Court File No. 03-CL-5145

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	MONDAY, THE 16th DAY
	)	
JUSTICE FARLEY	)	OF JANUARY, 2006

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 OR PLANS OF COMPROMISE OR ARRANGEMENT OF IVACO INC. AND THE APPLICANTS LISTED IN SCHEDULE "A"

ORDER
(Engagement of KPMG)

THIS MOTION made by Ernst & Young Inc., the Court-appointed Monitor of the Applicants (the "Monitor"), for an order providing certain protections to KPMG LLP with respect to its engagement as an expert pursuant to the Engagement Letter attached hereto as Schedule "B" (the "Expert"), was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Motion Record herein, and the Twenty-Ninth Report of the Monitor dated January 11, 2005 (the "Report"), and on hearing the submissions of counsel for the Monitor, Ifastgroupe 2004 L.P., Ivaco Rolling Mills 2004 L.P. and Sivaco Wire Group L.P., Heico Holding Inc. and The Heico Companies L.L.C. and on being advised that the Notice of Motion was served on the Service List as of January 11, 2006:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and is hereby abridged and that the motion is properly returnable today and service on any interested party other than those parties served is hereby dispensed with.

2. **THIS COURT ORDERS AND DECLARES** that KPMG LLP shall not incur any liability to any party, other than the Ivaco Parties and the Heico Parties (as defined in the Engagement Letter attached hereto as Schedule "B"), as a result of its appointment or conduct as the Expert, save and except for gross negligence or wilful misconduct on its part.

3. **THIS COURT ORDERS AND DECLARES** that no action or other proceeding may be commenced against KPMG LLP by any party, other than the Ivaco Parties and the Heico Parties, in any way arising from or related to its capacity or conduct as the Expert except with prior leave of this Court on notice to KPMG LLP.

JOSEPH P VAN TASSEL
REGISTRAR

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 16 2006

PER/PAR:

5041173 v3

SCHEDULE "A"

Ivaco Rolling Mills Inc.
Ifastgroupe Inc.
IFC (Fasteners) Inc.
Ifastgroupe Realty Inc.
Docap (1985) Corporation
Florida Sub One Holdings, Inc.
3632610 Canada Inc.

SCHEDULE "B"

Draft – January 11, 2006

PRIVATE & CONFIDENTIAL

Ifastgroupe 2004 L.P.
Ivaco Rolling Mills 2004 L.P.
Sivaco Wire Group 2004 L.P.
c/o Heico Holding, Inc.
5600 Three First National Plaza
Chicago, Illinois 60602

Attention: El Roskovensky

Ifastgroupe and Company, Limited Partnership
Ifastgroupe Realty Inc.
IFC (Fasteners) Inc.
Ivaco Rolling Mills Limited Partnership
Ivaco Rolling Mills Inc.
1039028 Ontario Inc.
Ivaco Inc.
c/o Ernst & Young Inc., in its capacity as Court-appointed Monitor
222 Bay Street
P.O. Box 251
Toronto, Ontario M5K 1J7

Attention: Brian M. Denega

January , 2006

Dear Ladies and Gentlemen:

Re: Appointment of KPMG as Expert

INTRODUCTION

Pursuant to Article 2.12 of the three amended and restated asset purchase agreements dated as of November 30, 2004 (each an "APA" and collectively the "APAs") for the acquisition by Ifastgroupe 2004 L.P., Ivaco Rolling Mills 2004 L.P. and Sivaco Wire Group L.P. (collectively, the "Heico Parties") of the businesses formerly operated by Ifastgroupe and Company, Limited Partnership, Ifastgroupe Realty Inc., IFC (Fasteners) Inc., Ivaco Rolling Mills Limited Partnership, Ivaco Rolling Mills Inc., 1039028 Ontario Inc., Ivaco Inc. (collectively the "Ivaco Parties"), the Heico Parties and the Ivaco Parties have requested that KPMG LLP ("KPMG"), act as the Expert (as defined in Section 2.12 of the APA's) to determine the Adjustments (as that term is defined in the APAs) and any corresponding amendments to Exhibit "B" of the APA's.

