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KK PRECISION INC.

SECOND REPORT OF RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS MONITOR OF KK PRECISION INC.

JULY 25, 2014

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Order of the Honourable Mr. Justice Wilton-Siegel dated June 25, 2014

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF KK PRECISION INC.

SECOND REPORT OF RICHTER ADVISORY GROUP INC. In its capacity as Monitor of KK Precision Inc.

July 25, 2014

Introduction

- On May 30, 2014, the Ontario Superior Court of Justice (Commercial List) (the "Court") issued an order (the "Initial Order") granting KK Precision Inc. (the "Company") protection pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA"). Pursuant to the Initial Order, Richter Advisory Group Inc. was appointed the Company's monitor (the "Monitor"). The Initial Order provided the Company with, inter alia, a stay of proceedings until June 29, 2014 (the "Stay Period"). The proceedings commenced by the Company under the CCAA are herein referred to as the "CCAA Proceedings".
- 2. On June 25, 2014, the Court issued an order (the "June 25 Order"), among other things, extending the Stay Period to September 19, 2014, and approving the process commenced by the Company to solicit offers for the Company's business and/or assets (the "Solicitation Process"). A copy of the June 25 Order is attached hereto as Appendix "A".
- 3. The principal purpose of the CCAA Proceedings is to allow the Company to implement an orderly wind-down of its operations. The orderly wind-down includes production activities for a period of time to, among other things, provide key customers with the opportunity to source alternative supply, and to carry out a process to solicit offers from interested parties to purchase the Company's business and/or assets with a view to maximizing value for all stakeholders.

Purposes of this Report

- 4. The purpose of this report (the "Second Report") is to provide information to this Court in respect of the following:
 - (i) The activities of the Company and the Monitor since the issuance of the Initial Order;
 - (ii) The Company's actual cash flows for the period from May 10, 2014 to July 18, 2014, including a comparison of actual to forecast results;
 - (iii) The results of the Solicitation Process;
 - (iv) The proposed liquidation of the Company's machinery and equipment (the "Assets") by Infinity Asset Solutions Inc. ("Infinity"), subject to the Court's approval;
 - (v) The key terms of a Liquidation Services Agreement (the "LSA") dated July 25, 2014, between the Company and Infinity (the "Transaction");
 - (vi) The reasons why the Monitor believes the LSA should be approved by this Honourable Court;
 - (vii) The discussions/negotiations between the Company and 2215225 Ontario Inc. ("2215225" or the "Landlord") regarding the Company's leased premises located at 104 Oakdale Road, Toronto, Ontario (the "Premises"); and
 - (viii) The Monitor's recommendation that this Honourable Court make an order or orders:
 - Approving the LSA and the Transaction, and authorizing and directing the Company to complete the Transaction;
 - Vesting, in the ultimate purchaser or purchasers of the Assets, the Company's right, title and interest in and to the Assets, free and clear of all liens and encumbrances (the "Approval and Vesting Order"); and
 - Sealing the Offer Summary (as hereinafter defined) and the unredacted version of the LSA until the closing of the Transaction or upon further order of the Court.

Terms of Reference

- In preparing this Second Report, the Monitor has relied on unaudited financial information prepared by the Company's representatives, the Company's books and records, discussions with management and discussions with the Company's advisors. The Monitor has not conducted an audit or other verification of such information.
- 6. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

The Company's Activities since the Issuance of the Initial Order

- 7. A summary of the Company's activities since the issuance of the Initial Order include:
 - (i) Meeting and corresponding with employees regarding the CCAA Proceedings;
 - (ii) Continuing to manufacture component parts and supply goods to Rolls-Royce Canada Limited and Rolls-Royce Power Engineering PLC (together, "Rolls Royce"), Siemens Energy Inc. ("Siemens") and Pratt & Whitney Canada Corp. ("Pratt") in accordance with the terms of accommodation agreements entered into by the Company with Rolls Royce, Siemens and Pratt, respectively;
 - (iii) Preparing weekly production reports for Rolls Royce in accordance with the terms of the Rolls Royce accommodation agreement;
 - (iv) Communicating with the Landlord and its counsel regarding the Company's lease for the Premises, which expires on September 30, 2014;
 - (v) Communicating with key suppliers to secure goods and services during the CCAA
 Proceedings and to address payment terms;
 - (vi) Responding to calls and enquiries from creditors and other stakeholders regarding the CCAA Proceedings;
 - (vii) Reporting receipts and disbursements;
 - (viii) Making payments to suppliers for goods and services received following the issuance of the Initial Order;
 - (ix) Consulting with the Monitor to develop the Solicitation Process;

- (x) Working with the Monitor to satisfy information requests of Prospective Purchasers (as
 defined below) as well as both scheduling and overseeing site visits for Prospective
 Purchasers to view and inspect the Company's machinery/equipment; and
- (xi) Negotiating and finalizing the LSA.

