18,462)
Depreciation	367	367	367	367	367	367	367	367	367	367	367	404	4,441
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization of Debt Financing Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Pension Payments	-	-	-	-	-	-	-	-	-	(3)	(0)	10,988	10,985
Non-cash (gain)/losses & Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	367	367	367	367	367	367	367	367	367	364	367	11,392	15,426
Changes in Working Capital													
Accounts Receivable	(289)	(200)	(199)	99	50	50	200	200	220	(1,076)	1,233	1,743	2,031
Inventory	(73)	(150)	(186)	36	50	(1)	351	400	187	97	(88)	631	1,254
Prepays	(89)	(100)	(100)	(25)	(25)	(27)	27	25	7	(23)	233	(205)	(302)
Accounts Payable	(397)	(300)	(209)	109	100	83	117	200	121	(165)	(106)	(1,680)	(2,127)
Accrued Liabilities	282	400	314	(314)	(300)	(365)	165	200	190	(540)	57	(580)	(491)
I/C A/P & A/R	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	(566)	(350)	(380)	(95)	(125)	(260)	860	1,025	725	(1,707)	1,329	(91)	365
Net Cash Provided by (Used in) Operations	(1,098)	(703)	(611)	(81)	(525)	(581)	(7)	1,035	803	(1,687)	1,050	(266)	(2,671)
Investing Activities:													
Purchase of Property, Plant, Equipment	(53)	(56)	(132)	(49)	(75)	(108)	(329)	(159)	(132)	(36)	(85)	(2)	(1,216)
Acquisition Cost Payments	-	-	-	-	-	-	-	-	-	-	-	150	150
Proceeds from Sales of PPE	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Investing Activities	(53)	(56)	(132)	(49)	(75)	(108)	(329)	(159)	(132)	(36)	(85)	148	(1,066)
Cash Flow After Investing	(1,151)	(759)	(743)	(130)	(600)	(689)	(336)	876	671	(1,723)	965	(118)	(3,737)
Financing Activities:													
Capital Lease Payments (Principal)	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds / (Distributions) from / (to) Investors	-	-	-	-	-	-	-	-	-	-	-	-	-
Revolver Proceeds / (Payments) - Net	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Financing	(1,151)	(759)	(743)	(130)	(600)	(689)	(336)	876	671	(1,723)	965	(118)	(3,737)
Cash - Beginning of Period	-	(1,151)	(1,910)	(2,653)	(2,783)	(3,383)	(4,072)	(4,408)	(3,532)	(2,861)	(4,584)	(3,619)	-
Cash - End of Period	(1,151)	(1,910)	(2,653)	(2,783)	(3,383)	(4,072)	(4,408)	(3,532)	(2,861)	(4,584)	(3,619)	(3,737)	(3,737)

Note - Interest Expense In Net Income

CONTECH - A Marathon Automotive Group Company
2008 UK Cashflow Statement
(Sterling Pounds - 000's)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Operating Activities:													
Net income (loss)	137	116	93	197	71	167	48	(70)	48	(9)	(279)	(1,052)	(533)
Depreciation	79	79	79	78	79	79	80	80	80	80	73	79	945
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization of Debt Financing Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Pension Payments	-	-	-	-	-	-	-	-	-	-	-	-	(1)
FX change impact on Working Capital	(1)	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	78	79	79	78	79	79	80	80	80	80	73	79	944
Changes in Working Capital													
Accounts Receivable	631	(1,057)	(255)	(531)	1,065	(907)	65	657	400	569	423	(434)	626
Inventory	(50)	(60)	210	145	79	(98)	(181)	131	(39)	(153)	307	(135)	156
Prepays	(560)	304	(217)	(439)	295	(207)	(64)	438	54	(416)	324	139	(349)
Accounts Payable	(35)	317	(201)	333	(192)	417	265	(638)	(490)	(598)	372	742	292
Accrued Liabilities	407	(134)	120	109	(175)	143	104	(335)	35	244	(224)	(42)	252
I/C A/P & A/R	-	(750)	-	-	(250)	(400)	600	-	(550)	550	-	17	(783)
Sub-total	393	(1,380)	(343)	(383)	822	(1,052)	789	253	(590)	196	1,202	287	194
Net Cash Provided by (Used in) Operations	608	(1,185)	(171)	(108)	972	(806)	917	263	(462)	267	996	(686)	605
Investing Activities:													
Purchase of Property, Plant, Equipment	(3)	-	(3)	-	-	(8)	(186)	-	(344)	-	(7)	(153)	(704)
Acquisition Cost Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Sales of PPE	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Investing Activities	(3)	-	(3)	-	-	(8)	(186)	-	(344)	-	(7)	(153)	(704)
Cash Flow After Investing	605	(1,185)	(174)	(108)	972	(814)	731	263	(806)	267	989	(839)	(99)
Financing Activities:													
Capital Lease Payments (Principal)	(16)	(17)	(16)	(16)	(17)	(17)	(17)	(17)	(17)	(17)	(18)	(17)	(202)
Principal Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds / (Distributions) from / (to) Investors	-	-	-	-	-	-	-	-	-	-	-	-	-
Revolver Proceeds / (Payments) - Net	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	(16)	(17)	(16)	(16)	(17)	(17)	(17)	(17)	(17)	(17)	(18)	(17)	(202)
Cash Flow After Financing	589	(1,202)	(190)	(124)	955	(831)	714	246	(823)	250	971	(856)	(301)
Cash - Beginning of Period	1,078	1,667	465	275	151	1,106	275	989	1,235	412	662	1,633	1,078
Cash - End of Period	1,667	465	275	151	1,106	275	989	1,235	412	662	1,633	777	777
	13	13	13	13	13	12	12	12	12	12	12	11	148

Note - Interest Expense in Net Income

CONTECH - A Marathon Automotive Group Company
2008 UK Cashflow Statement
(Dollars - 000's)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total
Operating Activities:													
Net Income (loss)	269	230	186	389	141	333	94	(128)	89	(15)	(427)	(1,538)	(377)
Depreciation	156	157	157	154	156	158	158	146	147	130	112	115	1,746
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization of Debt Financing Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Pension Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
FX change impact on Working Capital	(50)	59	10	(52)	17	60	(86)	(674)	88	(866)	(383)	(281)	(2,158)
Sub-total	106	216	167	102	173	218	72	(528)	235	(736)	(271)	(166)	(412)
Changes in Working Capital													
Accounts Receivable	1,302	(2,157)	(518)	(988)	2,089	(1,866)	224	1,949	648	1,734	947	(431)	2,933
Inventory	(82)	(138)	414	299	154	(206)	(342)	392	(89)	(59)	569	(143)	769
Prepays	(1,095)	585	(433)	(854)	578	(430)	(100)	1,013	80	(486)	617	275	(250)
Accounts Payable	(116)	682	(391)	618	(369)	878	453	(1,766)	(833)	(1,562)	370	899	(1,137)
Accrued Liabilities	797	(253)	238	207	(344)	293	193	(732)	73	292	(412)	(98)	254
I/C A/P & A/R	-	(1,490)	(2)	10	(497)	(812)	1,212	124	(1,029)	1,182	74	84	(1,144)
Sub-total	806	(2,771)	(682)	(708)	1,611	(2,143)	1,640	980	(1,150)	1,101	2,165	586	1,425
Net Cash Provided by (Used in) Operations	1,181	(2,325)	(339)	(217)	1,925	(1,592)	1,808	324	(826)	350	1,467	(918)	636
Investing Activities:													
Purchase of Property, Plant, Equipment	(6)	-	(6)	-	-	(16)	(367)	-	(631)	-	(11)	(225)	(1,262)
Acquisition Cost Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Sales of PPE	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Investing Activities	(6)	-	(6)	-	-	(16)	(367)	-	(631)	-	(11)	(225)	(1,262)
Cash Flow After Investing	1,175	(2,325)	(345)	(217)	1,925	(1,608)	1,439	324	(1,457)	350	1,456	(1,143)	(626)
Financing Activities:													
Capital Lease Payments (Principal)	(32)	(33)	(32)	(32)	(34)	(33)	(34)	(31)	(31)	(31)	(27)	(27)	(377)
Principal Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds / (Distributions) from / (to) Investors	-	-	-	-	-	-	-	-	-	-	-	-	-
Revolver Proceeds / (Payments) - Net	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	(32)	(33)	(32)	(32)	(34)	(33)	(34)	(31)	(31)	(31)	(27)	(27)	(377)
Cash Flow After Financing	1,143	(2,358)	(377)	(249)	1,891	(1,641)	1,405	293	(1,488)	319	1,429	(1,370)	(1,003)
Cash - Beginning of Period	2,139	3,282	924	547	298	2,189	548	1,953	2,246	758	1,077	2,506	2,139
Cash - End of Period	3,282	924	547	298	2,189	548	1,953	2,246	758	1,077	2,506	1,136	1,136
Note - Interest Expense in Net Income	26	28	26	26	26	24	24	22	22	20	18	16	276



A Marathon Automotive Group Company

2009 Financials

Includes Mar09 Actuals

CONTECH - A Marathon Automotive Group Company
Consolidated Financials
2009 Income Statement - MTD
(\$000,s)

[illegible]

(\$000,s)

[illegible]

CONTECH - A Marathon Automotive Group Company
US Casting (Includes Portage) Financials
2009 Income Statement - MTD
(\$000,s)

[illegible]

CONTECH - A Marathon Automotive Group Company
SPG Financials
2009 Income Statement - MTD
(\$000,s)

[illegible]

CONTECH - A Marathon Automotive Group Company
UK Casting Financials
2009 Income Statement - MTD
(Dollars - 000's)

[illegible]

CONTECH - A Marathon Automotive Group Company
UK Casting Financials
2009 Income Statement - MTD
(Sterling Pounds - 000's)

[illegible]

CONTECH - A Marathon Automotive Group Company
2009 Consolidated Balance Sheet
(\$000,s)

[illegible]

CONTECH - A Marathon Automotive Group Company
2009 US Balance Sheet
(\$000,s)

[illegible]

CONTECH - A Marathon Automotive Group Company
2009 US Casting (Including Portage) Balance Sheet
(\$000,s)

[illegible]

CONTECH - A Marathon Automotive Group Company
2009 SPG Balance Sheet
(\$000,s)

[illegible]

[illegible]

[illegible]

CONTECH - A Marathon Automotive Group Company
2009 Consolidated Cashflow Statement
(\$000,s)

