

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM ) TUESDAY, THE 31st DAY  
 ) OF MARCH, 2009  
 )  
JUSTICE PEPALL )

**IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF NMC CANADA, INC. AND  
2515080 NOVA SCOTIA COMPANY**

Applicants

**ORDER**

**THIS MOTION** made by the applicants, NMC Canada Inc. and 2515080 Nova Scotia Company (the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Initial Order of this Court dated January 21, 2009, as extended from time to time (the "**Initial Order**"), the affidavit of John Chen sworn March 28, 2009, (the "**Chen Affidavit**") and the Fifth Report (the "**Fifth Report**") of RSM Richter Inc., the Monitor of the Applicants (the "**Monitor**"), and on hearing submissions from counsel for the Applicants and SKD Company, the general partnership through which the Applicants carry on business ("**SKD Company**"), and together with the Applicants, the "**CCAA Parties**", and any one, a "**CCAA Party**"), counsel for the Monitor, as well as counsel for Comerica Bank ("**Comerica**"), Honda of

America Mfg., Inc., for itself and on behalf of Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, "**Honda**"), Ford Motor Company ("**Ford**") and Chrysler LLC, Chrysler Motors LLC and Chrysler Canada Inc. (collectively, "**Chrysler**" and, together with Ford and Honda, the "**Customers**"), the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union, (the "**USW**"), the National Automobile, Aerospace, Transportation and General Workers of Canada and its Local 1285 (the "**CAW**"), no one else on the service list appearing:

1. **THIS COURT ORDERS** that the time for service of the notice of motion and motion record herein is abridged, that this motion is properly returnable today and that further service is dispensed with, having been affected in accordance with paragraph 53 of the Initial Order.

#### **EXTENSION OF STAY PERIOD**

2. **THIS COURT ORDERS** that the Stay Period as defined in the Initial Order, as extended by Orders of this Court made February 18, 2009, February 27, 2009, March 9, 2009, March 10, 2009 and March 11, 2009, be and is hereby extended until and including April 30, 2009.

#### **ESCROW AGREEMENT**

3. **THIS COURT ORDERS** that the escrow agreement dated as of March 19, 2009, entered into by SKD Company and SKD Automotive Group, Limited Partnership, as employer, and Honda, Ford, Chrysler LLC, and General Motors Company ("**GM**") and the Monitor, in the form of the escrow agreement annexed as Appendix A to the Fifth

Report (the “**Employee Retention Plan Escrow Agreement**”), be and is hereby approved and that SKD Company, by the Applicants as its general partners, be authorized and empowered to enter into and perform its obligations under the Employee Retention Plan Escrow Agreement, to take such steps and actions as are contemplated by the Employee Retention Plan Escrow Agreement, and to execute such directions, agreements, other documents and assurances as are necessary or incidental to give effect thereto.

4. **THIS COURT ORDERS** that the Monitor be and it is hereby directed and empowered to act as the escrow agent in accordance with and pursuant to the Employee Retention Plan Escrow Agreement, and be and is hereby directed to execute and deliver the Employee Retention Plan Escrow Agreement.
  
5. **THIS COURT ORDERS AND DECLARES** that the Monitor shall:
  - (a) be under no liability or obligation to the Applicants, SKD Company, the Customers, GM, or any existing or former employee of SKD Company, on any basis whatsoever as a result of carrying out its responsibilities as the escrow agent under the Employee Retention Plan Escrow Agreement, including for any action taken or omitted to be taken by it in good faith and in the exercise of its own judgment, unless such action involves any gross negligence or wilful misconduct on its part, in which case the Monitor’s liability shall be limited to the fees and expenses of the Monitor incurred in its capacity as escrow agent;

- (b) not be nor be construed to be the employer of any employee of SKD Company by virtue of acting as escrow agent under the Employee Retention Plan Escrow Agreement; and
  - (c) be entitled, in its capacity as escrow agent under the Employee Retention Plan Escrow Agreement, to (i) all of the protections afforded to the Monitor under the Initial Order and the CCAA, and (ii) the benefit of the Administration Charge (as defined in the Initial Order) in respect of its fees and expenses incurred in its capacity as escrow agent.
6. **THIS COURT ORDERS AND DECLARES** that the Customers and GM shall be under no liability or obligation to any existing or former employee of SKD Company, on any basis whatsoever as a result of such Customer or GM having provided any funding pursuant to the Employee Retention Plan Escrow Agreement, nor shall the Customers or GM, or any of them, be nor be construed to be the employer of any existing or former employee of SKD Company by virtue of their having provided any such funding to permit any of the payments contemplated by the Employee Retention Plan Escrow Agreement to be made by or on behalf of SKD Company.

**APPROVAL OF THE ACTIONS OF THE MONITOR**

7. **THIS COURT ORDERS** that the Fifth Report, and the actions and activities of the Monitor as reported therein, be and are hereby approved.

**OTHER**

8. **THIS COURT ORDERS** that, except as provided for in this Order, the Initial Order shall otherwise remain in full force and effect.

A handwritten signature in black ink, appearing to read "Repall, J.", is written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

MAR 31 2009

PER / PAR: A handwritten signature in black ink follows the text "PER / PAR:".

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Court File No. 09-CL- 7960

**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**ORDER**

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