

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) THURSDAY, THE 21ST DAY  
 ) OF MAY, 2009  
 )  
JUSTICE CAMPBELL )



**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 May 18, 2009, (the "**Chen Affidavit**") and the Eighth Report (the "**Eighth 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**”) Chrysler LLC, Chrysler Motors LLC and Chrysler Canada Inc. (collectively, “**Chrysler**”), and Martinrea Fabco Metallic Canada Inc. (the “**Purchaser**”), no one else on the service list appearing, and on being advised that 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**”) and Ford Motor Company (“**Ford**”, and referred to below together with Chrysler and Honda as the “**Customers**”) do not oppose this motion:

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.

#### **APPROVAL OF MARTINREA SALE TRANSACTION**

2. **THIS COURT ORDERS** that SKD Company, by the Applicants as its general partners, be and is hereby authorized and empowered to enter into the Agreement of Purchase and Sale (the “**Purchase Agreement**”) with the Purchaser, substantially in the form attached as Exhibit “A” to the Chen Affidavit, for the purchase of the Assets (as defined in the Purchase Agreement).

3. **THIS COURT ORDERS** that the Purchase Agreement and all transactions, steps or actions contemplated under the Purchase Agreement be and are hereby approved.

4. **THIS COURT ORDERS** that the CCAA Parties are hereby authorized and directed to complete the transactions contemplated by the Purchase Agreement, and to take such steps and

actions and execute and deliver such bills of sale, assignments, ancillary agreements, directions, consents, certificates, licenses, acknowledgements and other documents and assurances as are necessary or incidental thereto.

5. **THIS COURT ORDERS** that the CCAA Parties are hereby authorized to enter into such amendments to and modifications of the Purchase Agreement as they may consider necessary and appropriate and the parties thereto may agree, with the approval of the Monitor, and any reference in this order to the Purchase Agreement shall be deemed to be a reference to the Purchase Agreement, as so amended.

6. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to carry out the activities and functions of the Monitor set out in the Purchase Agreement, including, without limitation, retention and payment of the Purchase Price (as defined in the Purchase Agreement) and the filing with the Court of Monitor's Certificates in accordance with the terms of the Purchase Agreement.

7. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the delivery to the Purchaser by the Monitor of one or more certificates, substantially in the form of the certificate attached as Schedule "A" to this Order (each, a "**Monitor's Certificate**"), all right, title and interest in and to the Assets described in such Monitor's Certificates shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including all options to purchase all or any of the

Assets pursuant to any agreement to which SKD Company is a party (collectively, the “**Claims**”), including, without limiting the generality of the foregoing, the Claims held by or in favour of the entities, or their solicitors, served with the Notice of Motion relating to the Order, and including, without limiting the generality of the foregoing: (i) all charges created by the Initial Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Repair and Storage Liens Act* (Ontario) and any other personal property registry system; and (iii) all security interests, options, rights and interests of any of the Customers pursuant to the accommodation agreement between SKD Company, the Customers and Comerica Bank dated January 21, 2009, as amended (the “**Accommodation Agreement**”) (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Assets.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the sale proceeds of the Assets, net of applicable sales taxes and any purchase price adjustments pursuant to the Purchase Agreement (the “**Net Sale Proceeds**”), described in the schedule attached to a Monitor’s Certificate shall stand in the place and stead of such Assets, and that from and after the date of delivery of a Monitor’s Certificate all Claims and Encumbrances in relation to the Assets shall attach to the Net Sale Proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the completion of their sale to the Purchaser, as if the Assets had not been sold or delivered to the Purchaser and remained in the possession or control of the person having that possession or control immediately prior to the sale.

**PURCHASE OF INVENTORY BY CHRYSLER**

9. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the delivery to Chrysler by the Monitor of one or more certificates, substantially in the form of the certificate attached as Schedule "B" to this Order (each, a "**Monitor's Inventory Certificate**") (i) all right, title and interest in and to certain inventory constituting finished Component Parts (as defined in the Accommodation Agreement) to be purchased by Chrysler pursuant to the resourcing notice delivered by SKD to Chrysler dated May 11, 2009 (the "**Inventory**"), which Inventory is described in such Monitor's Inventory Certificates shall vest absolutely in Chrysler free and clear of and from any and all Claims, including, without limiting the generality of the foregoing, the Claims held by or in favour of the entities, or their solicitors, served with the Notice of Motion relating to the Order, and including, without limiting the generality of the foregoing, any and all Encumbrances and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Inventory are hereby expunged and discharged as against the Inventory; and (ii) the Monitor be and it is hereby directed to release any amount of the purchase price, plus any applicable taxes, of the Inventory referenced in a Monitor's Inventory Certificate that has been paid to it in by or on behalf of Chrysler, in trust, from such trust.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the sale proceeds of the Inventory, net of applicable sales taxes, pursuant to the Accommodation Agreement (the "**Net Inventory Sale Proceeds**"), described in the schedule attached to a Monitor's Inventory Certificate shall stand in the place and stead of such Inventory, and that from and after the date of delivery of a Monitor's Inventory Certificate all Claims and Encumbrances in relation to the Inventory shall attach to the Net Inventory Sale Proceeds from

the sale of the Inventory with the same priority as they had with respect to the Inventory immediately prior to the completion of their sale to Chrysler, as if the Inventory had not been sold or delivered to Chrysler and remained in the possession or control of the person having that possession or control immediately prior to the sale.

#### **BULK SALES ACT EXEMPTION**

11. **THIS COURT ORDERS AND DECLARES** that the sale of the Assets to the Purchaser pursuant the Purchase Agreement and the sale of the Inventory to Chrysler shall be exempt from the application of the *Bulk Sales Act* (Ontario).

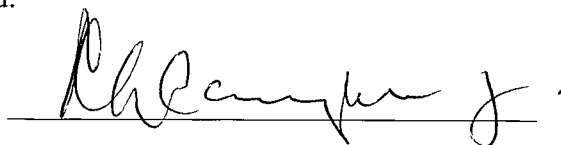
#### **OTHER**

12. **THIS COURT ORDERS AND DECLARES** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the CCAA Parties and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the CCAA Parties:
  - (i) the Purchase Agreement and the sale of any of the Assets to the Purchaser, and the sale of any Inventory to Chrysler; and
  - (ii) the vesting of title in and to the Assets in the Purchaser and the Inventory in Chrysler pursuant to this Order; and
  - (iii) the provisions of this Order;

shall be binding on any trustee in bankruptcy that may be appointed in respect of the CCAA Parties and shall not be void or voidable by creditors of the CCAA Parties, nor shall they constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall any of the foregoing constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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



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

MAY 21 2009

PER / PAR:



**Schedule "A" –Monitor's Certificate**

**Court File No. 09-CL-7960**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**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

**MONITOR'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (the "**Court**") dated January 21, 2009, RSM Richter Inc. was appointed as the monitor (the "**Monitor**") of NMC Canada Inc. and 2515080 Nova Scotia Company.

B. Pursuant to an Order of the Court dated May 21, 2009, the Court approved an agreement of purchase and sale (the "**Purchase Agreement**") between SKD Company (the "**Debtor**"), by its general partners, NMC Canada Inc. and 2515080 Nova Scotia Company, and Martinrea Fabco Metallic Canada Inc. (the "**Purchaser**"), for the purchase by the Purchaser of certain assets of the Debtor (the "**Assets**").

C. Pursuant to the Purchase Agreement, the vesting in the Purchaser of the right, title and interest in and to the Assets pursuant to the Purchase Agreement is to be effective with respect to the Assets only upon the delivery by the Monitor to the Purchaser of a certificate which certificate confirms (i) the delivery to the Monitor of the Purchase Price (as defined in the Purchase Agreement) in accordance with the Purchase Agreement; (ii) that each of the



conditions to Closing as set out in Section 4 of the Purchase Agreement have been satisfied or waived by the Debtor and/or the Purchaser, as applicable; and (iii) the Monitor is satisfied that the transaction relating to the Assets has otherwise been completed in accordance with the Purchase Agreement.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

**THE MONITOR HEREBY CERTIFIES** the following:

1. The Assets are as described in Schedule "A" attached to this Certificate.
2. The Purchaser has paid, and the Monitor has received payment of, the Purchase Price for the Assets;
3. The conditions to the Closing as set out in Section 4 of the Purchase Agreement have been satisfied or waived by the Debtor and/or the Purchaser, as applicable; and
4. The Monitor is satisfied that the transaction relating to the Assets has been completed in accordance with the Purchase Agreement.

**[NTD: Where the Assets are Equipment, insert "The Monitor has received a Removal Certificate confirming that the Equipment described in Schedule "A" has been removed from the Premises (as defined in the Purchase Agreement).]**

Dated at Toronto this        day of        , 2009.

**RSM Richter Inc., in its capacity as the court-appointed Monitor of SKD Company, NMC Canada Inc. and 2515080 Nova Scotia Company and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
Name:  
Title:

## Schedule "B" –Monitor's Inventory Certificate

Court File No. 09-CL-7960

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

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Applicants

## MONITOR'S INVENTORY CERTIFICATE

## RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (the "**Court**") dated January 21, 2009, RSM Richter Inc. was appointed as the monitor (the "**Monitor**") of NMC Canada Inc. and 2515080 Nova Scotia Company.
- B. Pursuant to the Initial Order, SKD Company ("**SKD**") was authorized to enter into the accommodation agreement dated January 21, 2009, as amended (the "**Accommodation Agreement**") between SKD, Comerica Bank and the Customers, including Chrysler LLC, Chrysler Motors LLC and Chrysler Canada Inc. (collectively, "**Chrysler**").
- C. The Accommodation Agreement contemplates the purchase by Chrysler of certain Inventory upon its receipt of a resourcing notice by SKD.
- D. In conjunction with a resourcing notice delivered by SKD Company to Chrysler on May 11, 2009, Chrysler is purchasing certain Inventory, being finished Component Parts (each as defined in the Accommodation Agreement) from SKD Company, in accordance with the Accommodation Agreement, as amended.

E. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Accommodation Agreement, as amended.

**THE MONITOR HEREBY CERTIFIES** the following:

1. The Inventory that is being purchased as verified by this Certificate is described in Schedule “A” attached to this Certificate (the “**Purchased Inventory**”).
2. Chrysler has paid, and the Monitor has received payment of, the purchase price, plus applicable taxes, for the Purchased Inventory.
3. The Monitor is satisfied that the transaction relating to the Purchased Inventory has been completed.

Dated at Toronto this        day of        , 2009.

**RSM Richter Inc., in its capacity as the court-appointed Monitor of SKD Company, NMC Canada Inc. and 2515080 Nova Scotia Company and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
Name:  
Title:

IN THE MATTER OF THE COMPANIES' CREDITORS  
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
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Applicants

Court File No. 09-CL- 7960

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**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

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**ORDER**

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