

CONFIRMATION AGREEMENT

THIS AGREEMENT is dated as at December 17, 2008.

B E T W E E N:

BURLINGTON TECHNOLOGIES INC.
(the "Borrower")

-and-

MAPLE TRADE FINANCE INC.
(the "Lender")

WHEREAS:

- A. The Lender and the Borrower have entered into certain financing arrangements pursuant to a credit agreement dated May 29, 2008 (the "**Credit Agreement**", and together with all assignment documents, security agreements and instruments at any time executed and/or delivered in connection with or related to the Credit Agreement, the "**Loan Documents**"); and
- B. The Borrower has been granted an order of the Ontario Superior Court of Justice (the "**Court**") made as of December 9, 2008 (the "**Initial Order**") under the *Companies' Creditors Arrangement Act (Canada)* (the "**CCAA**");

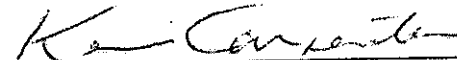
FOR GOOD AND VALUABLE CONSIDERATION, including the payment of \$10.00 by the Lender to the Borrower, the Parties agree as follows:

- 1. Confirmation. Notwithstanding the filing by the Borrower under the CCAA, the Lender hereby confirms, acknowledges and agrees to continue to provide the credit facilities established by the Credit Agreement on the terms set out in the Loan Documents during the Stay Period as defined in the Initial Order.
- 2. Accommodation Agreements. The Borrower hereby confirms that in accordance with the DIP Loan Agreement entered into between Royal Bank of Canada and the Borrower dated December 9, 2008, that the Borrower will make all reasonable efforts to enter into Accommodation Agreements with Ford Motor Company and General Motors Corporation.
- 3. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 4. Counterparts and Fax Signing. This agreement may be executed in one or more counterparts, in original or electronic form, each of which shall be deemed to be an original and which taken together shall be deemed to constitute one and the same agreement.

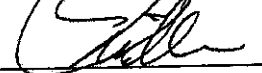
5. Successors and Permitted Assigns. This agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

BURLINGTON TECHNOLOGIES INC.

By: 
 Name: Kenneth Carpenter
 Title: President & Chief Executive Officer

MAPLE TRADE FINANCE INC.

By: 
 Name: MICHAEL MILLER
 Title: CHIEF OPERATING OFFICER

CONSENT

Pursuant to the Initial Order and specifically paragraph 10(f) thereof, Royal Bank of Canada and BDO Dunwoody Limited, in its capacity as Court appointed monitor hereby consent to the foregoing provided that no amendments to the Loan Documents are made without the undersigned's prior written consent.

DATED as of the ____ day of December, 2008.

BDO DUNWOODY LIMITED in its capacity as court appointed monitor of Burlington Technologies Inc. and not in its personal or corporate capacity

By: _____
 Name:
 Title:

ROYAL BANK OF CANADA

By: _____
 Name:
 Title:


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By: _____
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 Title: President & Chief Executive Officer

MAPLE TRADE FINANCE INC.


By: 
 Name: MICHAEL MILLER
 Title: CHIEF OPERATING OFFICER

CONSENT

Pursuant to the Initial Order and specifically paragraph 10(f) thereof, Royal Bank of Canada and BDO Dunwoody Limited, in its capacity as Court appointed monitor hereby consent to the foregoing provided that no amendments to the Loan Documents are made without the undersigned's prior written consent.

DATED as of the 12th day of December, 2008.

BDO DUNWOODY LIMITED in its capacity as court appointed monitor of Burlington Technologies Inc. and not in its personal or corporate capacity

By: 
 Name: Uwe Manski
 Title: President

ROYAL BANK OF CANADA

By: _____
 Name:
 Title:

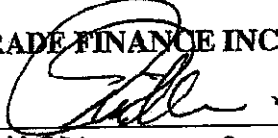
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 Title: President & Chief Executive Officer

MAPLE TRADE FINANCE INC.

By: 
 Name: MICHAEL MILLER
 Title: CHIEF OPERATING OFFICER

CONSENT

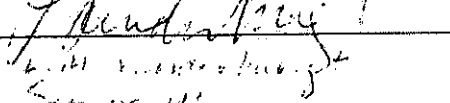
Pursuant to the Initial Order and specifically paragraph 10(f) thereof, Royal Bank of Canada and BDO Dunwoody Limited, in its capacity as Court appointed monitor hereby consent to the foregoing provided that no amendments to the Loan Documents are made without the undersigned's prior written consent.

DATED as of the 17th day of December, 2008.

BDO DUNWOODY LIMITED in its capacity as court appointed monitor of Burlington Technologies Inc. and not in its personal or corporate capacity

By: _____
 Name:
 Title:

ROYAL BANK OF CANADA

By: 
 Name: _____
 Title: Senior Manager