This engagement letter describes our agreement with respect to your requirements, the scope of our services and the necessary professional arrangements. It is anticipated that the KPMG engagement team for this matter will be led by John Buschhausen and will include Susan Glass and John Rockx. The resumes of John Buschhausen, Susan Glass and John Rockx are attached.

PROTOCOL

The parties have agreed to a protocol, which has been approved by Mr. Justice Farley and is attached hereto as Schedule "A" (the "Protocol"). The Expert shall conduct itself, and deliver its final report in accordance with the Protocol, the APAs and the reasons of Justice Farley dated June 2, 2005 and the reasons and order of Justice Farley dated August 8, 2005.

KPMG confirms that John Buschhausen, Susan Glass and John Rockx have not had any verbal communication with either party or their representatives regarding a substantive matter at which the other party was not present and has not had any written communication with either party that was not also provided to the other party. KPMG understands that it is the desire of the parties that all communications regarding this matter will include both parties. If any KPMG professional staff has any communications regarding substantive matters with a party or any of its representatives when the other party is not present, KPMG will promptly notify the other party and provide such other party with a summary of the matters discussed.

PROFESSIONAL FEES AND EXPENSES

Professional fees for this engagement will be based on actual time spent, at our standard hourly rates, which rates are based on the experience of the individuals assigned as follows:

- John Buschhausen $545
- Susan Glass $735
- John Rockx $500

Routine administrative expenses, such as long distance telephone calls, photocopies, printing of reports, postage & delivery, and secretarial & report department assistance, will be charged on the basis of 5% of professional time spent on the engagement. Other disbursements for items such as out-of-town travel, accommodation and meals, if necessary, will be charged based on our actual disbursements.

If we are requested to perform any services (including follow up meetings, etc) in addition to the above, or after rendering our report, such services will be billed based on actual time spent at our standard hourly rates.

All or part of the amounts payable may be subject to the federal Goods and Services Tax ("GST"). Where GST is applicable, an additional amount equal to the amount of GST will be charged. One-half of such fees, expenses and taxes shall be the responsibility of the Ivaco Parties and the other half of such fees, expenses and taxes shall be the responsibility of the Heico Parties.

OTHER TERMS AND CONDITIONS

Our Standard Terms and Conditions (the "T&C") are attached as Appendix A and form an integral part of this engagement. Acceptance of this engagement letter indicates your agreement with acceptance of the terms and conditions set out in Appendix A. The Protocol shall prevail to the extent of any conflict with the T&C. Notwithstanding paragraph 5 of the T&C, KPMG acknowledges that any reports prepared by it pursuant to the Engagement may be used by either the Ivaco Parties or the Heico Parties in connection with court proceedings and expressly consents to such use. KPMG agrees that any Ivaco Parties' or Heico Parties' personal information that is obtained by KPMG in the performance of this engagement is obtained by it as a third party processor and KPMG agrees that KPMG has in respect of such personal information all of the duties that the Ivaco Parties and the Heico Parties respectively has in respect of such information. Section 12 of the T&C does not apply to circumstances of fraud or gross negligence by KPMG. KPMG has advised both Parties of all conflicts of interest that it may have resulting from the Engagement.

You have advised us that several of the Selling Parties in the purchase and sale of the Ivaco business are subject to CCAA proceedings and may become subject to BIA proceedings as well. In the CCAA proceedings, you have advised us that the creditors involved include the following:

- Bank of Nova Scotia;
- National Bank of Canada;
- Canadian Imperial Bank of Commerce;
- Royal Bank of Canada;
- GE Canada Finance/GE Canada International;
- Financial Services Commission of Ontario;
- QIT – Fer et Titane; and
- United States Pension Benefit Guaranty Corporation.

You have advised us that each of the above named parties is a creditor of one or more of the Ivaco Parties.

We confirm that our firm does not have and has not had any professional involvement for any of the foregoing creditors in the Ivaco CCAA case except for the Bank of Nova Scotia. We confirm that some of the creditors listed above are audit clients of KPMG and that KPMG has provided professional services to some or all of the creditors. We further confirm that we have had no professional involvement for the Heico Parties or any of their affiliated companies except as noted in Appendix B to this letter.

