

FIRST AMENDMENT TO DIP LOAN AGREEMENT

THIS FIRST AMENDMENT TO DIP LOAN AGREEMENT dated as of January ____, 2009 is entered into between BURLINGTON TECHNOLOGIES INC. (the "**Borrower**"), BURLINGTON GROUP INC. (the "**Guarantor**") and ROYAL BANK OF CANADA (the "**Lender**") (the "**First Amending Agreement**").

RECITALS:

- A. The Borrower, the Guarantor and the Lender are parties to a DIP loan agreement dated as of December 9, 2008 (as it may be amended, restated, supplemented, changed or replaced from time to time, collectively, the "**DIP Loan Agreement**");
- B. The Guarantor has guaranteed the repayment of the Obligations of the Borrower to the Lender arising from the DIP Loan Agreement pursuant to a guarantee dated December 9, 2009 executed by the Guarantor in favour of the Lender (together with all amendments, restatements, modifications, supplements, replacements, extensions, renewals, and confirmations, the "**Guarantee**"), and has delivered to the Lender security documents or instruments creating a security interest, assignments, hypothecs, liens, pledges, other charges and subordination and postponements of claim (together with all amendments, restatements, modifications supplements, replacements, extensions, renewals, and confirmations, the "**Security Documents**"); and
- C. The Borrower, the Lender and the Guarantor have agreed to amend certain terms of the DIP Loan Agreement in the manner set out in this First Amending Agreement.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Defined Terms.** In this First Amending Agreement all defined terms shall have the respective meanings set out in the DIP Loan Agreement unless otherwise defined herein.
2. **Amendment to DIP Loan Agreement.** Upon the execution and delivery of this Agreement by the parties to this Agreement, the DIP Loan Agreement is hereby amended as follows:
 - (a) Section 5(e) is deleted in its entirety and replaced with the following:

“(e) **Commitment Fee:** The Borrower shall pay to the Lender on January 16, 2009 a commitment fee in an amount equal to \$50,000.”
 - (b) Section 5(f) is deleted in its entirety and replaced with the following:

“(f) **Monitoring Fee:** The Borrower shall pay to the Lender a monitoring fee of \$5,000 per month on January 1, 2009 and on the first Business Day of each month thereafter until the first Business Day of the

month following the later of the date that the DIP Facility is paid in full and the Termination Date.

(c) Section 6(f) is deleted in its entirety and replaced with the following:

“(f) January 30, 2009 or such other date as may be agreed to by the Lender in writing.”

3. **Acknowledgement of Guarantor.** The Guarantor hereby acknowledges, confirms and agrees that the Guarantee unconditionally and irrevocably guarantees to the Lender the full and punctual payment when due, whether at stated maturity, by required payment, by acceleration, declaration, demand or otherwise, of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing or remaining unpaid by the Borrower to the Lender pursuant to the DIP Loan Agreement together with interest thereon and all costs, charges and expenses incurred in connection therewith (including counsel fees and expenses) upon the terms and conditions set out in the Guarantee and the Guarantee remains in full force and effect as at the date hereof.
4. **Continuing Effect of Security Documents.** The Guarantor acknowledges, confirms and agrees that each of its existing Security Documents remains in full force and effect as at the date hereof and secures its Guarantee of the Obligations.
5. **Guarantor's Information.** The Guarantor confirms that it shall independently keep apprised of the financial position of the Borrower and acknowledges that the Lender has no obligation to the Guarantor to do so or to give notice of any further amendments or previous amendments to the DIP Loan Agreement. The Guarantor acknowledges and confirms that the Guarantor has received a copy of the DIP Loan Agreement and understands the terms thereof.
6. **Event of Default.** The Borrower and the Guarantors acknowledge and agree that, subject to the provisions of the DIP Loan Agreement, the failure by them to comply with the terms of this First Amending Agreement shall be deemed to be an Event of Default under the DIP Loan Agreement.
7. **Nature of Amendments and Defined Terms.** It is acknowledged and agreed that the terms of this First Amending Agreement are in addition to and, unless specifically provided for, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the DIP Loan Agreement. The DIP Loan Agreement shall henceforth be read and construed in conjunction with the First Amending Agreement and the DIP Loan Agreement together with all of the powers, provisions, conditions, covenants and agreements contained or implied in the DIP Loan Agreement shall be and shall continue to be in full force and effect, as hereby amended. References to the “DIP Loan Agreement” or the “Agreement” in the DIP Loan Agreement or in any other document delivered in connection with, or pursuant to, the DIP Loan Agreement, shall mean the DIP Loan Agreement, as amended hereby.

8. **Continuing Effect of DIP Loan Agreement.** The consents and waivers contained in this First Amending Agreement shall not be construed as a waiver or consent to any further or future action on the part of the Borrower that would require a waiver or consent of the Lender.
9. **Effectiveness.** This First Amending Agreement shall become effective on the date on which the Lender receives each of the following, in form and substance satisfactory to the Lender:
 - (a) this First Amending Agreement duly executed and delivered by the Lender, the Borrower and the Guarantor;
 - (b) the first amendment agreement (the “**First Forbearance Amendment**”) to the forbearance agreement dated December 9, 2008 among the Borrower, the Lender, Castings International Inc., Ken Carpenter and the Guarantor; and
 - (c) a CCAA Order made by the Court and including approval of this Agreement.
10. **Representations and Warranties.** The Borrower hereby represents and warrants that each of the covenants, representations and warranties made by the Borrower in or pursuant to the DIP Loan Agreement or any other document, agreement, certificate or instrument executed pursuant to the DIP Loan Agreement shall be, after giving effect to this First Amending Agreement, true and correct in all material respects as if made on and as of the date hereof.
11. **No Novation.** Nothing in this First Amending Agreement, or in the DIP Loan Agreement when read together with this First Amending Agreement, shall constitute novation, payment, readvance, or otherwise of any existing Obligations of the Borrower.
12. **Counterparts.** This First Amending Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This First Amending Agreement, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
13. **Governing law.** This First Amending Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the province of Ontario and the laws of Canada applicable therein.
14. **Expenses.** The Borrower and the Guarantor, jointly and severally, agree to pay or reimburse the Lender for all of its reasonable out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this First Amending Agreement, including, without limitation, the reasonable fees and disbursements of counsel to the Lender.

[THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Amending Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

BURLINGTON TECHNOLOGIES INC.

Per:

Name:

Title:

Name:

Title:

BURLINGTON GROUP INC.

Per:

Name:

Title:

ROYAL BANK OF CANADA

Per:

Name:

Title:

Name:

Title: