

Appendix “A”

INJECTION TECHNOLOGIES INC., MOLDCO PLASTICS INC., AND MOLDCO HOLDINGS INC.

PROPOSED SALE PROCESS

PURPOSE

1. The proposed sale process (the “**Sale Process**”) for Injection Technologies Inc. (“**ITI**”), Moldco Plastics Inc. (“**MPI**”), and Moldco Holdings Inc. (“**Moldco Holdings**”, and together with ITI and MPI, the “**Debtors**”) for sale of the Debtors’ (i) operations in Windsor, Ontario (the “**Windsor Business**”) based out of the Windsor Facility (defined below) and Windsor Warehouse (defined below), and (ii) assets located in both Windsor and Kitchener, Ontario (collectively, the “**Property**”), is proposed to be conducted by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as court-appointed receiver and manager of the Debtors (in such capacity, the “**Receiver**”), in accordance with the terms and timeline set out below.
2. Any contemplated sale shall be subject to approval by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).
3. Unless otherwise indicated herein, any event that occurs on a day that is not a business day shall be deemed to occur on the next business day.
4. Notwithstanding anything contained herein, the Receiver shall have the right to enter into an exclusive transaction for the sale of the Property, or any portion thereof, outside the Sale Process prior to the selection of a Successful Bidder (as defined herein).

SALE PROCESS PROCEDURES

5. The Receiver will compile a list of prospective purchasers (collectively with any other party expressing an interest in the Property, the “**Potential Purchasers**”), which will be primarily comprised of industry participants and auctioneers/liquidators. The Receiver will make reasonable efforts to canvass the interest (if any) in the Property, of all Potential Purchasers.
6. The sale of the Property will be on an “*as is, where is*” basis without representations or warranties of any kind, nature or description by the Receiver, or any of its directors, officers, partners, employees, agents, advisors or estates, except to the extent as may be set forth in a Successful Bid (as defined herein) and approved by the Court.
7. By submitting a bid, each Prospective Bidder (as defined herein) shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Property or the completeness of any information provided in connection

therewith, except as expressly stated in this Sale Process or as set forth in a Successful Bid and approved by the Court. The Receiver will distribute to Potential Purchasers an interest solicitation letter (“**Teaser**”) which will provide an overview of this opportunity.

8. A Confidentiality and Non-Disclosure Agreement (“**NDA**”) will also be distributed to the Potential Purchasers. Subject to the Receiver, in its sole discretion, confirming that such Potential Purchaser has a *bona fide* interest in the purchase of the Property (hereinafter referred to as a “**Prospective Bidder**”), Prospective Bidders will be required to sign the NDA in order to gain access to confidential information and to commence performing due diligence. All NDAs shall enure to the benefit of any purchaser of the Property.
9. The Receiver will advertise this opportunity in an industry publication or newspaper to be determined.
10. The Receiver will provide to each Prospective Bidder access to a secure electronic data room (the “**Data Room**”) established by the Receiver with information and documentation in the possession of the Receiver (which will include certain relevant and customary financial, operational, and other information regarding the Property).
11. The Receiver will also facilitate due diligence by Prospective Bidders, including arranging site visits, as the Receiver determines appropriate. The Receiver may also attend such site visits as it considers appropriate.
12. Notwithstanding paragraph 8 above, the Receiver shall have the right to deny or limit any Prospective Bidder's access to confidential information at any time, which may include denying access to confidential information, if in the Receiver's sole discretion views such Prospective Bidder is not likely to be serious about submitting a bid for the Property.
13. The Receiver makes no representation or warranty as to the information to be provided through this due diligence process or otherwise.

BUSINESS AND ASSETS FOR SALE

14. The Windsor Business and assets (the “**Assets**”) of the Debtors will be detailed in the Data Room which will be made available to Prospective Bidders. The Receiver will separate the various assets that are subject to the Sale Process in lots by location and sub-lots (the “**Lots**” and “**Sub-Lots**”, respectively) as listed in the Data Room. Bids can be submitted for the Windsor Business and/or any or all of the Lots or Sub-Lots, which can be summarized as follows:
 - (a) **The Windsor Business:** The operations and assets, including Lot 1 and Lot 3, used in the Windsor Business. A bid for the Windsor Business shall specify which of the following numbered lots are included;
 - (b) **Lot 1:** Fixed assets, including machinery and equipment, located at 4350 Industrial Dr, Windsor, ON (the “**Windsor Facility**”);
 - (c) **Lot 2:** Fixed assets, including machinery and equipment, located at 41 Ardelt Place, Kitchener, ON (the “**Kitchener Facility**”);