CONCLUSION AND ACCEPTANCE

We look forward to working with you. Your confirmation of acceptance of these arrangements, by signing and returning this letter to the undersigned, would be appreciated.

Yours truly,

John W. Buschhausen
Partner
(905) 523-2230

Accepted for and on behalf of Ifastgroupe 2004 L.P., Ivaco Rolling Mills 2004 L.P., Sivaco Wire Group 2004 L.P., by:

Signature: ______________________________

Name: ______________________________

Date: ______________________________

Accepted for and on behalf of Ifastgroupe and Company, Limited Partnership, Ifastgroupe Realty Inc., IFC (Fasteners) Inc., Ivaco Rolling Mills Limited Partnership, Ivaco Rolling Mills Inc., 1039028 Ontario Inc. and Ivaco Inc. through Ernst & Young Inc. (the "Monitor ") in its capacity as Monitor and without personal liability to the Monitor

Signature: ______________________________

Name: ______________________________

Date: ______________________________

Schedule "A"

1. Documentation

KPMG LLP (the "Expert") shall be provided with copies of the following documentation:

(a) Each of the three Amended and Restated Asset Purchase Agreements;

(b) The letter of Davies Ward Phillips & Vineberg LLP ("Davies") dated December 23, 2004, setting forth the calculation of Adjustments to Exhibit "C";

(c) The letter of McDermott Will & Emery ("McDermott") dated January 11, 2005, constituting the Purchasers' Dispute Notice;

(d) The letter of Davies dated February 4, 2005;

(e) The letter of McDermott dated March 25, 2005;

(f) The Order and Reasons of Justice Farley dated June 2, 2005, determining the role of KPMG;

(g) The Reasons of Justice Farley dated August 8, 2005 interpreting Article 2.12 of the purchase agreements; and

(h) The order of Justice Farley to be obtained based on the Reasons dated August 8, 2005, and incorporating this protocol.

2. Initial Written Submission

Each party shall have ten business days from the engagement of the Expert to make an initial written submission to the Expert, which shall not exceed 20 pages.

3. Investigation

Following receipt of the documentation set forth above, the Expert shall have 20 business days (or such greater amount of time as may be agreed by both parties or requested by the Expert, provided that such extension shall not exceed ten business days) to conduct any of the following interviews:

(a) Interviews with representatives of and advisors to Heico (other than prior employees of Ivaco (including officers and management) now employed by Heico);

(b) Interviews with current (and former, if available) representatives of and advisors to Ivaco and the Monitor; and

(c) Interviews with prior employees of Ivaco now employed by Heico in the presence of counsel to both Heico and the Monitor.

Unless otherwise agreed, up to two representatives from both parties shall have the right to be present at any interviews conducted. In the case of (c), in the event that matters become contentious, either of Heico or the Monitor shall be entitled to require that the individual provide evidence under oath with a sworn affidavit to be provided and both parties shall be entitled to question the employee. A transcript of the evidence shall be prepared. The party adverse on a particular issue shall be entitled to cross-examine and proffer additional evidence.

During such interview process and for ten business days after the delivery of the first written submissions provided for in Section 4 hereof the Expert shall be entitled to submit written questions and/or requests for information to either party. The written answers shall be delivered within five business days of the request. Both parties shall be provided with copies of both the questions and the responses to any written questions.

Subject to privilege, the Expert shall be entitled to request relevant documents from either party. Any issue of privilege or relevance shall be determined by the Court.

4. Detailed Written Submissions

Following the conclusion of the interviews (as opposed to the written questions or requests for information) referred to above, the parties shall have 15 business days to deliver written submissions to the Expert, which shall not exceed 50 pages plus exhibits (provided that such exhibits are already in the possession of the Expert). The parties shall have ten business days following the deadline or delivery of written answers to deliver further submissions, which shall not exceed 40 pages plus exhibits (provided that such exhibits are already in the possession of the Expert). Thereafter, each party shall have five business days to deliver a final written reply which may only address the other party's prior submissions, which shall not exceed 30 pages plus exhibits (provided that such exhibits are already in the possession of the Expert).