The Monitor's Activities since the Issuance of the Initial Order

- 8. Since the date of the Initial Order, the Monitor's activities have included:
 - (i) Arranging for notice of the CCAA Proceedings to be published in the Monday, June 9, 2014, edition of the National Post, as required pursuant to the Initial Order;
 - (ii) Sending a notice, within 5 days of the issuance of the Initial Order, of the CCAA Proceedings to all known creditors of the Company;
 - (iii) Establishing a website at www.richter.ca/en/insolvency-cases/k/kk-precision-inc, where all materials filed with the Court, and all orders made by the Court in connection with the CCAA Proceedings, are available in electronic form;
 - (iv) Implementing procedures for the monitoring of the Company's cash flows and for ongoing reporting of variances to the Cash Flow Forecast (as hereinafter defined);
 - (v) Assisting the Company in preparing communications to its employees regarding the CCAA Proceedings and participating in a meeting with the Company's management team and employees on June 2, 2014, to discuss the CCAA Proceedings, including its impact on employees;
 - (vi) Assisting the Company in preparing its weekly report to Rolls Royce, including an analysis of the production status for component parts to be delivered to Rolls Royce;
 - (vii) Collecting and dispersing monies received, in trust, from Rolls Royce to the Company in accordance with the terms of the Rolls Royce accommodation agreement;
 - (viii) Assisting the Company in its discussions and negotiations with both Siemens and Pratt regarding the terms of their respective accommodation agreements;

- (ix) Considering processes to market the Company's business and/or assets for sale and assisting the Company in developing the Solicitation Process and communications with interested parties;
- (x) Attending frequently at the Premises and meeting with the Company's management team to discuss the Company's operations and the CCAA Proceedings;
- (xi) Corresponding and communicating extensively with the Company and its legal counsel;
- (xii) Corresponding and communicating with the Bank of Montreal ("**BMO**"), the Company's secured lender, and their legal counsel;
- (xiii) Responding to calls and enquiries from creditors and other stakeholders regarding the CCAA Proceedings;
- (xiv) Assisting the Company in its discussions and negotiations with Infinity regarding the LSA;
- (xv) Assisting the Company and facilitating discussions and negotiations between the Company and the Landlord regarding the Premises; and
- (xvi) Preparing reports to the Court, as required.

Cash Flow for the Period from May 10, 2014 to July 18, 2014

9. The Company's cash flow projection for the period May 10, 2014 to September 19, 2014 (the "Cash Flow Forecast") was filed with the Court as part of the Company's CCAA application materials. The Monitor reported on the Company's cash flows for the period from May 10, 2014 to June 13, 2014, in its first report dated June 24, 2014 (the "First Report").

10. A comparison of the Company's budget to actual results for the 10 weeks ended July 18, 2014, is summarized as follows:

KK Precision Inc. Cash Flow Variance Analysis 10 Weeks Ended July 18th (\$000's)	Forecast 18-Jul		Actual 18-Jul		Variance \$	
Cash Receipts Operating Cash Receipts Other	\$	4,982 134	\$	2,810 64	\$	(2,172) (70)
Total Cash Receipts	\$	5,116	\$	2,874	\$	(2,242)
Cash Disbursements						
Operating Expenses		(520)		(436)		84
Payroll & Benefits		(682)		(651)		30
Retention Payments		(134)		(158)		(23)
Rent & Property Taxes		(223)		(223)		-
Utilities & Insurance		(72)		(16)		57
Sales Tax Remittances		(214)		-		214
Professional Fees		(352)		(279)		73
Other		(211)		-		211
Total Disbursements	\$	(2,408)	\$	(1,763)	\$	646
Net Cash Flow	\$	2,708	\$	1,111	\$	(1,597)
Cash - Opening Balance	\$	432	\$	510	\$	78
Cash - Closing Balance	\$	3,140	\$	1,621	\$	(1,519)