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total
Operating Activities:													(7,430)
Net Income (loss)	(4,358)	(796)	(2,276)	-	-	-	-	-	-	-	-	-	2,253
Depreciation	1,954	(453)	752	-	-	-	-	-	-	-	-	-	164
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	(30)
Amortization of Debt Financing Costs	54	55	55	-	-	-	-	-	-	-	-	-	-
Pension Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-cash (gain)/losses & Other	(96)	54	12	-	-	-	-	-	-	-	-	-	2,387
Sub-total	1,912	(344)	819	-	-	-	-	-	-	-	-	-	-
Changes in Working Capital													(282)
Accounts Receivable	6,127	(4,831)	(1,578)	-	-	-	-	-	-	-	-	-	1,591
Inventory	638	503	450	-	-	-	-	-	-	-	-	-	1,398
Prepaids	269	941	188	-	-	-	-	-	-	-	-	-	4,919
Accounts Payable	3,284	1,469	166	-	-	-	-	-	-	-	-	-	4,330
Accrued Liabilities	821	1,250	2,259	-	-	-	-	-	-	-	-	-	-
I/C A/P & A/R	-	-	-	-	-	-	-	-	-	-	-	-	11,956
Sub-total	11,139	(668)	1,485	-	-	-	-	-	-	-	-	-	6,913
Net Cash Provided by (Used in) Operations	8,693	(1,808)	28										
Investing Activities:													(461)
Purchase of Property, Plant, Equipment	(217)	(56)	(188)	-	-	-	-	-	-	-	-	-	-
Acquisition Cost Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Sales of PPE	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Investing Activities	(217)	(56)	(188)										(461)
Cash Flow After Investing	8,476	(1,864)	(160)										6,452
Financing Activities:													(72)
Capital Lease Payments (Principal)	(26)	(24)	(22)	-	-	-	-	-	-	-	-	-	(5,735)
Principal Payments on Debt	(12,693)	6,946	12	-	-	-	-	-	-	-	-	-	-
Proceeds / (Distributions) from / (to) Investors	-	-	-	-	-	-	-	-	-	-	-	-	-
Revolver Proceeds / (Payments) - Net	-	-	293	-	-	-	-	-	-	-	-	-	293
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	(12,719)	6,922	283										(5,614)
Cash Flow After Financing	(4,243)	5,058	123										938
Cash - Beginning of Period	4,881	638	5,696										4,881
Cash - End of Period	638	5,696	5,819										5,819

Note - Interest Expense in Net income

845

(\$000's)

Note - Interest Expense in Net Income

CONTECH - A Marathon Automotive Group Company
2009 US Casting (Including Portage) Cashflow Statement
(\$000,s)

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total
Operating Activities:													
Net Income (loss)	(3,593)	(1,192)	(2,125)	-	-	-	-	-	-	-	-	-	(6,910)
Depreciation	1,456	(460)	498	-	-	-	-	-	-	-	-	-	1,494
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	164
Amortization of Debt Financing Costs	54	55	55	-	-	-	-	-	-	-	-	-	14
Pension Payments	2	8	4	-	-	-	-	-	-	-	-	-	1,672
Non-cash (gain)/losses & Other	1,512	(397)	557	-	-	-	-	-	-	-	-	-	-
Sub-total													
Changes in Working Capital													
Accounts Receivable	3,761	(4,280)	604	-	-	-	-	-	-	-	-	-	85
Inventory	660	(164)	462	-	-	-	-	-	-	-	-	-	958
Prepays	398	554	123	-	-	-	-	-	-	-	-	-	1,075
Accounts Payable	3,259	794	67	-	-	-	-	-	-	-	-	-	4,120
Accrued Liabilities	673	1,615	1,577	-	-	-	-	-	-	-	-	-	3,865
I/C A/P & A/R	(28)	2	2	-	-	-	-	-	-	-	-	-	(24)
Sub-total	8,723	(1,479)	2,835	-	-	-	-	-	-	-	-	-	10,079
Net Cash Provided by (Used in) Operations	6,642	(3,068)	1,267	-	-	-	-	-	-	-	-	-	4,841
Investing Activities:													
Purchase of Property, Plant, Equipment	(10)	(91)	1	-	-	-	-	-	-	-	-	-	(100)
Acquisition Cost Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Sales of PPE	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Investing Activities	(10)	(91)	1	-	-	-	-	-	-	-	-	-	(100)
Cash Flow After Investing	6,632	(3,159)	1,268	-	-	-	-	-	-	-	-	-	4,741
Financing Activities:													
Capital Lease Payments (Principal) - CapEx Loan	(12,693)	6,946	12	-	-	-	-	-	-	-	-	-	(5,735)
Principal Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds / (Distributions) from / (to) Investors	-	-	-	-	-	-	-	-	-	-	-	-	-
Revolver Proceeds / (Payments) - Net	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	(12,693)	6,946	12	-	-	-	-	-	-	-	-	-	(5,735)
Cash Flow After Financing	(6,061)	3,787	1,280	-	-	-	-	-	-	-	-	-	(994)
Cash - Beginning of Period	7,482	1,421	5,208	-	-	-	-	-	-	-	-	-	7,482
Cash - End of Period	1,421	5,208	6,488	-	-	-	-	-	-	-	-	-	6,488

Note - Interest Expense in Net Income

696 49 52

797

CONTECH - A Marathon Automotive Group Company
2009 SPG Cashflow Statement
(\$000,s)

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total
Operating Activities:													
Net Income (loss)	(700)	407	(39)	-	-	-	-	-	-	-	-	-	(332)
Depreciation	390	(101)	144	-	-	-	-	-	-	-	-	-	433
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization of Debt Financing Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Pension Payments	-	-	-	-	-	-	-	-	-	-	-	-	45
Non-cash (gain)/losses & Other	(1)	42	4	-	-	-	-	-	-	-	-	-	478
Sub-total	389	(59)	148	-	-	-	-	-	-	-	-	-	-
Changes in Working Capital													32
Accounts Receivable	1,239	(353)	(864)	-	-	-	-	-	-	-	-	-	290
Inventory	(81)	608	(237)	-	-	-	-	-	-	-	-	-	(296)
Prepays	145	(334)	(107)	-	-	-	-	-	-	-	-	-	1,678
Accounts Payable	1,264	746	(332)	-	-	-	-	-	-	-	-	-	579
Accrued Liabilities	128	(89)	540	-	-	-	-	-	-	-	-	-	2,283
I/C A/P & A/R	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total	2,695	578	(990)	-	-	-	-	-	-	-	-	-	2,429
Net Cash Provided by (Used in) Operations	2,384	926	(881)	-	-	-	-	-	-	-	-	-	2,429
Investing Activities:													
Purchase of Property, Plant, Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Acquisition Cost Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Sales of PPE	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Investing	2,384	926	(881)	-	-	-	-	-	-	-	-	-	2,429
Financing Activities:													
Capital Lease Payments (Principal)	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds / (Distributions) from / (to) Investors	-	-	-	-	-	-	-	-	-	-	-	-	-
Revolver Proceeds / (Payments) - Net	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Provided by (Used in) Financing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Financing	2,384	926	(881)	-	-	-	-	-	-	-	-	-	2,429
Cash - Beginning of Period	(3,737)	(1,353)	(427)	-	-	-	-	-	-	-	-	-	(3,737)
Cash - End of Period	(1,353)	(427)	(1,308)	-	-	-	-	-	-	-	-	-	(1,308)

Note - Interest Expense in Net Income

CONTECH - A Marathon Automotive Group Company
2009 UK Cashflow Statement
(Dollars - 000's)

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total
Operating Activities:													(188)
Net Income (loss)	(65)	(11)	(112)	-	-	-	-	-	-	-	-	-	326
Depreciation	108	108	110	-	-	-	-	-	-	-	-	-	-
Amortization of Intangibles	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization of Debt Financing Costs	-	-	-	-	-	-	-	-	-	-	-	-	(89)
Pension Payments	(97)	4	4	-	-	-	-	-	-	-	-	-	237
FX change impact on Working Capital Sub-total	11	112	114	-	-	-	-	-	-	-	-	-	(399)
Changes in Working Capital													343
Accounts Receivable	1,127	(198)	(1,328)	-	-	-	-	-	-	-	-	-	619
Inventory	59	59	225	-	-	-	-	-	-	-	-	-	(879)
Prepaids	(274)	721	172	-	-	-	-	-	-	-	-	-	(114)
Accounts Payable	(1,239)	(71)	431	-	-	-	-	-	-	-	-	-	24
Accrued Liabilities	20	(276)	142	-	-	-	-	-	-	-	-	-	(406)
I/C A/P & A/R	28	(2)	(2)	-	-	-	-	-	-	-	-	-	(357)
Sub-total	(279)	233	(360)	-	-	-	-	-	-	-	-	-	(361)
Net Cash Provided by (Used in) Operations	(333)	334	(368)	-	-	-	-	-	-	-	-	-	(718)
Investing Activities:													(361)
Purchase of Property, Plant, Equipment	(207)	35	(189)	-	-	-	-	-	-	-	-	-	-
Acquisition Cost Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Sales of PPE	-	-	-	-	-	-	-	-	-	-	-	-	(361)
Net Cash Provided by (Used in) Investing Activities	(207)	35	(189)	-	-	-	-	-	-	-	-	-	(718)
Cash Flow After Investing	(540)	369	(547)	-	-	-	-	-	-	-	-	-	(72)
Financing Activities:													(293)
Capital Lease Payments (Principal)	(26)	(24)	(22)	-	-	-	-	-	-	-	-	-	-
Principal Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds / (Distributions) from / (to) Investors	-	-	-	-	-	-	-	-	-	-	-	-	293
Revolver Proceeds / (Payments) - Net	-	-	293	-	-	-	-	-	-	-	-	-	221
Other	-	-	-	-	-	-	-	-	-	-	-	-	(497)
Net Cash Provided by (Used in) Financing Activities	(26)	(24)	271	-	-	-	-	-	-	-	-	-	1,136
Cash Flow After Financing	(566)	345	(276)	-	-	-	-	-	-	-	-	-	639
Cash - Beginning of Period	1,136	570	915	-	-	-	-	-	-	-	-	-	-
Cash - End of Period	570	915	639	-	-	-	-	-	-	-	-	-	48