It is understood and agreed that the parties may make such written arguments as they consider relevant to the issues in dispute.

5. Final Report

The Expert shall have 15 days following the time permitted for the filing of written replies to deliver its final report.

6. Indemnity

The parties shall each provide the Expert with the standard indemnity and "no suit" agreement provided to mediators. Persons providing information to KPMG through an interview or under oath shall be entitled to the same protections as if testifying in a juridical proceeding. The parties agree that answering questions of the Expert truthfully during the interviews provided pursuant to Section 3 hereof shall not constitute a breach of any confidentiality agreement or duty of loyalty.

TERMS AND CONDITIONS FOR ADVISORY SERVICES

1. Terms and Conditions. The Terms and Conditions are an integral part of the accompanying Proposal or Engagement Letter from KPMG that identifies the engagement to which they relate. In the case of multi-firm engagements, all member firms of KPMG International performing services hereunder shall be bound by and entitled to the benefits of the Terms and Conditions.

In the event of conflict between the Proposal or Engagement Letter and the Terms and Conditions, the Terms and Conditions shall prevail unless specific reference to a provision is made in the Proposal or Engagement Letter. Other capitalized words in the Terms and Conditions shall have the meanings given to them in the Proposal or Engagement Letter.

2. Services. KPMG will use reasonable efforts to complete within any agreed upon time-frame the performance of its services. It is understood and agreed that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Nothing in the Terms and Conditions shall be construed as precluding or limiting in any way the right of KPMG to provide services of any kind or nature whatsoever to any person or entity as KPMG in its sole discretion deems appropriate.

3. Client Responsibilities. Client shall cooperate with KPMG in the performance by KPMG of its services hereunder, including, without limitation, providing KPMG with reasonable facilities and timely access to all relevant data, information, systems and personnel of Client. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to KPMG for purposes of the performance by KPMG of its services hereunder.

Client acknowledges that information made available by it, or by the others on Client's behalf, or otherwise known to partners or staff of KPMG who are not engaged in the provisions of the services shall not be deemed to have been made available to the individuals within KPMG who are engaged in the provision of the services hereunder. Client undertakes that, if anything occurs after information is provided by Client to KPMG to render such information untrue, unfair or misleading, Client shall promptly notify KPMG.

4. Reporting. During the performance of the services, KPMG may supply oral, draft or interim advice, reports or presentations but in such circumstances KPMG's written advice or final written report shall take precedence. No reliance should be placed by Client on any oral, draft or interim advice, reports or presentations. Where Client wishes to rely on oral advice or oral presentation, Client shall inform us and KPMG will provide documentary confirmation of the advice concerned.

KPMG shall not be under any obligation in any circumstances to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.

5. Working Papers and Use of Reports. KPMG retains all rights in all methodologies, know-how, knowledge, applications and software developed by KPMG either prior or during the engagement. KPMG also retains all rights (including copyright) in all reports, written advice and other working papers and materials developed by KPMG during the engagement. Unless contemplated by the engagement letter, all reports and written advice are intended solely for Client's internal use and may not be edited, distributed, published, made available or relied upon by any other person without KPMG's express written permission. If such permission is given, Client shall not publish any extract or excerpt of KPMG's written advice or report or refer to KPMG without providing the entire advice or report at the same time. KPMG is entitled to use or develop the knowledge, experience and skills of general application gained through performing the engagement.

6. Confidentiality. KPMG will treat as such all confidential proprietary information obtained from Client in the course of the engagement and, except as described in this Section, will not use such information except in connection with the performance of its services hereunder. This restriction shall not apply to any confidential information that KPMG determines is required by law or professional standards to disclose, that is in or hereafter enters the public domain, that is or hereafter becomes known to KPMG without breach of any confidentiality obligation or that is independently developed by KPMG.

KPMG will be entitled to include a description of the services in marketing and research materials and disclose such information to third parties, provided that all such information will be rendered anonymous and not subject to association with Client. KPMG shall be entitled to share all confidential information with all other member firms of KPMG International performing services hereunder. KPMG in Canada may also use confidential information to offer services that may be of interest to Client. KPMG may retain and may disclose to other member firms of KPMG International, subject to terms of this Section, copies of Client's confidential information required for compliance with applicable professional standards or internal policies or quality reviews.

Professional standards require KPMG personnel performing any audit or attest services for clients to discuss or have available to them all information and materials that may affect the audit or attest engagement. Client authorizes, if Client is or becomes an audit or attest Client, KPMG personnel performing services under this engagement to make available to the KPMG audit or attest engagement team and other KPMG personnel, the findings, observations and recommendations from this engagement and agrees that KPMG may use all such findings, observations and recommendations in KPMG's audit or attest engagement.

7. Personal Information. Client acknowledges that it is responsible for obtaining all consents required by law in order for KPMG to receive, use and retain any personal information required by KPMG in connection with the engagement. Client consents to the receipt, use and retention by KPMG of any personal information provided to KPMG. All personal information will be treated as confidential by KPMG.

8. *Sarbanes-Oxley Act*. Client acknowledges that completion of the engagement or acceptance of KPMG's reports, advice, recommendations and other deliverables resulting from the engagement will not constitute the primary basis for Client's assessment of internal control over financial reporting or Client's evaluation of disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the *Sarbanes-Oxley Act of 2002* (the "Act"). The engagement shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* to contain an internal control report from management.

9. Certification of Disclosure Controls and Procedures. Client acknowledges that completion of the engagement or acceptance of KPMG's reports, advice, recommendations and other deliverables resulting from the engagement will not constitute the primary basis for Client's evaluation of disclosure controls and procedures, or its compliance with its CEO/CFO certification requirements under *Multilateral Instrument 52-109, Certification of Disclosure in Issuers' Annual and Interim Filings*. The engagement shall not be construed to support Client's responsibilities under *Multilateral Instrument 52-111 (Planned)*

TERMS AND CONDITIONS
FOR ADVISORY SERVICES

Reporting on Internal Control over Financial Reporting requiring each annual filing, meaning the issuer's Annual Information Form, to contain an internal control report from management.

10. Taxes/Billing/Expenses/Fees. All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Client without deduction from the fees and charges hereunder.

Bills including a charge on account of all reasonable expenses, including travel, meals, accommodations, long distance, telecommunications, photocopying, delivery, postage, clerical assistance and database research will be rendered on a regular basis as the engagement progresses. Accounts are due when rendered. Interest on overdue accounts is calculated at the rate noted on the invoice commencing 30 days following the date of the invoice.

Without limiting its rights or remedies, KPMG shall have the right to halt or terminate entirely its services until payment is received on past due invoices.

11. Limitation on Warranties. **THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH. KPMG DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

12. Limitation on Liability. Client agrees that KPMG shall not be liable to Client for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to KPMG under the engagement. On a multi-phase engagement, KPMG's liability shall be based on the amount actually paid to KPMG for the particular phase that gives rise to the liability.

In no event shall KPMG be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In any action, claim, loss or damages arising out of the engagement, Client agrees that KPMG's liability will be several and not joint and several. Client may only claim payment from KPMG of KPMG's proportionate share of the total liability based on degree of fault.

For purposes of this Section, the term KPMG shall include its associated entities and their respective partners, directors, officers and employees. The provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

13. Legal Proceedings. Client agrees to notify KPMG promptly of any request received by Client from any court or applicable regulatory authority with respect to the services hereunder, our advice or report or any related document.

If KPMG is required (pursuant to government regulation, subpoena or other legal process) or requested by Client to produce documents or personnel as witnesses arising out of the engagement and KPMG is not a party to such proceedings, Client shall reimburse KPMG at standard billing rates for professional time and expenses, including reasonable legal fees, incurred in responding to such requests.

14. Limitation Period. No action, regardless of form, arising under or relating to the engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.

15. Termination. Unless terminated sooner in accordance with its terms, the engagement shall terminate on the completion of KPMG's services hereunder. Should Client not fulfill its obligations set out herein or in the Engagement Letter and in the absence of rectification by Client within 10 days, KPMG may, upon written notice, terminate its performance and will not be responsible for any loss, cost or expense resulting. The engagement may be terminated by either party at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination. Upon early termination of the engagement, Client shall be responsible for the payment to KPMG for KPMG's time and expenses incurred up to the termination date, as well as reasonable time and expenses to bring the engagement to a close in a prompt and orderly manner.