- (d) **Lot 3:** Fixed assets, including machinery and equipment, located at 2051 Ambassador Drive, Windsor, ON (the “**Windsor Warehouse**”);
- (e) **Lot 4:** All raw material inventory, work-in-process inventory, and finished goods inventory, which are not otherwise used in operations or sold to customers at each of the Windsor Facility, Kitchener Facility, and Windsor Warehouse; and
- (i) **Lot 4(a)** – The Windsor Facility;
- (ii) **Lot 4(b)** – The Kitchener Facility;
- (iii) **Lot 4(c)** – The Windsor Warehouse; and
- (f) **Lot 5:** All intellectual property of the Debtors, excluding any intellectual property which may be included in a transaction for the Windsor Business.
15. The accounts receivable of the Debtors may be made available for an assignment or sale to a Prospective Bidder, in the sole discretion of the Receiver.
16. The Receiver reserves its right to add or remove assets from the Lots and Sublots prior to the Bid Deadline.
17. **Purchasers seeking only to purchase the Windsor Business and assets located at the Windsor Facility and Windsor Warehouse are only required to submit one Binding Bid. If such parties are also interested in assets located in Kitchener, a separate bid(s) will be required for Lots or Sublots 2, 4, and 5 in respect of Kitchener assets.**

TIMELINE

18. A chart summarizing the material deadlines for the Sale Process is set out below:

Timing	Activity
Day 1 to 5	<ul style="list-style-type: none">• Identification of Potential Purchasers.• Preparation of the Teaser and form of NDA for circulation to Potential Purchasers.• Compile and review information that will be required by Potential Purchasers to assess their bid(s) for the assets.• Establish and commence populating the Data Room with information for Potential Purchasers who executed an NDA to assess the equipment and acquisition opportunity.
Day 5 to 7	<ul style="list-style-type: none">• Launch the market outreach campaign with an email distribution of the Teaser and NDA to Potential Purchasers.• Advertise in an industry publication.

Timing	Activity
	<ul style="list-style-type: none"> • Commence arranging third-party inspection of assets and preparation of equipment listing for use by Potential Purchasers. • Respond to in-bound calls and inquiries.
Day 15-20	<ul style="list-style-type: none"> • The Receiver’s template forms of offer to be posted in the Data Room for use by Prospective Bidders: <ul style="list-style-type: none"> ○ Agreement of Purchase and Sale re Windsor Business – The Receiver’s template form of Agreement of Purchase and Sale ○ Asset Purchase Agreement / Auction Proposal – The Receiver’s template form of Asset Purchase Agreement and/or Terms and Conditions for an auction proposal
Day 8 to 30	<ul style="list-style-type: none"> • Continue outreach to Potential Purchasers, respond to inquiries, and execution of NDAs. • Ongoing compilation and review of information, updating the Data Room. • Coordinate site visits and review of assets by Prospective Bidders.
Day 31	<ul style="list-style-type: none"> • Bid deadline for submission of bids, including conditions, supplemental bidder information about its operational background, experience, corporate disclosures, and financial capability (the “Bid Deadline”).
Day 31 to 35	<ul style="list-style-type: none"> • Review of bids (each, a “Bid”), selection of shortlisted Bids (each, a “Shortlisted Bid”), correspondence and clarifying questions with Shortlisted Bids, and consultations with stakeholders.
Day 35	<ul style="list-style-type: none"> • Selection of the most advantageous Shortlisted Bid(s), conditional on Court approval.
Day 35 to 40	<ul style="list-style-type: none"> • Negotiation with the successful bidder(s) and execution of a definitive agreement (a “Definitive Agreement”).
Day 45 to 50	<ul style="list-style-type: none"> • Projected date to seek the Court’s approval of the successful purchaser and the corresponding Definitive Agreement (the “Sale Approval Hearing”).
Day 51 to 55	<ul style="list-style-type: none"> • Close the transaction (the “Sale Transaction”) set out in the Definitive Agreement. • Implement terms of the Definitive Agreement (if applicable). • Targeted date for removal of all Property and vacate associated leased premises.
TBC - Auction Timing	<ul style="list-style-type: none"> • Period and terms of continued occupancy to facilitate an auction at each or all of the Windsor Facility, Kitchener Facility, and Windsor Warehouse to be negotiated and subject to the Receiver’s discretion

19. Subject to any Order of the Court, the dates set out in the Sale Process may be extended by the Receiver in its sole discretion acting reasonably, all with a view of maximizing the value of the Property.

SUBMISSION OF BIDS

20. The Receiver shall seek binding Bids and accompanying materials from Prospective Bidders (each, a “**Binding Bid**”) in accordance with the timeline set out above that provides for:
- (a) delivery of each Binding Bid by the Prospective Bidder on or before the Bid Deadline;
 - (b) the identity of each person or entity (including its shareholders) that is sponsoring or participating in the Binding Bid and the complete terms of such participation, evidence of corporate authority, and proof of such bidder's financial ability to perform the proposed transaction to the satisfaction of the Receiver, acting reasonably;
 - (c) a Binding Bid capable of acceptance and irrevocable until 72 hours following the Bid Deadline;
 - (d) all Binding Bids are to be accompanied by a deposit (the “**Deposit**”) in the form of a wire transfer (to a bank account specified by the Receiver), in an amount equal to at least 10% of the total consideration contained in the Binding Bid. Such deposit to be held in the Receiver’s trust account. No interest shall be paid to any Prospective Bidder or Potential Bidder in respect of any Deposit. Deposits will be credited against the balance of the purchase price payable on closing in respect of any Successful Bid;
 - (e) an acknowledgement and representation that the Prospective Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Binding Bid, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents, the Property and/or any other assets to be acquired and liabilities to be assumed in making its Binding Bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business and/or assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in any definitive documents;
 - (f) **no conditions based upon:** (i) the outcome of any further due diligence, (ii) obtaining financing, or (iii) any other conditions to closing, except the usual limited conditions such as the issuance by the Court of an order approving the transaction set forth in the Definitive Agreement.
21. Each Bid submitted in accordance with above terms above shall be a “**Qualified Bid**” and each such Bidder a “**Qualified Bidder**”, as determined by the Receiver.
22. The Receiver may determine whether to entertain Binding Bids for the Property that do not conform to one or more of the requirements specified herein and deem such Binding Bids to be a Qualified Bid.

POST-BID DEADLINE PROCEDURE

23. If one or more Qualified Bids are received the Receiver may:
 - (a) accept one (or more, if for distinct transactions) Qualified Bid(s) (the “**Successful Bid**”) and each Qualified Bidder making the Successful Bid(s) being a “**Successful Bidder**”) and take such steps as are necessary to finalize and complete a Definitive Agreement for the Successful Bid(s) with the Successful Bidder(s); or
 - (b) continue negotiations with a selected number of Qualified Bidders (collectively, “**Shortlisted Bidders**”) with a view to finalizing one or more Definitive Agreements with one or more Shortlisted Bidders.
24. The Receiver shall not be under any obligation to accept the highest or best (or any) Qualified Bid and any selection of the Successful Bid(s) and the Shortlisted Bidder(s) shall be entirely in the discretion of the Receiver. For greater certainty, the Receiver is hereby permitted to decline acceptance of any and all Binding Bids, including Qualified Bids. The Receiver shall make it clear that this proposed proposal is not a tender.
25. A Binding Bid will be evaluated based upon several factors including, without limitation, items such as the proposed purchase price, net value provided by such bid, factors affecting the speed and certainty of the closing of the transactions, the assets included or excluded from the bid, and the likelihood and timing of consummating such transactions, as determined by the Receiver.
26. A Binding Bid may not be withdrawn, modified, or amended without the written consent of the Receiver prior to the Successful Bid being determined. Each Bidder shall comply with all reasonable requests for additional information by the Receiver regarding the Qualified Bidder or the Binding Bid. Failure of a Qualified Bidder to comply with requests for additional information may form the basis upon which the Receiver may choose to reject a Binding Bid. Any such withdrawal, modification or amendment made without the written consent of the Receiver prior to the Successful Bid being determined shall result in the forfeiture of such Prospective Bidder’s deposit as liquidated damages and not as a penalty.
27. No one, including any Potential Purchasers, Prospective Bidders, Qualified Bidders, Shortlisted Bidders or Successful Bidders, shall be entitled, to nor permitted any break, termination or similar fee or reimbursement of any kind. For greater certainty, all such persons shall be responsible for their own fees and costs of any kind, including those relating to any due diligence they may have performed, and any Binding Bid they each may make.
28. The Receiver shall not have any liability to any Potential Bidder, for any act or omission related to the process contemplated by the Sale Process. By submitting a bid, each Potential Bidder shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.
29. In the event a Qualified Bidder is not selected as a Successful Bidder, the Deposit shall be returned to the Qualified Bidder as soon as reasonably practicable.