Note - Interest Expense in Net Income

SCHEDULE 3.12(a)
OWNED REAL PROPERTY

CONTECH Locations

	Address/Phone	State	Dir of Operations	Operation
Alma	205 North Grover Alma, MI 48801 989-463-6166	Michigan	Grant Wesson	Die Cast Mfg
Auburn	1200 Power Drive Auburn, IN 46706 260-925-4711	Indiana	Randy Carnahan	Die Cast Mfg
Clarksville	901 Alfred Thun Road Clarksville, TN 37040 931-552-4011	Tennessee	Gregg Adams	Die Cast Mfg
Dowagiac	51241 M-51 North Dowagiac, MI 49047 269-782-8671	Michigan	Brad Farver	Die Cast Mfg
Pierceton	5 Arnolt Drive Pierceton, IN 46562 574-594-9681	Indiana	Forrester Asher	Die Cast Mfg
Portage	950 Trade Centre Way Portage, MI 49002 269-327-9990	Michigan		Division office

SCHEDULE 3.12(b)
LEASED REAL PROPERTY

Contech US Leased Real Estate

Portage Admin Office	950 Trade Centre Way, 2nd Floor, Portage, MI 49002
Indiana IT Office	1415 Lincolnway West, Osceola, IN 46561
Indiana NX Warehouse	2839 County Rd 72, Auburn, IN 46706
Alma Warehouse	Alma, MI
Portage Storage (Kuiper Bros.)	9114 Shaver Road, Portage, MI 49002

SCHEDULE 3.14

INSURANCE

Expense Analysis - Premium

	2008-2009	2009-2010 Renewal Option
Workers' Compensation		
Insurer	Zurich	Various State Funds
Estimated Premium:	\$ 481,844	\$ 1,277,819
Property		
Insurer	ACE	ACE
Estimated Premium:	\$ 309,709	\$ 304,125
General Liability		
Insurer	Chubb	Chubb
Estimated Cost:	\$ 112,685	\$ 72,663
Auto		
Insurer	Zurich	Chubb
Estimated Premium:	\$ 25,854	\$ 42,930
Umbrella		
Insurer	Chubb	Chubb
Estimated Premium:	\$ 75,750	\$ 71,831
Excess Liability		
Insurer	Allied World	Axis
Estimated Premium:	\$ 19,475	\$ 28,188
Foreign Package		
Insurer	Chubb	Chubb
Estimated Premium:	\$ 13,000	\$ 12,695
Ocean Cargo		
Insurer	ACE	ACE
Estimated Premium:	\$ 30,625	\$ 36,030
Executive Liability		
Insurer	Hartford	Hartford
Estimated Premium:	\$ 88,196	\$ 105,835
Estimated Premium:	\$ 1,157,038	\$ 1,952,116

EST.

CASTING
\$1,268K

Steel Products

\$684K

EQUITY RISK PARTNERS
112
5-13-09

SCHEDULE 5.12

EMPLOYEES

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
Judy	Aldrich	Misc Machine Operator	Alma Plant	Employee (Full-Time)
David	Aldrich	Tooling Technician	Alma Plant	Laid Off - no benefits
Robbie	Aldrich	Production Technician	Alma Plant	Laid Off - no benefits
David	Allen	Machine Lift Truck Oper	Alma Plant	Laid off with benefits
Marlene	Andrews	Quality Auditor	Alma Plant	Employee (Full-Time)
Shana	Angell	Stockroom Attendant	Alma Plant	Laid Off - no benefits
Donald	Ayers	Group Leader***	Alma Plant	Short Term Paid
Kenneth	Babcock	Electrician	Alma Plant	Employee (Full-Time)
David	Bachelder	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Jerry	Bancroft	Production Technician	Alma Plant	Employee (Full-Time)
Duane	Barton	Misc Machine Operator	Alma Plant	Long Term Disability Paid
Gregory	Blodgett	Furnace Operator	Alma Plant	Employee (Full-Time)
Jael	Blodgett	Lean Team Leader	Alma Plant	Laid Off - no benefits
Joseph	Bowen	Product Engineer	Alma Plant	Employee (Full-Time)
Christine	Boyne	Misc Machine Operator	Alma Plant	Unpaid Leave
Luann	Bozung	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Annette	Brauher	Misc Machine Operator	Alma Plant	Laid off with benefits
Roland	Bremer	Machine Technician	Alma Plant	Long Term Disability Paid
Marvin	Bunting	Machine Technician	Alma Plant	Employee (Full-Time)
Guy	Burnham	Production Technician	Alma Plant	Employee (Full-Time)
J	Butcher	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Teresa	Carman	Misc Machine Operator	Alma Plant	Laid Off - no benefits
John	Carvalho	Machine Technician	Alma Plant	Laid Off - no benefits
Anita	Clements	Quality Auditor	Alma Plant	Laid off with benefits
Gail	Clements	Machine Technician	Alma Plant	Laid Off - no benefits
William	Coughlin	Part time Watchman	Alma Plant	Employee (Part-Time)
Shannon	Daley	Measurement Systems Technician	Alma Plant	Employee (Full-Time)
Keith	Deline	Production Technician	Alma Plant	Employee (Full-Time)
Deborah	Detzler	Misc. Machine Operator	Alma Plant	Employee (Full-Time)
Brian	Doolittle	Production Technician	Alma Plant	Employee (Full-Time)
Nina	Federspiel	Misc Machine Operator	Alma Plant	Laid off with benefits
Richard	Fetters	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Chester	Fillhard	Measurement Systems Technician	Alma Plant	Laid off with benefits
Alan	Foster	Misc Machine Operator	Alma Plant	Employee (Part-Time)
David	Friend	Group Leader **	Alma Plant	Laid Off - no benefits
Kevin	Fritz	Machine Technician	Alma Plant	Laid off with benefits
Danny	Gantz	Production Technician	Alma Plant	Employee (Full-Time)
William	Garrett	Furnace Operator	Alma Plant	Laid Off - no benefits
Diana	Garza	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Guadalupe	Garza	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Christopher	Genigeski	Quality Engineer	Alma Plant	Employee (Full-Time)
Brian	Gillis	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Kelly	Glazier	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Michael	Goodyear	Machine Technician	Alma Plant	Laid off with benefits
Benjamin	Gross	General Production Labor	Alma Plant	Laid Off - no benefits
Christopher	Gutzki	Manufacturing Manager	Alma Plant	Employee (Full-Time)
Stanley	Hagen	Tooling Technician	Alma Plant	Employee (Full-Time)
Mary	Hernandez	Human Resources Coordinator	Alma Plant	Employee (Full-Time)
Raye	Hicks	Stockroom Attendant/Group Leader	Alma Plant	Employee (Full-Time)
Phyllis	Hines	Lean Team Leader	Alma Plant	Employee (Full-Time)
Cynthia	Hoffer	Quality Systems Administrator	Alma Plant	Employee (Full-Time)
Steve	Howard	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Marcia	Hull	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Mark	Johnson	Machine Technician	Alma Plant	Employee (Full-Time)
Stephen	King	Production Technician	Alma Plant	Laid Off - no benefits
David	Kris	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Kyle	LaCross	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Kevin	Lake	Production Supervisor	Alma Plant	Employee (Full-Time)
Lawrence	LeQuia	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Roger	Litwiller	Production Supervisor	Alma Plant	Employee (Full-Time)
Robert	Lombard	Heat Treat Operator	Alma Plant	Laid Off - no benefits

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
Connie	Lombard	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Jeremy	Lynch	Production Technician	Alma Plant	Laid Off - no benefits
James	MacGregor	Electrician	Alma Plant	Laid off with benefits
Frederick	Markovich	Tooling Technician	Alma Plant	Long Term Disability Paid
Michael	Martin	Furnace Operator	Alma Plant	Employee (Full-Time)
Stephen	McCallister	Production Technician	Alma Plant	Laid Off - no benefits
Dustin	McDonald	Engineering Manager	Alma Plant	Employee (Full-Time)
Daniel	McGuire	Tooling Technician	Alma Plant	Laid off with benefits
Jeremy	McMullen	Furnace Operator	Alma Plant	Laid Off - no benefits
William	Middleton	Die Cast Maintenance	Alma Plant	Employee (Full-Time)
Steven	Mitchell	Misc Machine Operator	Alma Plant	Laid off with benefits
Marshall	Morford	Production Technician	Alma Plant	Employee (Full-Time)
Diane	Most	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Todd	Mullard	Maintenance Mechanic	Alma Plant	Employee (Full-Time)
Greg	Myers	Manufacturing Engineer	Alma Plant	Employee (Full-Time)
Tommy	Myers	Machine Technician	Alma Plant	Laid Off - no benefits
Patricia	Nestle	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Richard	Nestle	Tooling Technician	Alma Plant	Workers Comp
John	Ostrander	Machine Technician	Alma Plant	Employee (Full-Time)
Charles	Owen	Production Technician	Alma Plant	Employee (Full-Time)
Charles	Owen II	Die Cast Maintenance	Alma Plant	Laid Off - no benefits
Alfred	Page	Production Technician	Alma Plant	Employee (Full-Time)
Daniel	Pendell	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Dean	Perry	Machine Technician	Alma Plant	Employee (Full-Time)
Case	Perry	General Production Labor	Alma Plant	Laid Off - no benefits
Kenneth	Post	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Daniel	Post	Misc. Machine Operator	Alma Plant	Employee (Full-Time)
Kimberly	Pratt	Quality Auditor	Alma Plant	Employee (Full-Time)
Darian	Purdy	Misc. Machine Operator	Alma Plant	Employee (Full-Time)
Mark	Rich	Machine Technician	Alma Plant	Laid off with benefits
Wade	Richards	Misc Machine Operator	Alma Plant	Laid off with benefits
Roger	Richardson	Electrician	Alma Plant	Laid off with benefits
Marc	Riebeling	Automation Electrician	Alma Plant	Employee (Full-Time)
Deborah	Riggs	Misc Machine Operator	Alma Plant	Laid off with benefits
David	Rippie	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Howard	Rowe	Machine Technician	Alma Plant	Laid Off - no benefits
Randy	Russell	Production Technician	Alma Plant	Workers Comp
Ricky	Seaman	Die Cast Engineering Tech	Alma Plant	Employee (Full-Time)
David	Sensing	Furnace Operator	Alma Plant	Laid Off - no benefits
Patrick	Shattuck	Machine Technician	Alma Plant	Laid Off - no benefits
Frederick	Shelley	Quality Auditor	Alma Plant	Short Term Paid
Raymond	Sinclair	Die Cast Maintenance	Alma Plant	Laid Off - no benefits
Daniel	Stahl	Maintenance Supervisor **	Alma Plant	Employee (Full-Time)
Charles	Steinhaus	Manufacturing Engineer	Alma Plant	Employee (Full-Time)
Keith	Strong	Production Technician	Alma Plant	Short Term Paid
Delbert	Taylor	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Terry	Taylor	Production Technician	Alma Plant	Employee (Full-Time)
Michael	Tedhams	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Dennis	Uribe	Production Technician	Alma Plant	Employee (Full-Time)
Phillip	VanAcker	Misc. Machine Operator	Alma Plant	Employee (Full-Time)
Anthony	Vaughn	Misc Machine Operator	Alma Plant	Laid off with benefits
Todd	Welch	Process Control Technician	Alma Plant	Laid Off - no benefits
Bryan	Wenzel	Machine Technician	Alma Plant	Employee (Full-Time)
Gregory	Wenzel	Production Technician	Alma Plant	Employee (Full-Time)
Jenny	Wenzel	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Cary	Wenzel	Administrative Assistant	Alma Plant	Laid Off - no benefits
Aaron	Wenzlick	Machine Technician	Alma Plant	Laid Off - no benefits
Grant	Wesson	Director of Operations - Alma	Alma Plant	Employee (Full-Time)
Rodney	Westall	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Margaret	White	Misc Machine Operator	Alma Plant	Employee (Full-Time)
Sheila	Wiles	Misc. Machine Operator	Alma Plant	Employee (Full-Time)