16. E-Mail Communication. Client recognizes and accepts the risks associated with communicating by Internet e-mail, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless Client requests in writing that KPMG does not communicate by Internet e-mail, KPMG accepts no responsibility or liability in respect of risk associated with its use.

17. Potential Conflicts of Interest. Client should be aware that it is not uncommon for KPMG to be appointed auditors and/or advisors of more than one of the parties involved in a transaction. In such situations, KPMG takes appropriate measures to ensure that strict confidentiality is maintained in all respects. If these circumstances are identified, KPMG will advise Client of that fact and will consider with Client what further measures, if any, are appropriate. Client further acknowledges that at some point KPMG may act contrary to Client's interest on unrelated matters.

18. Force Majeure. Neither Client nor KPMG shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

19. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

20. Survival. Sections 1, 5, 6 to 8, 11, 13 to 16, 18, 21 and 22 hereof shall survive the expiration or termination of the engagement.

21. Successors and Assigns. The Terms and Conditions and the attached Proposal or Engagement Letter shall be binding upon the parties hereto and their respective affiliates, successors and permitted assigns. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. KPMG may assign its rights and obligations hereunder to any affiliate or successor in interest to all or substantially all of the assets or business of the relevant KPMG practice, without the consent of Client. In addition, KPMG may engage independent contractors to assist us in performing the services hereunder.

22. Severability. The provisions of the Terms and Conditions and the attached Proposal or Engagement Letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of the Terms and Conditions and the attached Proposal or Engagement Letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

23. Entire Agreement. The Terms and Conditions, and the attached Proposal or Engagement Letter, including Exhibits, constitute the entire agreement between KPMG and Client with respect to the engagement and supersede all other oral and written representation, understandings or agreements relating to the engagement.

24. Governing law. The Terms and Conditions and the attached Proposal or Engagement Letter shall be subject to and governed by the laws of the province where KPMG's principal office performing the engagement is located (without regard to such province's rules on conflicts of law) and all disputes arising hereunder or related thereto shall be subject to the exclusive jurisdiction of the courts of such province.

25. LLP. KPMG LLP is a registered Limited Liability Partnership ("LLP") established under the laws of the Province of Ontario and, where applicable, has been registered extra-provincially under provincial legislation. KPMG is a partnership, but its partners have a degree of limited liability. A partner is not personally liable for any debts, obligations or liabilities of the LLP that arise from a negligent act or omission by another partner or any person under that other partner's direct supervision or control. The legislation relating to limited liability partnerships does not, however, reduce or limit the liability of the firm. The firm's insurance exceeds the mandatory professional indemnity insurance requirements established by the various Institutes/Order of Chartered Accountants. Subject to the other provisions hereof, all partners of the LLP remain personally liable for their own actions and/or actions of those who they directly supervise or control

Appendix B

- ISO certifications to Heico Companies LLC (Practice sold pre-2001)
- Property tax reviews for Robertson Building Systems

John Buschhausen,

CA

Phone:

(905) 523-2230

Email:

jbuschhausen@kpmg.ca

John Buschhausen is an **Audit Partner**, located in the Hamilton, Ontario office of KPMG. In his role as an Audit Partner, John's focuses on understanding his client's strategic goals and related business processes to develop an efficient plan for the audit of the annual financial statement and ensuring the identification of opportunities for performance improvements consistent with the client's strategic objectives.

Professional Qualifications and Education

- B. Comm, McMaster University
- Chartered Accountant and Fellow Chartered Accountant, Ontario

Relevant Experience

John has 33 years of experience serving businesses engaged in advanced manufacturing, distribution and high technology.

Specialized Skills

John has proactively helped his clients with complex issues such as:

- Acquisitions - deal management, negotiation strategies and due diligence
- Divestitures, wholly or partially
- Going public and related readiness advisory services
- Succession Planning
- Strategic planning - process coaching and facilitation
- Organizational development associated with growth
- Executive recruitment
- Complex accounting and disclosure issues
- Corporate reorganizations

Community Involvements

- Member, Business Advisory Council, McMaster University
- Member of the KPMG Automotive Industry Practice Group
- Past Chair, MacFund and Student Opportunity Fundraising Chair, McMaster University
- Past President, Hamilton and District Chamber of Commerce
- Past President, Burlington/Hamilton-Wentworth United Way
- Hamilton Campaign Chair, Burlington/Hamilton YMCA
- Member, Council of Governors, Burlington/Hamilton YMCA
- Member, Nominations Advisory Group for Hamilton Health Sciences
- Spokesman for the Get Hamilton Moving Taskforce

Present Position

Susan Glass is the National Leader of KPMG's Canadian Valuation Practice. She specializes in business valuations, damage quantifications and financial modeling, and has appeared as an expert witness before the Ontario Court (General Division), the Québec Superior Court, private arbitration tribunals, and the Commercial Registration Appeal Tribunal. Susan is also a member of the Valuation Committee of the Canadian Venture Capital Association (CVCA).

Professional Experience

Susan has over twenty-five years of professional experience. Prior to joining KPMG in 1989, she was a full-time lecturer of accounting and finance with the Faculty of Business, McMaster University, and a self-employed business consultant. Her professional experience with KPMG has included:

***Valuations*:** Responsible for valuations of private businesses and public companies, including fairness opinions and valuations prepared for the purposes of securities law requirements, merger and acquisition transactions, corporate restructurings, litigation matters, income tax reorganizations, financial reporting and regulatory requirements. Specific examples include:

- Responsible for numerous valuations of venture capital and private equity investments, including those held or managed by OMERS, Ontario Teachers' Pension Plan Board, Vengrowth Capital Management, GrowthWorks WV Management, Jefferson Partners, Penfund Mezzanine Limited Partnership, MG Stratum Funds, Innovium Capital Corp and CCFL Subordinated Debt Fund Limited Partnership.

- Other valuation engagements include those relating to or performed on behalf of BCE, Air Canada, CIBC, McCain Foods, Bank of Montreal, Enbridge, Bell Canada, Réno-Dépôt, General Electric, Southam, Williams Energy, Bell ExpressVu, Morgan Financial, Honda Canada, Life of Barbados, Pillsbury, Hitachi, Laidlaw, National Tilden, Nestle, Barbados National Bank, Grand Metropolitan, Maple Leaf Foods, Philip Services, Consumers Gas, White Rose Crafts & Nursery and numerous other companies.

- Retained by various major financial institutions to assess the fair market value of mortgage loan portfolios, term loans, revolving credit facilities, syndicated loans, project financing, commercial mortgage-backed securities and/or letters of credit. Relevant financial institutions have included Deutsche Bank, Credit Lyonnais, ING Bank of Canada and Caisse de dépôt.

- Non-business valuations have included the valuation of offshore lease and loan portfolios, trust interests, brand-names, software, license and patent rights, core deposit premiums, restricted and escrowed shares, and options.

***Damage Assessments and Litigation Services*:** Quantified damages and performed other economic analyses relating to contractual disputes, patent infringement claims, anti-trust violations, oppression actions, wrongful dismissal cases, professional negligence actions, dumping actions, financing disputes and other matters.

Specific examples of litigation engagements include those relating to or performed on behalf of the Government of Canada, Canadian Airlines, OMERS, Dofasco, National Retail Credit Services, AT&T Capital Canada, Algoma Steel, Nesbitt Burns, the Toronto Blue Jays Baseball Club, McMaster University, Proctor & Gamble, Western Co-Axial, London Life, Rogers Cantel, McDonald's, Kohler Canada, Zellers, Platinum Software, The City of Hamilton and numerous other companies.

***Restructuring*:** Analysed restructuring options, assessed available debt capacity, appropriate borrowing rates and credit covenants, reviewed and evaluated business plans, and developed financial models for insolvency and corporate restructuring purposes. Engagements have been undertaken on behalf of banking syndicates, operating lenders, secured creditors and unsecured creditor groups in various restructurings, including the restructuring of Air Canada, Algoma Steel, LTV Steel, Laidlaw, Philip Services, Sammi Atlas Steel, Beatrice Foods and Peoples Jewelers.

***Financial Modeling*:** Designed and developed financial and/or analytical models for the purposes of reorganizations, business valuation and cash flow forecasting. Completed an engagement for the Air Transport Association and the International Civil Aviation Organization, a subcommittee of the United Nations, which involved modeling the effects of proposed Stage IV noise and emission standards on the value of the worldwide jet aircraft fleet.

Academic Experience

Prior to joining KPMG, Susan was a full-time lecturer with the Faculty of Business, McMaster University, responsible for teaching and course development in the areas of financial accounting, auditing, finance, accounting theory, managerial accounting and business communications. In 1988, she received the McMaster Faculty of Business Award for Teaching Excellence. From 1989 to 2000, Susan continued to lecture on a part-time basis at McMaster University.

Susan is a regular speaker at national conferences, regional conferences and local workshops sponsored by the CICBV. She has also appeared as a speaker at conferences held in the United States and Europe, and has conducted numerous seminars and published various papers on business valuations, damage assessments, accounting and finance.

Susan held a staff appointment with the Ontario Society of Management Accountants as the Provincial Examinations Reviewer for financial accounting examinations (1987 to 1989), and reviewed and evaluated courses for the Certified General Accountants Association of Canada (1988) and the Ontario Society of Management Accountants (1986).

Other Professional Experience

Prior to 1986, Susan held various positions in industry, jointly owned and operated a family business and was self-employed as a consultant. As a consultant, she designed and implemented costing systems, provided general management consulting services relating to budgeting, financing and EDP systems, supervised all accounting functions for clients, and was responsible for estate and trust reporting.

Education

- Master of Business Administration, McMaster University (Gold Medalist).
- Chartered Accountant (Ontario Silver Medalist). Member of the Canadian Institute of Chartered Accountants and the Institute of Chartered Accountants of Ontario.
- Chartered Business Valuator (placed 2nd in Canada on qualifying examination). Member of the Canadian Institute of Chartered Business Valuators.

Susan completed the first two years of an Honours Bachelor of Commerce degree at McMaster University, following which she was awarded direct entry to the Master of Business Administration program as a result of academic excellence and prior business experience. As a result, Susan does not hold an undergraduate degree.

kpmg

Statement of Qualifications
John C. Rockx

John Rockx

Associate Partner – Valuations, KPMG LLP

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QUALIFICATIONS

- Honours Bachelor of Business Administration (BBA) – Wilfrid Laurier University, 1984
- Chartered Accountant (CA) 1986
- Certified Management Accountant (CMA) 1986
- Chartered Business Valuator (CBV) 1990

MEMBERSHIPS

- Canadian Institute of Chartered Accountants
- Society of Management Accountants of Ontario
- Canadian Institute of Chartered Business Valuators

EXPERIENCE

John's experience includes:

a) 21 years with KPMG LLP at its offices in North York, Toronto and Hamilton/Niagara. During this period, John has provided a broad range of general and specialty financial advisory services to private and public companies, government agencies, not-for-profit entities, banks, lawyers, Courts and other clients;
b) Business valuations prepared in conjunction with shareholder disputes, shareholder oppression claims, matrimonial and family law disputes, litigation, estate planning, income tax reorganizations, mergers and amalgamations, purchase price allocations etc. John has prepared hundreds of business valuations in different industry sectors and has testified in Court;
c) Various financial analyses and calculations for litigation and dispute resolution purposes; and,
d) Corporate finance activities including the sale of businesses, the raising of debt and equity financing, the conducting of due diligence investigations and related mergers and acquisition activities.

ARTICLES AND PRESENTATIONS

John has made numerous presentations to businesses, service and financial groups, and other professional associations in Ontario. He has written several articles on valuation matters and has been involved in the process of grading entrance examinations for the CICBV.

IN THE MATTER OF the COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36 as amended et al.

Court File No. 03-CL-5145

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

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