AUCTIONEER BIDS

30. Prospective Bidders that operate as an auctioneer (an “**Auctioneer**”) shall submit two Binding Bids required for all assets as follows, in addition to the terms set forth herein (an “**Auctioneer Bid**”):
- (a) **Cash Purchase Price** – An offer to purchase and take title to all of the Property, Lots, or Sublots. Such offers must ascribe bid values to permit the Receiver to allocate them between other secured creditors as may be applicable and required; and
 - (b) **Net Minimum Guarantee** – Auctioneer offers to pay a specified minimum amount for all the Property, Lots, or Sublots to be auctioned (a “**Net Minimum Guarantee**” or “**NMG**”), **plus** the proceeds from auction above the NMG would be shared by allocation between the Qualified Bidder and the Receiver based upon a negotiated / proposed structure.
31. Each Auctioneer Bid shall, as part of its Binding Bid: (i) provide a brief description of its corporate background, including but not limited to prior experience for projects of this size/scope, and any prior experience in the automotive or manufacturing industry; (ii) demonstrate an in-depth knowledge of the various asset classes available and clear insight on the appropriate channels to market these assets to maximize recovery; (iii) provide evidence of financial ability to close the proposed transaction (e.g. Proof of Funds letter) and appropriate insurance to conclude the transaction; and (iv) specify any partners that would participate in the transaction.
32. Each Auctioneer as part of an Auctioneer Bid shall outline an opinion on the estimated value range of recovery/price per asset/unit on the asset listing included in the Data Room

OTHER TERMS

33. Qualified Bidders will be responsible for: (i) coordinating with the local management on-site appropriate documentation to facilitate sale and asset removal; (ii) coordinating removal of all assets using bonded and insured riggers and service providers; and (iii) leaving the respective leased facility in an orderly condition and for restoring any damages caused to the premises that occurs as a result of the asset removal.
34. If a Successful Bidder breaches its obligations under the terms of its Binding Bid, and if the Receiver chooses not to proceed with the Successful Bidder, any Deposit submitted in connection with the Successful Bid shall be forfeited to the Receiver as liquidated damages and not as a penalty.
35. The Receiver may: (a) determine which Qualified Bid, if any, is the highest or otherwise best bid, (b) reject at any time before the issuance and entry of an order approving a Successful Bid, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Sale Process or any order of the Court, or (iii) contrary to the best interests of the receivership estate, and (c) may modify the Sale Process or impose additional terms and conditions on the sale of the Property, acting reasonably.
36. The Receiver shall not have any liability whatsoever to any person or party, including without limitation any Potential Purchasers, Prospective Bidders, Qualified Bidders, Shortlisted Bidders or Successful Bidders, the Debtors and their shareholders, or any creditor or other stakeholder, for any

act or omission related to the Sale Process. By submitting a Binding Bid, each Prospective Bidder shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.

37. Following the selection of the Successful Bid(s), and subject to the timeline set out above, the Receiver shall bring a motion to the Court for an order, authorizing and approving a Definitive Agreement, together with the transaction contemplated therein (the “**Transaction**”) vesting any Property subject to the Transaction, and authorizing the Receiver to take such further actions as may be necessary or appropriate, to give effect to the Successful Bid(s) (the “**Approval Order**”).
38. Following the granting of any Approval Order by the Court, the Receiver shall take all reasonable steps necessary to complete the Transaction in accordance with the timeline set out herein or as otherwise agreed between the Receiver and Successful Bidder.
39. Notwithstanding anything else contained herein, if it becomes evident to the Receiver that no Qualified Bids will be received, the Receiver, may terminate the Sale Process.
40. This Sale Process is solely for the benefit of the Receiver and nothing contained in the Sale Process Order or this Sale Process shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise).