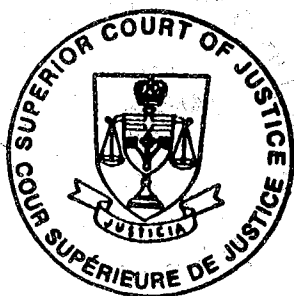


**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

JUSTICE CAMPBELL

) THURSDAY, THE 11TH DAY
) OF JUNE, 2009
)



**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 RSM Richter Inc., in its capacity as monitor (the "**Monitor**") of SKD Company, including its general partners NMC Canada Inc. and 2515080 Nova Scotia Company (collectively, the "**Debtor**"), appointed pursuant to the Order of this Court dated January 21, 2009, as amended and extended from time to time (the "**Initial Order**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Initial Order and the tenth report of RSM Richter Inc., in its capacity Monitor dated June 8, 2009 (the "**Tenth Report**"), and on hearing submissions from counsel for the Debtor, counsel for the Monitor, counsel for RSM Richter Inc., as receiver of the Debtor (in such capacity, the "**Receiver**"), as well as counsel for Maynard's Industries Ltd., Comerica

Bank, Chrysler LLC, Chrysler Motors LLC and Chrysler Canada Inc., 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 and Ford Motor Company, 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.

APPROVAL OF SALE TRANSACTION

2. **THIS COURT ORDERS** that the Asset Purchase and Liquidation Services Agreement between the Receiver and Maynard's Industries Ltd. (the "**Liquidator**") substantially in the form of the agreement attached as Appendix "A" to the Tenth Report be and is hereby approved (the "**Asset Purchase and Liquidation Services Agreement**") and that all transactions contemplated under the Asset Purchase and Liquidation Services Agreement are hereby approved.
3. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized and empowered to enter into the Asset Purchase and Liquidation Services Agreement.
4. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized and directed to complete the transaction contemplated by the Asset Purchase and Liquidation Services Agreement (the "**Transaction**"), 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 Receiver is hereby authorized to enter into such amendments to and modifications of the Asset Purchase and Liquidation Services Agreement as it may consider necessary and appropriate and any reference in this matter to the Asset Purchase and Liquidation Services Agreement shall be deemed to be a reference to the Asset Purchase and Liquidation Services Agreement, as amended.
6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to carry out the activities and functions of the Receiver as set out in the Asset Purchase and Liquidation Services Agreement in accordance with the terms of the Asset Purchase and Liquidation Services Agreement.
7. **THIS COURT ORDERS** and declares that the Purchase Price (as defined in the Asset Purchase and Liquidation Services Agreement) and the division of sale proceeds between the Receiver and the Liquidator received from the sale of the Assets (as defined in the Asset Purchase and Liquidation Services Agreement) as set out in the Asset Purchase and Liquidation Services Agreement is fair and commercially reasonable and was arrived at in a commercially reasonable manner.
8. **THIS COURT ORDERS** that the Liquidator shall, in accordance with, and subject to, the terms and provisions of the Asset Purchase and Liquidation Services Agreement, attempt to auction each asset that comprises the Assets.
9. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the delivery to the Liquidator of a certificate or certificates substantially in the form attached

