

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY



THE HONOURABLE
JUSTICE RADY

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SUNDAY, THE 27TH DAY
OF JANUARY, 2008

IN THE MATTER OF THE BANKRUPTCY OF
LEDCO LIMITED
OF THE CITY OF KITCHENER,
IN THE REGIONAL MUNICIPALITY OF WATERLOO,
IN THE PROVINCE OF ONTARIO

ORDER

THIS MOTION made by Cooper Standard Automotive Inc. ("Cooper Standard"), for an Order authorizing it to obtain possession, without interference from any party, of its inventory and tooling located at the property of Ledco Limited ("Ledco") was heard this day at London, Ontario.

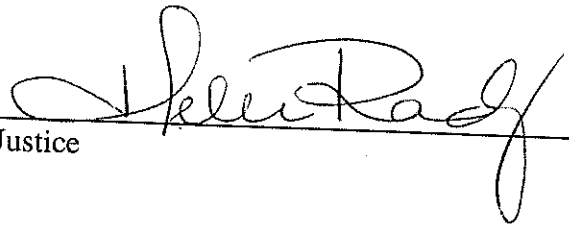
ON READING the Notice of Motion filed, the Affidavit of Thomas Petko sworn January 26, 2008 and on hearing the submissions of counsel for Cooper Standard and the Trustee,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the supporting Affidavit is hereby abridged so that the Motion is properly returnable today, and that any requirement for further service upon any interested party is hereby dispensed with.
2. **THIS COURT ORDERS** that Cooper Standard (and any agent or party acting on its behalf), is hereby authorized to attend at the property of Ledco, situated at 1530 Strasbury Road, Kitchener, Ontario (the "Property"), and remove its and/or its customers, inventory, finished goods and tooling, as set out and described on Schedule "A".

3. **THIS COURT ORDERS** that the Trustee will work with Cooper Standard to identify the Inventory and make it available for immediately removal, and Cooper Standard shall purchase all Inventory relating to Cooper Standard's projects at 100% of existing purchase order prices, and Cooper Standard shall pay, on the first available day the funds can be transferred, all outstanding accounts payables owing to Ledco and shall pay c.o.d. for remaining Inventory on Ledco's floor.
4. **THIS COURT ORDERS** that, in respect of work-in-progress Inventory, Cooper Standard and the Trustee shall negotiate in good faith in respect of a reasonable amount, if any, to compensate Ledco for value added by Ledco in respect of such goods if such work is of value to Cooper Standard.
5. **THIS COURT ORDERS** that, in addition to Inventory, Cooper Standard shall negotiate in good faith with respect to the purchase of any spare Tooling parts which Ledco has in its plant relating to Cooper Standard's projects not otherwise owned by Cooper Standard and the Trustee shall identify for Cooper Standard what spare Tooling parts, if any, do apply in the circumstances and advise of the pricing for such spare Tooling parts.
6. **THIS COURT ORDERS** that Cooper Standard and the Trustee shall work together to identify the Tooling and the location of the Tooling, and should any of the Tooling be located on equipment being used by other customers, coordinate the timing of the removal of such Tooling in the least disruptive manner to the other customer's needs.
7. **THIS COURT ORDERS** that Cooper Standard's proprietary rights to the Tooling shall be subject to the Trustee's review and supervision.
8. **THIS COURT ORDERS** that Cooper Standard shall remove the Tooling in the least disruptive manner possible and shall pay forthwith reasonable costs of removal of the Inventory and Tooling.
9. **THIS COURT ORDERS** that Cooper Standard shall outline for the Trustee its plans and timing for removal of the Inventory and Tooling, including plans for appropriate personnel to be available to remove the items in the event there is no cooperation or assistance from Ledco's employees.

10. **THIS COURT ORDERS** that Cooper Standard shall be responsible for all costs of re-sourcing its work and will not look to the Trustee for reimbursement in respect of any such costs.
11. **THIS COURT ORDERS** that Cooper Standard shall indemnify the Trustee with respect to any damage that occurs to Ledco's machinery as a result of actions on the part of Cooper Standard or its agents that are proven to have caused such damage.
12. **THIS COURT ORDERS** that, subject to paragraph 3 to 11 above, no person, party or entity shall, in any manner whatsoever, interfere with, hinder, delay or disrupt Cooper Standard (or any agent or party acting on Cooper Standard's behalf) from entering the Property, taking possession of and removing the Inventory and the Tooling.
13. **THIS COURT REQUESTS** the assistance of any authorities and peace officers so as to ensure that this Order is complied with and not breached.
14. **THIS COURT ORDERS** that any interested person may apply to this Court to vary this Order or seek other relief upon two (2) days notice to the Trustee and to any other person likely to be affected by the Order sought, upon such other notice, if any, as this Court may order.

Justice

A handwritten signature in cursive script, appearing to read "John R. ...", written over a horizontal line.

COOPER STANDARD AUTOMOTIVE INC. AND IN THE MATTER OF THE BANKRUPTCY OF LEDCO LIMITED

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT LONDON

ORDER

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