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
Stacey	Wilkinson	Die Cast Engineering Tech	Alma Plant	Laid off with benefits
Rockey	Wilson	Manufacturing Engineer	Alma Plant	Employee (Full-Time)
Ralph	Wilson	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Theresa	Wittig	Misc Machine Operator	Alma Plant	Laid Off - no benefits
Allen	Wolfgang	Machine Technician	Alma Plant	Employee (Full-Time)
Robert	Acker Jr	Machine Operator	Auburn Plant	Laid Off - no benefits
William	Agee	Production Technician	Auburn Plant	Employee (Full-Time)
Robert	Alt	Machine Operator	Auburn Plant	Employee (Full-Time)
Jeremy	Alyea	Maintenance Electrician	Auburn Plant	Employee (Full-Time)
Amy	Andrews	Quality Auditor	Auburn Plant	Laid Off - no benefits
Todd	Armstrong	Machine Technician	Auburn Plant	Employee (Full-Time)
Victoria	Babbitt	Quality Technician	Auburn Plant	Employee (Full-Time)
Fred	Bartz II	Set Up Technician	Auburn Plant	Employee (Full-Time)
Scott	Bebout	Maintenance Electrician GL	Auburn Plant	Employee (Full-Time)
Sharon	Beeler	Machine Operator	Auburn Plant	Employee (Full-Time)
Dean	Burch	Engineering Technician	Auburn Plant	Employee (Full-Time)
Zachary	Butler	Production Technician	Auburn Plant	Laid Off - no benefits
Randal	Carnahan	Plant Manager	Auburn Plant	Employee (Full-Time)
Donald	Carter II	Project Manager	Auburn Plant	Employee (Full-Time)
Rosita	Castillo	Machine Operator	Auburn Plant	Laid Off - no benefits
Justin	Chaney	Production Technician	Auburn Plant	Employee (Full-Time)
Joel	Cleverly	Machine Operator	Auburn Plant	Employee (Full-Time)
David	Clouse	Quality Technician	Auburn Plant	Employee (Full-Time)
Bryon	Colley	Toolroom Technician	Auburn Plant	Employee (Full-Time)
Ellis	Conley	Production Technician	Auburn Plant	Laid Off - no benefits
Connie	Cossairt	Machining Operator	Auburn Plant	Laid Off - no benefits
Maurice	Cotton	Maintenance Electrician	Auburn Plant	Employee (Full-Time)
Ernest	Cox	Production Technician	Auburn Plant	Laid Off - no benefits
Jonathan	Cox	Machine Operator	Auburn Plant	Employee (Full-Time)
Adam	Crow	Production Technician	Auburn Plant	Employee (Full-Time)
Donald	Croyle	Quality Auditor	Auburn Plant	Laid Off - no benefits
Rick	Cutigni	Manufacturing Engineer	Auburn Plant	Employee (Full-Time)
Ricky	Davis	Shift Supervisor	Auburn Plant	Employee (Full-Time)
Lynne	Davis	Quality Technician	Auburn Plant	Employee (Full-Time)
Erin	DeTray	Product Engineer	Auburn Plant	Employee (Full-Time)
Sarah	Dickmeyer	Machining Operator	Auburn Plant	Employee (Full-Time)
David	Ellis	Machine Operator	Auburn Plant	Laid Off - no benefits
Leonard	Elsner III	Machine Operator	Auburn Plant	Employee (Full-Time)
Dale	Evans	Machining Technician	Auburn Plant	Employee (Full-Time)
Phillip	Everidge	Machine Operator	Auburn Plant	Employee (Full-Time)
James	Farrell	Furnace Operator	Auburn Plant	Employee (Full-Time)
David	Fine	Furnace Operator Group Leader	Auburn Plant	Laid Off - no benefits
Thomas	Fischer	Maintenance Electrician GL	Auburn Plant	Employee (Full-Time)
Dianna	Foster	Machining Group Leader	Auburn Plant	Employee (Full-Time)
Carrie	Fuleki	Machine Operator	Auburn Plant	Laid Off - no benefits
Matthew	Garman	Lead Production Technician	Auburn Plant	Employee (Full-Time)
John	Gaston	Furnace Operator	Auburn Plant	Employee (Full-Time)
Samantha	Gessner	Quality Specialist	Auburn Plant	Employee (Full-Time)
Billy	Gilbert	Process Control Technician GL	Auburn Plant	Employee (Full-Time)
Daniel	Goodman	Furnace Operator	Auburn Plant	Laid Off - no benefits
Samuel	Greuter	Machine Operator	Auburn Plant	Laid off with benefits
John	Hall	Furnace Operator	Auburn Plant	Laid Off - no benefits
Christopher	Hamann	Machining Group Leader	Auburn Plant	Employee (Full-Time)
Steve	Hampshire	Production Technician	Auburn Plant	Laid Off - no benefits
Kimberly	Harig	Quality Technician	Auburn Plant	Employee (Full-Time)
Michael	Harris	Sr. Manufacturing Engineer	Auburn Plant	Employee (Full-Time)
Michael	Hawkins	Toolroom Technician	Auburn Plant	Employee (Full-Time)
Marvin	Herman	Sr. Manufacturing Engineer	Auburn Plant	Employee (Full-Time)
Charles	Hitt	Machine Operator	Auburn Plant	Laid Off - no benefits
Mary	Hoffman	Production Assistant Stockroom	Auburn Plant	Laid Off - no benefits
Kerry	Howe	Furnace Operator	Auburn Plant	Employee (Full-Time)

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
Robert	Hulbert	Toolroom Technician	Auburn Plant	Employee (Full-Time)
William	Hulbert	Production Technician	Auburn Plant	Employee (Full-Time)
Cathy	Hulbert	Production Technician	Auburn Plant	Employee (Full-Time)
Mathew	Hulbert	Furnace Operator	Auburn Plant	Employee (Full-Time)
Robert	Isenhour	Machine Operator	Auburn Plant	Employee (Full-Time)
Robert	Isham	Machining Group Leader	Auburn Plant	Employee (Full-Time)
Richard	Ittner	Production Technician	Auburn Plant	Laid Off - no benefits
Pete	Jimenez III	Lead Production Technician	Auburn Plant	Employee (Full-Time)
Raymond	Jones	Machine Operator	Auburn Plant	Employee (Full-Time)
Wanda	Kaiser	Machining Operator	Auburn Plant	Laid Off - no benefits
William	Kapp	Machining Operator	Auburn Plant	Employee (Full-Time)
Matthew	Kruckeberg	Production Assistant Stockroom	Auburn Plant	Laid Off - no benefits
Daniel	Larowe	Maintenance Electrician GL	Auburn Plant	Employee (Full-Time)
Steve	Lechleider	Machine Technician	Auburn Plant	Employee (Full-Time)
Tessa	Lewallen	Lead Production Technician	Auburn Plant	Employee (Full-Time)
Todd	Likes	Production Technician	Auburn Plant	Employee (Full-Time)
Mike	Lipscomb	Production Technician	Auburn Plant	Employee (Full-Time)
Michael	Loraine	Machining Technician	Auburn Plant	Employee (Full-Time)
Lance	Louthan	Maintenance Electrician	Auburn Plant	Laid Off - no benefits
Charles	Mann	Production Technician	Auburn Plant	Laid Off - no benefits
Michael	Mapes	Toolroom Technician	Auburn Plant	Employee (Full-Time)
Tanya	Markarian	Production Control Supervisor	Auburn Plant	Employee (Full-Time)
David	Mason	Lead Production Technician	Auburn Plant	Employee (Full-Time)
Derrik	Maxwell	Machining Operator	Auburn Plant	Laid Off - no benefits
Carissa	Maxwell	Quality Auditor	Auburn Plant	Laid Off - no benefits
Roberto	Maza Jr	Furnace Operator	Auburn Plant	Employee (Full-Time)
Kevin	McBride	Maintenance Electrician	Auburn Plant	Employee (Full-Time)
Rick	McDonald	Machine Operator	Auburn Plant	Employee (Full-Time)
Marcalena	McKenzie	Machining Operator	Auburn Plant	Laid Off - no benefits
Christopher	Mckoon	Production Technician	Auburn Plant	Laid Off - no benefits
Carla	Mendez	Machining Operator	Auburn Plant	Employee (Full-Time)
Courtney	Metz	Production Technician	Auburn Plant	Employee (Full-Time)
Stewart	Metz	Machine Operator	Auburn Plant	Laid Off - no benefits
Jeffery	Mickelini	Maintenance Electrician	Auburn Plant	Employee (Full-Time)
Christine	Mikula	Machining Operator	Auburn Plant	Employee (Full-Time)
Jerry	Mills	Production Technician	Auburn Plant	Employee (Full-Time)
Nick	Miner	Machine Operator	Auburn Plant	Laid Off - no benefits
Kenneth	Moffett	Machining Technician	Auburn Plant	Employee (Full-Time)
Denise	Moreno	Materials Clerk	Auburn Plant	Employee (Full-Time)
Taya	Motley	Administrative Assistant Co-op	Auburn Plant	Employee (Part-Time)
Jason	Oberlin	Machining Technician	Auburn Plant	Employee (Full-Time)
Kevin	Ortiz	Shift Supervisor	Auburn Plant	Employee (Full-Time)
Chad	Parrish	Production Technician	Auburn Plant	Laid Off - no benefits
Juan	Perez	Production Technician	Auburn Plant	Employee (Full-Time)
Vernon	Posey	Production Technician	Auburn Plant	Long Term Disability Paid
Kenneth	Preston	Maintenance Electrician	Auburn Plant	Employee (Full-Time)
Sherri	Ramey	Machine Operator	Auburn Plant	Employee (Full-Time)
Kimberly	Ray	Plant Administrator **	Auburn Plant	Employee (Full-Time)
Donald	Renner	Production Technician	Auburn Plant	Employee (Full-Time)
Charles	Ridge	Maintenance Engineering Intern	Auburn Plant	Employee (Part-Time)
Erik	Roach	Production Technician	Auburn Plant	Employee (Full-Time)
Christi	Rosa	Machining Operator	Auburn Plant	Long Term Disability Paid
James	Roudebush	Lead Production Technician	Auburn Plant	Employee (Full-Time)
Thomas	Sauer	Maintenance Electrician	Auburn Plant	Employee (Full-Time)
Michael	Shultz	Production Technician	Auburn Plant	Laid Off - no benefits
Nathen	Simmons	Furnace Operator	Auburn Plant	Laid Off - no benefits
Matthew	Simon	Toolroom Technician	Auburn Plant	Employee (Full-Time)
Jeffery	Smith	Toolroom Technician	Auburn Plant	Employee (Full-Time)
James	Smith	Maintenance Electrician	Auburn Plant	Long Term Disability Paid
Todd	Smith	Production Technician	Auburn Plant	Employee (Full-Time)
Rebecca	Sparkman	Machine Operator	Auburn Plant	Short Term Paid

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
Timothy	Stayner	CNC Technician	Auburn Plant	Employee (Full-Time)
Joan	Stockert	Machine Operator	Auburn Plant	Employee (Full-Time)
Brent	Stryker	Toolroom Technician	Auburn Plant	Employee (Full-Time)
Carla	Stryker	Production Assistant Stockroom	Auburn Plant	Employee (Full-Time)
Shilo	Swonger	Production Technician	Auburn Plant	Employee (Full-Time)
Mark	Tempel	Manufacturing Manager	Auburn Plant	Employee (Full-Time)
William	Towle	Machining Technician	Auburn Plant	Employee (Full-Time)
Robin	Towle	Production Technician	Auburn Plant	Employee (Full-Time)
Chad	Turner	Lead Production Technician	Auburn Plant	Laid Off - no benefits
Rebecca	Vallin	Machine Operator	Auburn Plant	Laid Off - no benefits
James	Watkins	Production Technician	Auburn Plant	Laid Off - no benefits
Phillip	Wilcox	Machine Operator	Auburn Plant	Employee (Full-Time)
Ryan	Williams	Lead Production Technician	Auburn Plant	Employee (Full-Time)
Jack	Wolfe	Manufacturing Support Supervisor	Auburn Plant	Employee (Full-Time)
John	Wyss Jr	Lead Production Technician	Auburn Plant	Employee (Full-Time)
Robert	Yeager	Manufacturing Engineer	Auburn Plant	Employee (Full-Time)
Kevin	Zies	Production Technician	Auburn Plant	Employee (Full-Time)
Gregg	Adams	Director of Operations - Clarksville	Clarksville Plant	Employee (Full-Time)
Ellen	Allen	Machine Operator	Clarksville Plant	Employee (Full-Time)
John	Anderson	Machine Operator	Clarksville Plant	Employee (Full-Time)
Joseph	Ash	Tool Maker A	Clarksville Plant	Employee (Full-Time)
Ronnie	Atkins	Maintenance Technician	Clarksville Plant	Employee (Full-Time)
Larry	Austin	PLC Technician B	Clarksville Plant	Employee (Full-Time)
Donald	Baggett	Machine Operator	Clarksville Plant	Employee (Full-Time)
Ronald	Baker	Tool Maker A	Clarksville Plant	Employee (Full-Time)
Lisa	Basham	Quality Systems Administrator	Clarksville Plant	Employee (Full-Time)
Robert	Benton Jr	Tool Maker A	Clarksville Plant	Employee (Full-Time)
David	Bordo Jr	Machine Operator	Clarksville Plant	Employee (Full-Time)
Jeremy	Boyd	Machining Technician B	Clarksville Plant	Employee (Full-Time)
Angela	Bradshaw	Administrative Assistant	Clarksville Plant	Employee (Full-Time)
Betty	Britt	Machine Operator	Clarksville Plant	Employee (Full-Time)
Chad	Brown	Machining Technician B	Clarksville Plant	Employee (Full-Time)
William	Bunn	Production Supervisor	Clarksville Plant	Employee (Full-Time)
Michael	Burgess	Engineering Manager	Clarksville Plant	Employee (Full-Time)
Dewey	Burkhart	Tool Maker A	Clarksville Plant	Leave of Absence
Tammy	Burns	Materials Manager	Clarksville Plant	Employee (Full-Time)
Philip	Burton	BD/QA Engineering Manager	Clarksville Plant	Employee (Full-Time)
Kyle	Campbell	Machining Technician B	Clarksville Plant	Laid off with benefits
Russell	Carson	Maintenance Technician	Clarksville Plant	Employee (Full-Time)
Carl	Clary	Maintenance Technician B	Clarksville Plant	Employee (Full-Time)
Trevor	Cole	Machining Technician B	Clarksville Plant	Laid off with benefits
Johnny	Collins	Maintenance Technician	Clarksville Plant	Employee (Full-Time)
David	Cooper	Sr. Machining Engineer	Clarksville Plant	Employee (Full-Time)
Gerald	Craycraft	Manufacturing & Maintenance Mgr	Clarksville Plant	Employee (Full-Time)
Gregory	Cutshaw	PLC Technician B	Clarksville Plant	Employee (Full-Time)
Joseph	Degreef	Machine Operator	Clarksville Plant	Employee (Full-Time)
Mary	Delvendahl	Quality Auditor	Clarksville Plant	Employee (Full-Time)
Joel	Dixon	Machine Operator	Clarksville Plant	Employee (Full-Time)
Donnie	Downs	Maintenance Technician	Clarksville Plant	Employee (Full-Time)
Shannon	Ellington	Machine Operator	Clarksville Plant	Employee (Full-Time)
Nicholas	Farmer	Quality Auditor	Clarksville Plant	Employee (Full-Time)
Anthony	Felts	Machine Operator	Clarksville Plant	Employee (Full-Time)
Charles	Ferguson	Furnace Technician - NADCA	Clarksville Plant	Workers Comp
Tony	Foster	Die Cast Cell Technician - NADCA	Clarksville Plant	Employee (Full-Time)
Larry	Fowler	Die Cast Cell Technician - NADCA	Clarksville Plant	Employee (Full-Time)
Ingrid	Frazier	Quality Auditor	Clarksville Plant	Employee (Full-Time)
Frederick	Gibson	Maintenance Technician B	Clarksville Plant	Employee (Full-Time)
Lonnie	Gibson	Die Cast Cell Technician - NADCA	Clarksville Plant	Laid off with benefits
Chuck	Gillespie	CMM Programmer	Clarksville Plant	Employee (Full-Time)
Jonathan	Godwin	Machining Technician A	Clarksville Plant	Employee (Full-Time)
Mary	Golliday	Machine Operator	Clarksville Plant	Employee (Full-Time)

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
William	Graham	Tool Maker A	Clarksville Plant	Employee (Full-Time)
Amy	Guerard	Quality Auditor	Clarksville Plant	Employee (Full-Time)
David	Hall	Tool Maker A	Clarksville Plant	Employee (Full-Time)
Paul	Hardin	Stockroom Attendant	Clarksville Plant	Employee (Full-Time)
Ronald	Harrison	Lead Process Technician	Clarksville Plant	Employee (Full-Time)
William	Henderson	Die Cast Cell Technician - NADCA	Clarksville Plant	Employee (Full-Time)
William	Hicks	Tool Maker A	Clarksville Plant	Employee (Full-Time)
Matthew	Hiler	Production Supervisor	Clarksville Plant	Employee (Full-Time)
Dean	Hover	Machine Operator	Clarksville Plant	Employee (Full-Time)
Steven	Hunt	Material Handler	Clarksville Plant	Employee (Full-Time)
Nancy	Hunt	Metallurgical Technician	Clarksville Plant	Employee (Full-Time)
Harry	Hurst	Stockroom Attendant	Clarksville Plant	Employee (Full-Time)
Gary	Hutchinson	Die Cast Cell Technician	Clarksville Plant	Employee (Full-Time)
Clarence	Jarmon	Machine Operator	Clarksville Plant	Employee (Full-Time)
Hector	Jimenez	Production Engineer	Clarksville Plant	Employee (Full-Time)
John	Jimerson	Die Cast Cell Technician - NADCA	Clarksville Plant	Employee (Full-Time)
James	Johnson	Furnace Technician	Clarksville Plant	Employee (Full-Time)
Virgil	Jones	Machine Operator	Clarksville Plant	Employee (Full-Time)
Puja	Kadolkar	Manufacturing Engineer	Clarksville Plant	Employee (Full-Time)
Cheyenne	Kemp	Machine Operator	Clarksville Plant	Employee (Full-Time)
Kenneth	Kio	Human Resource Manager	Clarksville Plant	Employee (Full-Time)
Donnie	Laster	Machine Operator	Clarksville Plant	Employee (Full-Time)
Barry	Latham	Die Cast Cell Technician - NADCA	Clarksville Plant	Employee (Full-Time)
Orlando	Ledesma	Machine Operator	Clarksville Plant	Employee (Full-Time)
Samuel	Lewis	Furnace Technician	Clarksville Plant	Employee (Full-Time)
Michael	Ligon	Furnace Operator-NADCA	Clarksville Plant	Employee (Full-Time)
Paul	Liszewski	Maintenance Technician	Clarksville Plant	Employee (Full-Time)
Virginia	McCarty	Machine Operator	Clarksville Plant	Employee (Full-Time)
John	McClanahan	Maintenance Supervisor	Clarksville Plant	Employee (Full-Time)
Adam	McGehee	Machining Technician B	Clarksville Plant	Employee (Full-Time)
James	McKnight Jr.	Quality Manager	Clarksville Plant	Employee (Full-Time)
Jimmy	Meier	Quality Auditor	Clarksville Plant	Employee (Full-Time)
Joe	Mills	Lead Process Technician	Clarksville Plant	Employee (Full-Time)
Kirk	Minor	Shipping / Receiving Clerk	Clarksville Plant	Employee (Full-Time)
Michael	Mize	Machine Operator	Clarksville Plant	Employee (Full-Time)
Ernest	Mohley	Senior Process Engineer	Clarksville Plant	Employee (Full-Time)
Terry	Morrow	Die Cast Cell Technician - NADCA	Clarksville Plant	Employee (Full-Time)
Migdalia	Navarro	Machine Operator	Clarksville Plant	Employee (Full-Time)
Joshua	Oliphant	Machine Operator	Clarksville Plant	Employee (Full-Time)
Monica	Oliver	Machine Operator	Clarksville Plant	Employee (Full-Time)
William	Osborne	Die Cast Cell Technician	Clarksville Plant	Employee (Full-Time)
Jamie	Parker	Machine Operator	Clarksville Plant	Employee (Full-Time)
Patricia	Pearson	Quality Auditor	Clarksville Plant	Leave of Absence
Doris	Pearson	Quality Auditor	Clarksville Plant	Employee (Full-Time)
Robert	Pierce	Heat Treat Technician	Clarksville Plant	Employee (Full-Time)
Valerie	Rachford	Stockroom Group Leader	Clarksville Plant	Employee (Full-Time)
John	Ricchuite Jr	Machining Technician A	Clarksville Plant	Employee (Full-Time)
Leonard	Richardson	Machine Operator	Clarksville Plant	Employee (Full-Time)
Tracie	Ridley	Machine Operator	Clarksville Plant	Laid off with benefits
Thomas	Robertson	Maintenance Technician	Clarksville Plant	Employee (Full-Time)
Francis	Rose	Die Cast Cell Technician - NADCA	Clarksville Plant	Employee (Full-Time)
Sherrica	Rugante	Machine Operator	Clarksville Plant	Employee (Full-Time)
Thomas	Russell	Quality Auditor	Clarksville Plant	Laid off with benefits
Connell	Rust	Furnace Technician - NADCA	Clarksville Plant	Employee (Full-Time)
Jonnell	Sanders	Material Handler	Clarksville Plant	Employee (Full-Time)
Anthony	Schaaf	Tool Maker B	Clarksville Plant	Employee (Full-Time)
Marilyn	Scott	Machine Operator	Clarksville Plant	Laid off with benefits
Jason	Senn	Lead Process Technician	Clarksville Plant	Employee (Full-Time)
Dovie	Sims	Plant Administrator	Clarksville Plant	Employee (Full-Time)
Jeffrey	Slaughter	Production Supervisor	Clarksville Plant	Employee (Full-Time)
Stacy	Smith	Machine Operator	Clarksville Plant	Employee (Full-Time)