- 11. As reflected in the above summary table, the Company generated net cash flow of approximately \$1.1 million and had approximately \$1.6 million on hand, net of outstanding cheques, as at July 18, 2014.
- 12. The principal reasons for the \$1.6 million unfavorable net cash flow variance are:
 - (i) The negative variance of approximately \$2.2 million in receipts is due primarily to timing differences related to the delivery of manufactured component parts for Rolls Royce and delays in finalizing the accommodation agreements with Siemens and Pratt. The timing differences related to the delivery of manufactured component parts for Rolls Royce have been largely caused by third party suppliers (the "Suppliers") of required services to the Company (many of which are also creditors of the Company) either suspending the completion of further services to the Company or withholding the release of finished materials to the Company until their claims against the Company had been settled. The Company, with the assistance of Rolls Royce, resolved the issues with the Company's Suppliers and the

Company is working on accelerating its production activities, which is expected to result in the negative variance in receipts reversing by August 30, 2014 (the end date for the Company's production activities). No payments of pre-filing accounts payable were made in order to secure the cooperation of Suppliers; and

- (ii) The positive variance of approximately \$0.6 million in disbursements is due primarily to lower than projected operating expenses and timing differences related to the payment of certain other expenses, including professional fees.
- The Monitor is of the view that the Company is acting in a manner consistent with its Cash Flow Forecast and there have been no material adverse changes to the Company's operations since the commencement of the CCAA Proceedings. Since the issuance of the Initial Order, the Company has been paying all suppliers based on negotiated terms or upon receipt of invoices. The Company advises that it has not incurred significant unpaid liabilities since the commencement of the CCAA Proceedings.

The Solicitation Process

- As noted in the First Report, the Company completed a comprehensive sales process from February to April 2014 (the "Initial Sales Process") that generated interest from several parties, but did not result in a firm deal for the sale of the Company's business and/or assets. As such, given the Company's limited liquidity and the fast approaching expiration of the lease for the Premises, the Company, with the assistance of the Monitor, undertook a short sales process as a means of testing the market, gauging interest in the Company and/or its assets, and determining whether a transaction that would result in greater than liquidation value was available.
- 15. The purpose of the Solicitation Process was to identify one or more purchasers for the Company's business and/or assets. The key aspects of the Solicitation Process and its results are summarized as follows:
 - (i) The Company, in consultation with the Monitor, assembled a list of potential interested parties, including many of the strategic/financial parties that participated in the Initial Sales Process and parties that regularly liquidate assets in insolvency proceedings (collectively, the "Prospective Purchasers");

- On June 16, 2014, the Company distributed an offer solicitation letter to the Prospective Purchasers detailing the opportunity to purchase the Company's business and/or assets (the "Offer Solicitation Letter"). Included with the Offer Solicitation Letter was a schedule detailing the Company's machinery/equipment. In total, the Company contacted fifty-four (54) parties to advise of the opportunity to acquire the Company and/or its assets. A copy of the Offer Solicitation Letter is attached as Exhibit "B" to the affidavit of Garth Wheldon sworn July 25, 2014, in support of the Company's motion returnable August 1, 2014 (the "July 25 Wheldon Affidavit"):
- (iii) Prospective Purchasers interested in obtaining additional information regarding the Company's business were required to execute a confidentiality agreement ("CA") in order to obtain additional information on the Company's operations. One (1) party executed the CA and was provided with additional information on the Company's operations;
- (iv) The Company, with the assistance of the Monitor, facilitated due diligence efforts by, among other things, coordinating meetings between Prospective Purchasers and the Company and/or scheduling site visits to view and inspect the Company's machinery/equipment;
- (v) Prospective Purchasers were required to submit offers for the Company and/or its assets on or before 5:00 p.m. (Eastern Standard Time) on July 7, 2014 (the "Offer Deadline");
- (vi) Six (6) offers (the "Offers") to purchase and/or auction the Company's assets were received prior to the Offer Deadline;
- (vii) The Monitor reviewed the Offers with the Company and prepared a schedule summarizing/comparing the Offers (the "Offer Summary"). In the event that this Court grants the Approval and Vesting Order, but the Transaction does not close, the Company is of the view that efforts to remarket its assets may be impaired if the Offer Summary and the LSA, which are attached as Confidential Exhibits "1" and "2" to the July 25 Wheldon Affidavit, are made public at this time. In the circumstances, the Monitor believes that it is appropriate for the Offer Summary and the unredacted LSA to be filed with the Court on a confidential basis and sealed until the closing of the Transaction or upon further order of this Court.

The Transaction

- 16. Following its review of the Offers, on or about July 11, 2014, the Company and the Monitor contacted Infinity to advise that the Company wished to proceed with its proposal to sell and/or auction the Company's machinery/equipment. Subsequent to notifying Infinity of the Company's desire to proceed with its offer, the Company and its legal counsel, and the Monitor have been working with Infinity and its legal counsel to negotiate a definitive LSA.
- 17. On July 25, 2014, the Company and Infinity executed an LSA in respect of the Assets.
- 18. Key elements of the Transaction are as follows:
 - (i) The Assets are to be sold by private and/or public auction/liquidation sales to be conducted from the Premises;
 - (ii) The Assets are to be removed from the premises by no later than September 30, 2014.
 Following the auction, the Company and Infinity will work cooperatively with each other so that Infinity can efficiently facilitate the removal of the Assets and the Company can complete its remediation obligations with respect to the Premises;
 - (iii) The Assets are being sold on an "as is, where is" basis with no covenants, representations, or warranties of any kind whatsoever, either stated or implied, including, without limitation, as to description, fitness for purpose, suitability, quantity, condition, quality, suitability, durability or marketability;
 - (iv) Within two (2) business days following the execution of the LSA, Infinity is to provide the Company with the deposit monies referred to in the LSA to be held by the Company and credited toward payment of the net minimum guarantee ("NMG"). The balance of the NMG is to be paid to the Company two (2) business days prior to the auction date;
 - Infinity is entitled to charge and collect a buyer's premium on the Asset sales, the payment of which shall not impact or otherwise detract from the NMG;
 - (vi) Where the net sale proceeds are greater than the NMG, the excess, up to the expense amount referred to in the LSA, is to be paid to Infinity, with the remaining balance paid to the Company;

- (vii) The Transaction is subject to Court approval and the issuance of the Approval and Vesting Order.
- 19. The Monitor is of the opinion that the Transaction represents the best recovery for the Assets in the circumstances and satisfies the factors to be considered pursuant to section 36(3) of the CCAA. In particular, the Monitor is of the view that:
 - The Solicitation Process for the Assets was reasonable in the circumstances and approved by the Court;
 - (ii) The Company's limited liquidity coupled with the fact that the lease for the Premises expires on September 30, 2014, substantially eliminates an opportunity to further market the Assets for sale without putting the Transaction at risk and impairing recoveries;
 - (iii) The further remarketing of the Assets would not likely result in greater realizations, as the market has been extensively canvassed and all likely bidders have already been provided with an opportunity to bid on the Assets;
 - (iv) The Transaction represents the best and highest offer received by the Company for the Assets; and
 - (v) BMO was consulted in connection with the Transaction and supports the Transaction.

The Premises

- 20. As noted in the First Report, the lease for the Premises expired on April 30, 2014. Prior to the commencement of the CCAA Proceedings, the Company negotiated a lease extension which runs until September 30, 2014 (the "Lease Extension"). Subsequent to entering into the Lease Extension, the Premises were sold to 2215225.
- 21. As also noted in the First Report, in consideration of the timeframe to vacate the Premises following the completion of its production activities, the Company and the Monitor approached the Landlord regarding a possible one-month lease extension for the Premises. On June 16, 2014, the Landlord informed the Company of the terms upon which it would agree to a one-month lease extension to October 31, 2014, which terms were unacceptable to the Company. On June 19, 2014, the Company was informed by the Landlord that it was not prepared to consider a further lease extension beyond September 30, 2014, as the Landlord had other uses for the Premises that are expected to commence October 1, 2014.

- 22. Following completion of the Solicitation Process and the Company's selection of Infinity as the successful bidder, the Company and the Landlord (with the assistance of the Monitor) have been communicating regarding (i) the Company's requirement to vacate the Premises, including the completion of any required repairs and/or remediation activities, by September 30, 2014, (ii) the Landlord's concerns that the Company will not be able to fulfill its obligations to restore the Premises to an acceptable condition prior to September 30, 2014, and (iii) the possibility of a brief lease extension beyond September 30, 2014.
- On July 18, 2014, Mr. D. Ullmann of Minden Gross LLP, solicitor for the Landlord, emailed the Monitor and the Company (the "Landlord's July 18 Email") to outline the Landlord's position regarding the items that, in the Landlord's view, need to be repaired or restored in accordance with the Company's lease obligations for the Premises (the "Landlord's Repair List"). A copy of the Landlord's July 18 Email is attached as Exhibit "E" to the July 25 Wheldon Affidavit. As noted in the Landlord's July 18 Email, the Landlord estimated the aggregate cost to complete the Landlord's Repairs List to be at least \$500,000.
- 24. On July 24, 2014, the Company, via its solicitor, Dentons Canada LLP, responded to the Landlord's July 18 Email (the "Company's July 24 Correspondence") to advise that the Company disagreed with many of the items included on the Landlord's Repair List. The Company's July 24 Correspondence also detailed those repairs which the Company believed it was responsible to complete (the "Company's Repair List"), as per its lease obligations for the Premises, and confirmed that, in the Company's view, the \$100,000 security deposit currently being held by the Landlord is sufficient to complete the items included in the Company's Repair List. A copy of the Company's July 24 Correspondence is attached as Exhibit "F" to the July 25 Wheldon Affidavit.
- 25. The Monitor understands that the lease agreement (including subsequent amendments thereto) between the Company and 104 Oakdale Acquisition Corp., the former landlord for the Premises, dated September 1, 2011 (the "Lease") governs, *inter alia*, the Company's responsibilities upon the termination of the Lease and the surrender of the Premises to the Landlord. The Monitor further understands that the Company's position is that, the Lease (a copy of which is attached as Exhibit "D" to the July 25, Wheldon Affidavit) states that the Company is required to restore the Premises to the same state of repair and cleanliness that it was in at the commencement of the Lease in September 2011, reasonable wear and tear excepted.

- 26. Based on information provided by the Company to the Monitor, including the dates that certain improvements and/or alternations to the Premises were completed, it appears that, based on the Company's interpretation of the Lease, certain of the items included in the Landlord's Repair List relate to the remediation and/or removal of improvements or alterations to the Premises that were in place prior to the commencement of the Lease in September 2011.
- 27. With respect to the Landlord's concerns regarding the Company's ability to complete the necessary repairs prior to September 30, 2014, the LSA confirms that the Company and Infinity will be working cooperatively with each other to ensure that Infinity can efficiently facilitate the removal of the Assets from the Premises and the Company can complete its remediation obligations with respect to the Premises. In addition, based on information provided by the Company to the Monitor, including estimates for certain repairs to be completed by third parties, it appears that the Company has developed a reasonable plan to ensure all of the items included on the Company's Repair List should be completed prior to the expiration of the Lease.

Monitor's Conclusions and Recommendation

28. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court make the Order(s) granting the relief detailed in paragraph 4(viii) of this Report.

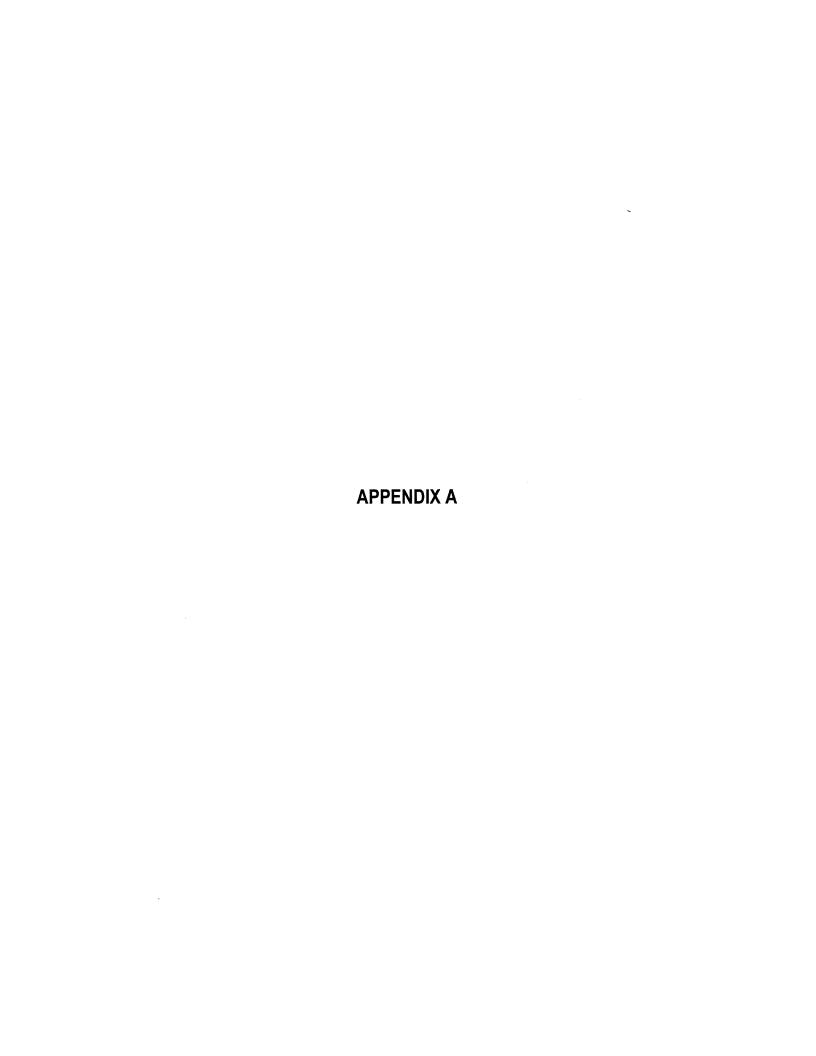
All of which is respectfully submitted this 25th day of July, 2014.

