

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) THURSDAY, THE 11TH
MR. JUSTICE CAMPBELL) 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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Orlando Corporation and Orion Properties Ltd. (collectively, the "Landlord") for an order approving the proposed settlement (the "**Settlement**") contemplated as set out in an agreement to be executed by RSM Richter Inc., in its capacity as receiver (the "**Receiver**") of SKD Company, including its general partners, NMC Canada Inc. and 2515080 Nova Scotia Company (collectively, the "Debtor") and the Landlord, dated as of June 11, 2009 (the "**Settlement Agreement**") with respect to, *inter alia*, the vesting of the assets listed on Schedule "A" attached hereto in the Landlord (the "**Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Landlord's Motion Record and on hearing the submissions of counsel for the Receiver and the Landlord, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Maureen McLaren sworn June 11, 2009, filed:

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS AND DECLARES that the Settlement Agreement and the terms and conditions thereof be and are hereby approved.

3. THIS COURT ORDERS that the Receiver is hereby authorized and directed to execute the Settlement Agreement and the release contemplated therein and to take such additional steps and to execute such additional documents and further assurances as may be necessary or desirable for the completion of the Settlement and for the conveyance of the Assets to the Landlord as hereby approved.

4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Landlord substantially in the form attached as Schedule "B" hereto (the "**Receiver's Certificate**"), all right, title, and interest to the Assets shall irrevocably vest absolutely in the Landlord, 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 (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

(i) any encumbrances or charges created by the Order of the Honourable Justice Campbell dated January 21, 2009 or created by the Order of the Honourable Justice Campbell dated June 11, 2009;

(ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Bank Act* (Canada) or any other personal property registry system; and

(iii) all of the encumbrances affecting or relating to the Assets,

and such Claims are hereby expunged and discharged as against the Assets.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate upon the satisfaction or waiver of the conditions as set out in sections 2

and 3 of the Settlement Agreement and upon the Receiver being satisfied that the Settlement has been otherwise completed.

6. THIS COURT ORDERS 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 and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Assets in the Landlord pursuant to 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 it 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 it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

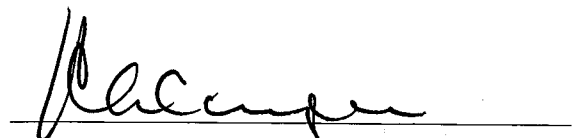
7. THIS COURT ORDERS AND DECLARES that the Settlement is exempt from the application of the *Bulk Sales Act* (Ontario).

8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

ENTERED AT THE COURT OF THE CITY OF TORONTO.
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 11 2009

PER / PAR:



SCHEDULE "A"

ASSETS

Any and all assets of the Debtor located at the premises located at 6495 Tomken Road, Mississauga, Ontario on May 6, 2009.

Without limiting the generality of the foregoing, the Assets include the following:

- (i). All Office furniture
- (ii). Gas generator
- (iii). Main transformers and substation
- (iv). Main switchgear and distribution panels
- (v). All power cabling and cable trays
- (vi). All bus ducts, bus-ways, plugs and wiring
- (vii). All dust collectors and ducts
- (viii). All water chillers and water lines
- (ix). All air compressors, dryers and associated air lines
- (x). All portable offices
- (xi). All welding robots and misc. equipment
- (xii). Metal racking
- (xiii). Battery washing station
- (xiv). CMM table
- (xv). Misc millwork, sinks, fume hoods
- (xvi). Air curtains at new loading docks
- (xvii). All security devices and wiring
- (xviii). All data wiring and devices
- (xix). Misc cleaning equipment
- (xx). Misc steel and protective guards

SCHEDULE "B" – Receiver's Certificate

Court File No. 09-CL-7960

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RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice Campbell of the Ontario Superior Court of Justice (the "**Court**") dated June 11, 2009, RSM Richter Inc., was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of SKD Company, including its general partners NMC Canada, Inc. and 2515080 Nova Scotia Company (the "**Debtor**").
- B. Pursuant to an Order of the Court dated June 11, 2009 (the "**Approval and Vesting Order**"), the Court approved the settlement agreement made as of June 11, 2009 (the "**Settlement Agreement**") between the Receiver and Orlando Corporation and Orion Properties Ltd. (collectively the "**Landlord**") and provided for the vesting in the Landlord of all right, title and interest in and to the Assets (as defined in the Approval and Vesting Order), which vesting is to be effective with respect to the Assets upon the delivery by the Receiver to the Landlord of a certificate confirming that (i) the conditions to the Settlement as set out in sections 2 and 3 of the Settlement Agreement have been satisfied or waived by the Receiver and the Landlord and (iii) the Settlement has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Settlement Agreement.

THE RECEIVER CERTIFIES the following:

1. The conditions to the completion of the Settlement as set out in sections [3] and [4] of the Settlement Agreement have been satisfied or waived by the Receiver and the Landlord; and
2. The Settlement has been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at ___ [TIME] on ___ [DATE].

RSM Richter Inc., in its capacity as Receiver of the undertaking, property and assets of SKD Company, a general partnership with general partners NMC Canada, Inc. and 2515080 Nova Scotia Company, and not in its personal capacity

Per: _____

Name:

Title:

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Court File No: 09-CL-7960

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Proceeding commenced at TORONTO

APPROVAL AND VESTING ORDER

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