as Schedule "A" to this Order (each a "**Receiver's Certificate**"), all right, title and interest in and to the Assets described in a schedule attached to such Receiver's Certificate shall vest absolutely in the Liquidator (the "**Purchased Assets**") 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; and (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 all security interests, options and rights of any of the Customers pursuant to the accommodation agreement between SKD Company and Chrysler LLC, Chrysler Motors LLC and Chrysler Canada Inc., Honda of America Mfg., Inc., Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC and Ford Motor Company (collectively, the "**Customers**") and Comerica Bank dated January 21, 2009, as amended (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 respective Assets are hereby expunged and discharged as against the respective Assets.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the Net Sale Proceeds (as defined in the Asset Purchase and Liquidation Services Agreement) of the Assets shall stand in the place and stead of such Assets, and that from and after the date of delivery of the Receiver's Certificate, all Claims and Encumbrances in relation to the Assets shall attach to the Net Sale Proceeds 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 Liquidator and remained in the possession or control of the person having that possession or control immediately prior to the sale.
11. **THIS COURT ORDERS AND DIRECTS** the Receiver to file Receiver's Certificates with this Honourable Court after completion of the Transaction as contemplated in the Asset Purchase and Liquidation Services Agreement.
12. **THIS COURT ORDERS AND DECLARES** that the sale of the Assets to the Liquidator pursuant to the Asset Purchase and Liquidation Services Agreement shall be exempt from the application of the *Bulk Sales Act* (Ontario).
13. **THIS COURT ORDERS** that the Receiver and the Liquidator are relieved from compliance with the provisions of any law relating to notice, statutory or otherwise, which a creditor or other party is required to issue in order to dispose of the collateral of a debtor in connection with the Transaction contemplated in the Asset Purchase and Liquidation Services Agreement.
14. **THIS COURT ORDERS** that the allocation of the Purchase Price set out in Schedule "A" of the Asset Purchase and Liquidation Services Agreement shall be treated as

confidential, sealed and shall not form part of the public record without further Order of the Court.

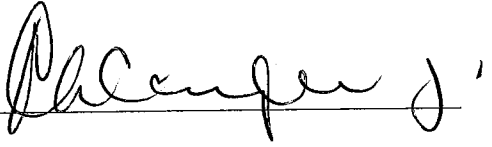
OTHER

15. **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 the Debtor, or any of them, and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor, or any of them:
 - (i) the Asset Purchase and Liquidation Services Agreement or the Transaction;
 - (ii) the vesting of title in and to any of the Assets in the Liquidator 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 Debtor and shall not be void or voidable by creditors of the Debtor, 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.



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JUN 11 2009

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**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
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Applicants

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (the "**Court**") dated June 11, 2009, RSM Richter Inc. was appointed the receiver (the "**Receiver**") of the assets of SKD Company, including its general partners, 2515080 Nova Scotia Company and NMC Canada Inc. (collectively, the "**Debtor**").

B. Pursuant to an Order of the Court dated June 11, 2009, the Court approved an asset purchase and liquidation services agreement (the "**Asset Purchase and Liquidation Services Agreement**") between the Receiver and Maynard's Industries Ltd. (the "**Liquidator**"), for the purchase by the Liquidator of certain assets of the Debtor.

C. Pursuant to the Asset Purchase and Liquidation Services Agreement, the vesting in the Liquidator of the right, title and interest in and to the Assets is to be effective with respect to the Assets only upon the filing by the Receiver with this Honourable Court of a receiver's certificate or certificates which attach a schedule that describes the particular assets that have been purchased in accordance with the Asset Purchase and Liquidation Services Agreement (such assets, the "**Purchased Assets**"), which certificate confirms (i) the payment by the Liquidator of the Purchase Price for the Purchased Assets, by delivery to the Receiver of said Purchase Price to be held by the Receiver in accordance with the Asset Purchase and Liquidation Services Agreement; (ii) that each of the conditions to the closing of the Transaction as set out in Articles

8, 9 and 10 have been satisfied or waived by the Receiver and/or the Liquidator, as applicable; and (iii) the Receiver is satisfied that the Transaction has otherwise been completed in accordance with the Asset Purchase and Liquidation Services Agreement.

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

THE RECEIVER HEREBY CERTIFIES the following:

1. The Purchased Assets are as described in Schedule "A" attached to this Certificate.
2. The Liquidator has paid, and the Receiver has received, the Purchase Price for the Purchased Assets;
3. The conditions to the closing of the Transaction as set out in Articles 8, 9 and 10 of the Asset Purchase and Liquidation Services Agreement have been satisfied or waived by the Receiver and/or the Liquidator, as applicable; and
4. The Receiver is satisfied that the Transaction relating to the Purchased Assets has been completed in accordance with the Asset Purchase and Liquidation Services Agreement.

Dated at Toronto this day of June, 2009.

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

Per: _____
Name:
Title:

SCHEDULE "A"

Purchased Assets

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

Court File No.: 09-CL-7960

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

ORDER

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Counsel to RSM Richter Inc., in its capacity as
Monitor