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
Angelind	Smith	Machine Operator	Clarksville Plant	Employee (Full-Time)
Tavarius	Sneed	Machining Technician B	Clarksville Plant	Employee (Full-Time)
Ozell	Spates Jr	Die Cast Cell Technician	Clarksville Plant	Employee (Full-Time)
Darryl	Staats	Senior Process Engineer	Clarksville Plant	Employee (Full-Time)
Wayne	Strachan	Heat Treat Technician	Clarksville Plant	Employee (Full-Time)
Brian	Tate	Sr. Quality Engineer	Clarksville Plant	Employee (Full-Time)
Lawrence	Teal	Material Handler - Maintenance	Clarksville Plant	Employee (Full-Time)
Gary	Toliver	Die Cast Cell Technician	Clarksville Plant	Employee (Full-Time)
Cotina	Townsend	Machine Operator	Clarksville Plant	Leave of Absence
Jennifer	Trippany	Quality Auditor	Clarksville Plant	Employee (Full-Time)
Timothy	Trump	Material Handler	Clarksville Plant	Employee (Full-Time)
Calvin	Turner	Machine Operator	Clarksville Plant	Employee (Full-Time)
Timothy	Walden	Lead Process Technician	Clarksville Plant	Employee (Full-Time)
Angela	Wallace	PLC Technician B	Clarksville Plant	Employee (Full-Time)
Rashawn	Warren	Machine Operator	Clarksville Plant	Employee (Full-Time)
Johnny	White	Machine Operator	Clarksville Plant	Employee (Full-Time)
Cecil	Williams	Manufacturing Engineer & Environmental Rep.	Clarksville Plant	Employee (Full-Time)
Kenneth	Williams Jr	Machine Operator	Clarksville Plant	Employee (Full-Time)
Glenn	Yeager	Heat Treat Technician	Clarksville Plant	Employee (Full-Time)
Willie	Young	Lead Process Technician	Clarksville Plant	Employee (Full-Time)
Jack	Abshagen	Maintenance Mechanic	Dowagiac Plant	Laid off with benefits
Ronald	Abshagen	Die Cast Setup	Dowagiac Plant	Laid off with benefits
Gregory	Adams	Furnace Operator	Dowagiac Plant	Laid Off - no benefits
John	Austin	Lead Technician Die Cast	Dowagiac Plant	Laid Off - no benefits
Carol	Baker	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Robin	Barger	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Terri	Baushke	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Anita	Beach	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Anna	Bement	Misc Machine Operator	Dowagiac Plant	Laid off with benefits
Charles	Blue	Machine Technician C	Dowagiac Plant	Employee (Full-Time)
Hubert	Bratcher	Machine Technician C	Dowagiac Plant	Laid Off - no benefits
Tiffany	Brooks	Machine Technician C1	Dowagiac Plant	Employee (Full-Time)
Carrie	Brooks	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Robert	Brosnan	Toolroom Supervisor	Dowagiac Plant	Employee (Full-Time)
David	Carlson	Machine Technician C	Dowagiac Plant	Employee (Full-Time)
Bradley	Carlton	Automation Technician	Dowagiac Plant	Employee (Full-Time)
James	Cheatham	Maintenance Mechanic	Dowagiac Plant	Employee (Full-Time)
David	Chrisp	Engineering/Quality Manager	Dowagiac Plant	Employee (Full-Time)
Doroteio	Corona	Magnesium Production Technician	Dowagiac Plant	Laid off with benefits
Thomas	Coryell	Machine Technician C1	Dowagiac Plant	Laid Off - no benefits
Kelly	Cromer	Machine Technician B	Dowagiac Plant	Employee (Full-Time)
David	Cross	Furnace Operator	Dowagiac Plant	Employee (Full-Time)
David	Daisy	Magnesium Production Technician	Dowagiac Plant	Laid Off - no benefits
Marion	Davis	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Dennis	Ditsch	Tool & Die Maker B	Dowagiac Plant	Laid Off - no benefits
Prentice	Dollins	Die Cast Setup	Dowagiac Plant	Laid Off - no benefits
Larry	Dollins	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Wayne	Fairleigh	Senior Manufacturing Engineer	Dowagiac Plant	Employee (Full-Time)
Bradley	Farver	Plant Manager	Dowagiac Plant	Employee (Full-Time)
Louis	Fischer	Lead Technician Mach	Dowagiac Plant	Employee (Full-Time)
Sharon	Fischer	CMM Operator	Dowagiac Plant	Employee (Full-Time)
Robert	Friske	Machine Technician A	Dowagiac Plant	Employee (Full-Time)
Jose	Garcia	Production Technician	Dowagiac Plant	Employee (Full-Time)
Gary	Gardner	Magnesium Production Technician	Dowagiac Plant	Laid Off - no benefits
Michael	Glover	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Allen	Goudy	Machine Technician C	Dowagiac Plant	Employee (Full-Time)
Roddy	Green	Production Technician - Cert	Dowagiac Plant	Laid Off - no benefits
David	Green	Maintenance Mechanic GL	Dowagiac Plant	Employee (Full-Time)
Barbara	Greenman	Misc Machine Operator	Dowagiac Plant	Laid off with benefits
Jerry	Harger	Production Technician	Dowagiac Plant	Laid Off - no benefits
Ryan	Hemenway	Machine Technician B	Dowagiac Plant	Employee (Full-Time)

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
Phillip	Hillhouse	Automation Technician	Dowagiac Plant	Laid Off - no benefits
Victoria	Hillhouse	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Amanda	Hodge	Machine Technician C1	Dowagiac Plant	Employee (Full-Time)
John	Hokanson	Quick Die Change Technician	Dowagiac Plant	Laid off with benefits
Julie	Hokanson	Production Technician - Cert	Dowagiac Plant	Laid Off - no benefits
Kenneth	Holland	Electrical Helper	Dowagiac Plant	Laid Off - no benefits
Kim	Hull	Machine Technician C	Dowagiac Plant	Employee (Full-Time)
Bruce	Hutson	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Margaret	Ibbotson	Misc Machine Operator	Dowagiac Plant	Employee (Full-Time)
Abraham	Jacko	Electrician A Grp Ldr	Dowagiac Plant	Laid off with benefits
Diane	Janssen	Production Technician - Cert	Dowagiac Plant	Laid Off - no benefits
James	Jaynes	Furnace Operator	Dowagiac Plant	Laid off with benefits
Dorletha	Jenkins	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Theresa	Jiles	Misc. Machine Operator	Dowagiac Plant	Laid Off - no benefits
David	Jurek	Die Cast Technician	Dowagiac Plant	Laid off with benefits
Tony	Kopaceski	Production Technician - Cert	Dowagiac Plant	Laid off with benefits
Rick	Krizinski	Team Leader	Dowagiac Plant	Employee (Full-Time)
Duane	Lawrence	Tool Die Maker A	Dowagiac Plant	Employee (Full-Time)
James	Lawrence	Machine Technician A	Dowagiac Plant	Employee (Full-Time)
John	Lee Sr	Materials Manager	Dowagiac Plant	Employee (Full-Time)
Bonnie	Lindley	Quality Auditor	Dowagiac Plant	Employee (Full-Time)
William	Lindley	Production Technician - Cert	Dowagiac Plant	Employee (Full-Time)
Michael	Ludlow	Die Cast Setup	Dowagiac Plant	Long Term Disability Paid
Keith	Luke	Team Leader	Dowagiac Plant	Employee (Full-Time)
Marvin	Maggert	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Barbara	Maly	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Trurone	Mays	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Gary	McCormick	Senior Quality Engineer	Dowagiac Plant	Employee (Full-Time)
Mark	Miller	Furnace Operator	Dowagiac Plant	Laid Off - no benefits
Patty	Morse	Production Technician - Cert	Dowagiac Plant	Laid Off - no benefits
Larry	Morse	Magnesium Production Technician	Dowagiac Plant	Laid Off - no benefits
Sandra	Morseau	Misc Machine Operator	Dowagiac Plant	Laid off with benefits
Julie	Murphy	Administrative Assistant	Dowagiac Plant	Laid Off - no benefits
Darron	Murray	Maintenance Supervisor	Dowagiac Plant	Employee (Full-Time)
Brian	Parmley	Lead Technician Die Cast	Dowagiac Plant	Employee (Full-Time)
Darlene	Patterson	Material Coordinator	Dowagiac Plant	Employee (Full-Time)
Karen	Patterson	Production Technician - Cert	Dowagiac Plant	Laid Off - no benefits
Bonnie	Pierce	Misc Machine Operator	Dowagiac Plant	Employee (Full-Time)
Wendell	Pompey	Team Leader	Dowagiac Plant	Employee (Full-Time)
Charlene	Price	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Paul	Pullen	Machine Technician C	Dowagiac Plant	Laid Off - no benefits
Daniel	Rafferty	Machine Engineer	Dowagiac Plant	Employee (Full-Time)
Christopher	Rasmussen	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Gregory	Roberts	Process Technician	Dowagiac Plant	Employee (Full-Time)
Larry	Ross	Furnace Operator	Dowagiac Plant	Laid Off - no benefits
Ruth	Rouse	Human Resource Administrator	Dowagiac Plant	Employee (Full-Time)
Joann	Sampley	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Danny	Sansom	Team Leader	Dowagiac Plant	Employee (Full-Time)
Kelliagh	Schaus	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Diane	Schoetzow	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
David	Sexton	Maintenance Specialist	Dowagiac Plant	Employee (Full-Time)
Wesley	Sims	Furnace Operator	Dowagiac Plant	Laid Off - no benefits
Barbara	Singleton	Quality Auditor	Dowagiac Plant	Employee (Full-Time)
Brian	Singleton	Machine Technician C	Dowagiac Plant	Employee (Full-Time)
David	Slavings	Production Supervisor**	Dowagiac Plant	Employee (Full-Time)
Dale	Smith	Shift Leader**	Dowagiac Plant	Laid Off - no benefits
Charles	Sobieski	Tool & Die Maker B	Dowagiac Plant	Laid Off - no benefits
Morris	Squires	Machine Technician C	Dowagiac Plant	Laid Off - no benefits
Harold	Stewart	Electrician A	Dowagiac Plant	Laid off with benefits
Delania	Stockwell	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Marvin	Strong	Quick Die Change Technician	Dowagiac Plant	Laid Off - no benefits

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
William	Stroud	Tool Die Maker A	Dowagiac Plant	Laid off with benefits
Drek	Stubblefield	Automation Technician	Dowagiac Plant	Employee (Full-Time)
Thomas	Stull	Machine Technician C	Dowagiac Plant	Employee (Full-Time)
Lester	Sweet	Tool Die Maker A	Dowagiac Plant	Laid off with benefits
Jolynn	Swisher	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Matthew	Thunell	Furnace Operator	Dowagiac Plant	Laid Off - no benefits
Danny	Truelove	Furnace Operator	Dowagiac Plant	Employee (Full-Time)
Shirley	Unger	Stockroom Attendant	Dowagiac Plant	Laid Off - no benefits
William	Visel	Production Technician - Cert	Dowagiac Plant	Laid off with benefits
Christopher	Wallace	Production Supervisor**	Dowagiac Plant	Employee (Full-Time)
Doris	Walton	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Kathleen	Watson	Quality Auditor	Dowagiac Plant	Employee (Full-Time)
Robert	Wegner	Tool & Die Maker C	Dowagiac Plant	Laid Off - no benefits
Arthur	West	Tool Die Maker A Grp Ldr	Dowagiac Plant	Employee (Full-Time)
Jason	West	Production Technician	Dowagiac Plant	Laid Off - no benefits
Phillip	Wheeler	Machine Technician C	Dowagiac Plant	Employee (Full-Time)
Norma	Whitmore	Misc Machine Operator	Dowagiac Plant	Laid off with benefits
Thomas	Whitmore	Tool Die Maker A	Dowagiac Plant	Laid off with benefits
Harry	Wickett	Electrician	Dowagiac Plant	Employee (Full-Time)
Robert	Wilder	Production Technician - Cert	Dowagiac Plant	Laid off with benefits
James	Wilfert	Manufacturing Manager	Dowagiac Plant	Employee (Full-Time)
Tammie	Williams	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Tonia	Wiseman	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
Mark	Wisniewski	Materials Coordinator	Dowagiac Plant	Employee (Full-Time)
Glenda	Younger	Misc Machine Operator	Dowagiac Plant	Laid Off - no benefits
John	Albery	Manager of Information Technology	Contech Headquart	Employee (Full-Time)
Charles	Barnes	Advanced Engineering Manager	Contech Headquart	Employee (Full-Time)
John	Beffel	Director of Information Technology	Contech Headquart	Employee (Full-Time)
Joseph	Bigelow	Design & Development Engineer	Contech Headquart	Employee (Full-Time)
Edward	Bock	Sales Account Manager	Contech Headquart	Employee (Full-Time)
Laura	Brady	Purchasing Coordinator	Contech Headquart	Employee (Full-Time)
Zachary	Brown	Technology Manager	Contech Headquart	Employee (Full-Time)
Sheri	Castanon	Payroll & Benefits Specialist	Contech Headquart	Employee (Full-Time)
Linda	Cleveland	Accounts Payable Specialist	Contech Headquart	Employee (Full-Time)
Paul	Collier	Program Manager	Contech Headquart	Employee (Full-Time)
Steven	Corbit	Business Development Engineer	Contech Headquart	Employee (Full-Time)
Mary	Denaway-Root	Accounts Receivable Supervisor	Contech Headquart	Employee (Full-Time)
Patrick	Fillar	Director of Finance	Contech Headquart	Employee (Full-Time)
Curtis	French	Director of North American Manufacturing	Contech Headquart	Employee (Full-Time)
Amanda	Haas	Purchasing Intern	Contech Headquart	Employee (Part-Time)
Dawn	Hall	Receptionist	Contech Headquart	Employee (Full-Time)
Lawrence	Hamilton	Senior Buyer/Sqa	Contech Headquart	Employee (Full-Time)
Anthony	Herman	Sr. Technology Applications Engineer	Contech Headquart	Employee (Full-Time)
Danny	Hertel	Senior Applications Specialist	Contech Headquart	Employee (Full-Time)
Scott	Horton	Engineering Intern	Contech Headquart	Employee (Part-Time)
David	Jaeger	President & COO	Contech Headquart	Employee (Full-Time)
Justin	Johnson	IT Intern	Contech Headquart	Employee (Part-Time)
Patricia	Keller	Financial Analyst	Contech Headquart	Employee (Full-Time)
Todd	Kraemer	Sales Account Manager	Contech Headquart	Employee (Full-Time)
Laird	Kroepel	Senior Cost Estimator	Contech Headquart	Employee (Full-Time)
Dylan	Leiby	Accounting Supervisor	Contech Headquart	Employee (Full-Time)
Mark	Ley	Customer Service Rep	Contech Headquart	Employee (Full-Time)
Randall	Malterer	SR Tooling & Sourcing Engineer	Contech Headquart	Employee (Full-Time)
Mark	McKnight	Vice President of Sales Quality	Contech Headquart	Employee (Full-Time)
Kevin	McMullen	Director of Sales Administration	Contech Headquart	Employee (Full-Time)
Eric	Nitz	Senior Technical Specialist	Contech Headquart	Employee (Full-Time)
Richard	Olson	CAE/CAD Specialist	Contech Headquart	Laid off with benefits
Kevin	Ortegel	Customer Service Rep	Contech Headquart	Employee (Full-Time)
Tammara	Rickli	Benefits & Payroll Specialist	Contech Headquart	Employee (Full-Time)
Martin	Salisbury	Sr. Customer Engineer	Contech Headquart	Employee (Full-Time)
Michael	Schieber	Director of Engineering & Technology	Contech Headquart	Employee (Full-Time)

