

EXCLUSIVE AUTHORITY TO SELL

To: Cushman & Wakefield LePage Inc. f/k/a Royal LePage Commercial Inc. (referred to herein as "Royal LePage")
5770 Hurontario Street, Suite 200
Mississauga, Ontario L5R 3G5
Attn: David Woodiwiss

In consideration of your listing and agreeing to offer the property owned by Allied Systems (Canada) Company (the "Vendor") and known as a portion of 1790 Provincial Road, City of Windsor, being approximately 36.47 acres of land (the "Property"), for sale, we hereby grant you the sole and exclusive authority, irrevocable until the expiration hereof, to offer our property for sale at such price or terms which we may accept.

Subject to approval of the U.S. Bankruptcy Court for the Northern District of Georgia ("Bankruptcy Court"), the Vendor agrees to pay Royal LePage a commission of five percent (5%) of the sale price of the Property, plus applicable Goods and Services Tax, on any sale from any source whatsoever, effected during the currency of this agreement or on any sale effected within six months after the termination date of this agreement, with any party to whom Royal LePage has introduced the Property during the term of this agreement, provided Royal LePage has notified the Vendor in writing of the name of the party prior to the expiry of this agreement.

Upon the successful completion of the sale, Royal LePage may deduct its commission from any deposit held in trust, and any unpaid balance shall then become immediately due and payable by the Vendor.

All enquiries from any source whatsoever shall be referred to Royal LePage and all offers submitted shall be brought to the attention of Royal LePage prior to acceptance. Royal LePage is permitted to erect "For Sale" signs upon the property.


The Vendor acknowledges that Royal LePage may represent both the Vendor and the Purchaser in the sale of the Property, and the Vendor hereby consents to such dual agency.

This agreement is subject to Bankruptcy Court approval and shall expire on May 31, 2006.

I have read and clearly understand this agreement, and acknowledge this date having received a copy of same.

Dated at Windsor, GA this 29th day of November, 2005.

Allied Systems (Canada) Company


Witness

Per: 
Authorized Signing Officer

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To: Cushman & Wakefield LePage Inc. f/k/a Royal LePage Commercial Inc. (referred to herein as "Royal LePage")
5770 Hurontario Street, Suite 200
Mississauga, Ontario L5R 3G5
Attn: David Woodiwiss

In consideration of your listing and agreeing to offer the property owned by Allied Systems (Canada) Company (the "Vendor") and known as a portion of 1790 Provincial Road, City of Windsor, being approximately 15.11 acres of excess land (the "Property"), for sale, we hereby grant you the sole and exclusive authority, irrevocable until the expiration hereof, to offer our property for sale at such price or terms which we may accept.

Subject to approval of the U.S. Bankruptcy Court for the Northern District of Georgia ("Bankruptcy Court"), the Vendor agrees to pay Royal LePage a commission of five percent (5%) of the sale price of the Property, plus applicable Goods and Services Tax, on any sale from any source whatsoever, effected during the currency of this agreement or on any sale effected within six months after the termination date of this agreement, with any party to whom Royal LePage has introduced the Property during the term of this agreement, provided Royal LePage has notified the Vendor in writing of the name of the party prior to the expiry of this agreement.

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This agreement is subject to Bankruptcy Court approval and shall expire on May 31, 2006.

I have read and clearly understand this agreement, and acknowledge this date having received a copy of the same.

Dated at Decatur, GA this 29th day of November, 2005.

Allied Systems (Canada) Company


Witness

Per: 
Authorized Signing Officer