Richter Advisory Group Inc. in its capacity as Monitor of KK Precision Inc.

Per:

Adam Sherman, MBA, CIRP

Eric Barbieri, CPA, CA



ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE MR.)	WEDNESDAY, THE 25 th
)	
JUSTICE WILTON-SIEGEL)	DAY OF JUNE, 2014

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND INTHE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF KK PRECISION INC. (the "Applicant")

ORDER

THIS APPLICATION, made by the Applicant, pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Garth Wheldon sworn June 24, 2014 (the "Wheldon Affidavit") and the Exhibits thereto, the First Report of Richter Advisory Group Inc., in its capacity as Court appointed monitor (the "Monitor"), dated June 24, 2014, and on hearing the submissions of counsel for the Applicant, Bank of Montreal and BMO Capital Partners, the Monitor, Siemens Energy Inc., 2215225 Ontario Inc. and no one appearing for any other party although served as it appears from the affidavits of service of Sinikka Berglund-Yates sworn June 24th, 2014;

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period provided for in the Initial Order dated May 30, 2014 is hereby extended until and including September 19, 2014, or such later date as this Court may order.

SOLICITATION PROCESS

- 3. THIS COURT ORDERS the solicitation process attached as Exhibit "A" to the Wheldon Affidavit (the "Solicitation Process") is hereby ratified and the Applicant and the Monitor are hereby authorized and directed to implement the Solicitation Process and do all such things as are reasonably necessary to conduct and give full effect to the Solicitation Process and carry out their respective obligations therein.
- 4. **THIS COURT ORDERS** that the Solicitation Process may be altered or amended by the Applicant, with the consent of the Monitor, in a non-substantive manner to give full or better effect to the Solicitation Process.

ACCOMMODATION AGREEMENTS

- 5. THIS COURT ORDERS that the accommodation agreement dated June 24, 2014 between Siemens Energy Inc., the Applicant, and Bank of Montreal and BMO Capital Group (the "Siemens Accommodation Agreement") is hereby approved, and the Applicant is hereby authorized to perform their obligations thereunder.
- 6. THIS COURT ORDERS that the accommodation agreement dated June 19, 2014 between Pratt & Whithey Canada Corp. and the Applicant (the "Pratt Accommodation Agreement") is hereby approved, and the Applicant is hereby authorized to perform their obligations thereunder.
- 7. **THIS COURT ORDERS** that the redaction of the sensitive commercial information in the Siemens Accommodation Agreement and the Pratt Accommodation Agreement as set forth in Exhibit "B" and Exhibit "C" of the Wheldon Affidavit is hereby approved *nunc* pro tunc, and that the unredacted Siemens Accommodation Agreement and schedules

thereto and the unredacted Pratt Accommodation Agreement and the schedules thereto be kept sealed pending further Order of the Court.

GENERAL

- 8. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder, including without limitation in connection with any matters relating to the Siemens Accommodation Agreement, the Pratt Accommodation Agreement, or the Solicitation Process.
- 9. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF KK PRECISION INC. Applicant

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding commenced at TORONTO

ORDER

(June 25, 2014)

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