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
Danny	Schlabach	Business Development Engineer	Contech Headquart	Employee (Full-Time)
Mary	Stroh	Quality Systems Analyst	Contech Headquart	Employee (Full-Time)
Ralph	Turner	Director of Human Resources	Contech Headquart	Employee (Full-Time)
Lyle	Vliek	Human Resources Coordinator**	Contech Headquart	Employee (Full-Time)
Allen	Walt	Senior Applications Specialist	Contech Headquart	Employee (Full-Time)
Mark	Wolownik	Estimating Engineer	Contech Headquart	Employee (Full-Time)
Troy	Asher	Machining Specialist	Pierceton Plant	Employee (Full-Time)
Forrester	Asher Jr	Plant Manager	Pierceton Plant	Employee (Full-Time)
Benjamin	Baker	Heat Treat Group Leader	Pierceton Plant	Employee (Full-Time)
Garold	Baldrige	Heat Treat Technician	Pierceton Plant	Employee (Full-Time)
Vicki	Baldrige	Shipping Clerk	Pierceton Plant	Employee (Full-Time)
David	Barker	Material Handler	Pierceton Plant	Employee (Full-Time)
James	Barnfield	Production Assistant	Pierceton Plant	Employee (Full-Time)
Linda	Beck	Production Assistant	Pierceton Plant	Laid Off - no benefits
James	Beckham	Production Technician	Pierceton Plant	Employee (Full-Time)
Mark	Berlin	Process Specialist	Pierceton Plant	Employee (Full-Time)
Matthew	Berlin	Production Technician	Pierceton Plant	Laid Off - no benefits
Michael	Bertolet	Production Technician	Pierceton Plant	Employee (Full-Time)
Dawn	Blanton	Production Assistant	Pierceton Plant	Laid off with benefits
Andrew	Blanzy	Tooling Technician	Pierceton Plant	Employee (Full-Time)
Larry	Boone	Production Technician	Pierceton Plant	Employee (Full-Time)
Brian	Bowers	Lead Technician	Pierceton Plant	Employee (Full-Time)
Ron	Bradford	Maintenance Specialist	Pierceton Plant	Employee (Full-Time)
Cindy	Brown	Production Assistant	Pierceton Plant	Employee (Full-Time)
Deborah	Brown	Production Assistant	Pierceton Plant	Laid off with benefits
Troy	Buchanan	Production Technician	Pierceton Plant	Employee (Full-Time)
Matthew	Burton	Production Technician	Pierceton Plant	Employee (Full-Time)
Derrick	Butler	Maintenance Technician	Pierceton Plant	Employee (Full-Time)
Anthony	Buzbee	Production Assistant	Pierceton Plant	Employee (Full-Time)
Randall	Carr	Lead Technician	Pierceton Plant	Employee (Full-Time)
Angela	Carrothers	Production Assistant	Pierceton Plant	Employee (Full-Time)
Matthew	Cassel	Machining Specialist	Pierceton Plant	Employee (Full-Time)
John	Caudill	Quality Technician	Pierceton Plant	Employee (Full-Time)
Kenneth	Caudill	Maintenance Technician	Pierceton Plant	Laid Off - no benefits
Richard	Claycomb II	Tooling Technician	Pierceton Plant	Employee (Full-Time)
Christopher	Clingenpeel	Production Assistant	Pierceton Plant	Employee (Full-Time)
John	Cook Jr	Tooling Group Leader	Pierceton Plant	Employee (Full-Time)
Paul	Coolidge	Manufacturing Manager	Pierceton Plant	Employee (Full-Time)
Todd	Copsey	Furnace Technician	Pierceton Plant	Employee (Full-Time)
Robert	Cox II	Production Technician	Pierceton Plant	Laid Off - no benefits
Francisco	Cuahuizo	Production Technician	Pierceton Plant	Employee (Full-Time)
Stephen	Damschroder	Quality Manager	Pierceton Plant	Employee (Full-Time)
Douglas	Douglas	Production Assistant	Pierceton Plant	Laid Off - no benefits
Daniel	Dwiggins	Production Technician	Pierceton Plant	Employee (Full-Time)
Kenneth	Eloph II	Tooling Technician	Pierceton Plant	Laid off with benefits
Michele	Flees	Quality Specialist	Pierceton Plant	Employee (Full-Time)
Thomas	Flees	Engineering Manager	Pierceton Plant	Employee (Full-Time)
Kurt	Flesher	Maintenance Supervisor	Pierceton Plant	Employee (Full-Time)
Kent	French	Machining Technician	Pierceton Plant	Employee (Full-Time)
Mary	Frieden	Lead Technician**	Pierceton Plant	Employee (Full-Time)
Samuel	Frush	Production Technician	Pierceton Plant	Employee (Full-Time)
Lisa	Gaff	Human Resources Manager	Pierceton Plant	Employee (Full-Time)
James	Galloway	Lead Technician	Pierceton Plant	Employee (Full-Time)
Norine	Gardner	Lead Technician	Pierceton Plant	Employee (Full-Time)
Brian	Gebert	Production Technician	Pierceton Plant	Employee (Full-Time)
Mary	Goldwood	Production Assistant	Pierceton Plant	Employee (Full-Time)
Roy	Green	Maintenance Electrician	Pierceton Plant	Employee (Full-Time)
Johni	Greenwood	Machining Specialist	Pierceton Plant	Employee (Full-Time)
Jose	Gutierrez	Production Assistant	Pierceton Plant	Laid Off - no benefits
Jason	Haines	Toolroom Specialist	Pierceton Plant	Employee (Full-Time)
Michael	Hardin	Lead Technician	Pierceton Plant	Employee (Full-Time)

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
John	Hare	Production Technician	Pierceton Plant	Employee (Full-Time)
Timothy	Harmeyer	Senior Manufacturing Engineer	Pierceton Plant	Employee (Full-Time)
Robert	Harmon	Quality Technician	Pierceton Plant	Employee (Full-Time)
John	Harpole	Furnace Technician	Pierceton Plant	Laid Off - no benefits
Zachary	Hecker	Production Technician	Pierceton Plant	Laid Off - no benefits
Michael	Heitz Jr	Tooling Technician	Pierceton Plant	Laid Off - no benefits
Carlos	Hernandez	Production Assistant	Pierceton Plant	Employee (Full-Time)
Rickie	Hiner	Maintenance Electrician	Pierceton Plant	Employee (Full-Time)
Michael	Hoffman	Production Technician	Pierceton Plant	Employee (Full-Time)
Terrance	Hollowell	Maintenance Technician	Pierceton Plant	Laid Off - no benefits
Adam	Hopkins	Heat Treat Technician	Pierceton Plant	Employee (Full-Time)
William	Hyde	Production Technician	Pierceton Plant	Workers Comp
Larry	Jackson	Production Assistant	Pierceton Plant	Short Term Paid
Patricia	Johnson	Production Assistant	Pierceton Plant	Employee (Full-Time)
Robyn	Lambert	Administrative Assistant	Pierceton Plant	Employee (Full-Time)
Steven	Leins	Quality Engineer	Pierceton Plant	Employee (Full-Time)
Angela	Likens	Stockroom Attendant	Pierceton Plant	Employee (Full-Time)
Larry	Litral	Production Technician	Pierceton Plant	Laid Off - no benefits
Jodi	Lozano	Stockroom Attendant	Pierceton Plant	Laid Off - no benefits
Matthew	Lucas	Production Technician	Pierceton Plant	Employee (Full-Time)
Tamara	Mahan	Production Assistant	Pierceton Plant	Employee (Full-Time)
Ransome	Marcum	Production Technician	Pierceton Plant	Employee (Full-Time)
Brian	May	Set Up Technician	Pierceton Plant	Employee (Full-Time)
Brian	Meyer	Manufacturing Engineer	Pierceton Plant	Employee (Full-Time)
Ben	Miller	Production Assistant	Pierceton Plant	Laid off with benefits
Tiffin	Murphy	Production Technician	Pierceton Plant	Employee (Full-Time)
Carol	Ormsby	Quality Technician	Pierceton Plant	Employee (Full-Time)
Christopher	Owens	Sr. Manufacturing Engineer	Pierceton Plant	Employee (Full-Time)
Richard	Page	Production Technician	Pierceton Plant	Employee (Full-Time)
Kevin	Partin	Manufacturing Engineer	Pierceton Plant	Employee (Full-Time)
Grace	Pedraza	Materials Coordinator **	Pierceton Plant	Employee (Full-Time)
Gabriela	Perez	Production Assistant	Pierceton Plant	Employee (Full-Time)
David	Poe	Material Handler	Pierceton Plant	Employee (Full-Time)
Charles	Poe	Production Assistant	Pierceton Plant	Workers Comp
Adam	Poe	Production Assistant	Pierceton Plant	Employee (Full-Time)
Becky	Rice	Production Assistant	Pierceton Plant	Employee (Full-Time)
Mary	Riffle	Production Assistant	Pierceton Plant	Laid Off - no benefits
Kevin	Rigby	Production Assistant	Pierceton Plant	Employee (Full-Time)
Aaron	Robbins	Maintenance Technician	Pierceton Plant	Employee (Full-Time)
Deborah	Roberson	Production Assistant	Pierceton Plant	Employee (Full-Time)
Mike	Rogers	Toolroom Specialist	Pierceton Plant	Employee (Full-Time)
Donald	Ruen	Production Technician	Pierceton Plant	Employee (Full-Time)
James	Runyon	Heat Treat Technician	Pierceton Plant	Laid off with benefits
Christopher	Sarll	Production Technician	Pierceton Plant	Employee (Full-Time)
Michael	Schmidt	Maintenance Technician	Pierceton Plant	Employee (Full-Time)
Rhonda	Sellers	Production Assistant	Pierceton Plant	Employee (Full-Time)
James	Shanes	Production Assistant	Pierceton Plant	Laid off with benefits
Jerry	Shively	Production Technician	Pierceton Plant	Employee (Full-Time)
Christopher	Shoue	Production Assistant	Pierceton Plant	Employee (Full-Time)
Crystal	Sielesnew	Production Assistant	Pierceton Plant	Employee (Full-Time)
Brandy	Silvestre	Material Handler	Pierceton Plant	Employee (Full-Time)
Mark	Sinn	Tooling Technician	Pierceton Plant	Laid Off - no benefits
Stacy	Skeans	Production Assistant	Pierceton Plant	Laid Off - no benefits
Joseph	Smiechowski	Lead Technician	Pierceton Plant	Laid Off - no benefits
Ruby	Snyder	Quality Assurance Analyst	Pierceton Plant	Laid Off - no benefits
Danita	Spangler	Stockroom Group Leader	Pierceton Plant	Employee (Full-Time)
Julie	Sparks	Production Assistant	Pierceton Plant	Employee (Full-Time)
Donald	Sparks	Lead Technician**	Pierceton Plant	Employee (Full-Time)
Rocco	Spears	Tooling Technician	Pierceton Plant	Employee (Full-Time)
Ronald	Spicer	Maintenance Technician	Pierceton Plant	Employee (Full-Time)
Joseph	Stephen	Production Assistant	Pierceton Plant	Employee (Full-Time)

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Location</u>	<u>Status</u>
James	Story Sr	Production Assistant	Pierceton Plant	Long Term Disability Paid
Mark	Stryker	Production Supervisor	Pierceton Plant	Employee (Full-Time)
Stephen	Swann	Process Technician	Pierceton Plant	Laid Off - no benefits
Elige	Thompson	Production Assistant	Pierceton Plant	Short Term Paid
Timothy	Tjernagel	Production Technician	Pierceton Plant	Employee (Full-Time)
Michael	Tregilgus	Production Technician	Pierceton Plant	Employee (Full-Time)
Sandra	Vanlaningham	Quality Technician	Pierceton Plant	Employee (Full-Time)
Darrell	Wagoner	Production Assistant	Pierceton Plant	Employee (Full-Time)
Kevin	Walters	Maintenance Technician	Pierceton Plant	Employee (Full-Time)
Kent	Walters Sr	Maintenance Electrician	Pierceton Plant	Employee (Full-Time)
Kenrey	Ward	Production Supervisor	Pierceton Plant	Employee (Full-Time)
Monte	Weaver	Production Assistant	Pierceton Plant	Employee (Full-Time)
Michael	Whitaker	Maintenance Specialist	Pierceton Plant	Employee (Full-Time)
Shawn	Williams	Maintenance Specialist	Pierceton Plant	Employee (Full-Time)
Arthur	Yates	Production Assistant	Pierceton Plant	Family Leave
Nathan	Ybarra	Maintenance Technician	Pierceton Plant	Employee (Full-Time)

SCHEDULE 5.13

BMW EQUIPMENT

Two (2) 2006 Miller Machine Customer Designed and Manufactured Miller Machine Stud Assembly and Miller Machine Bushing Assembly, with (2) Deane Systems Fastener Feed and Drill Units, Telesis Pinstamper Model TMC 420 Controller, 8-Station Rotary Index Table, Allen-Bradley Panelview 600 Programmable logic controller, safety light curtains, cognix model 5400 Vision System, with serial number 18524-X06 J-19937.