

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

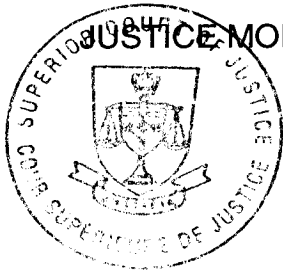
THE HONOURABLE MR.

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FRIDAY, THE 19TH DAY

JUSTICE MORAWETZ

OF OCTOBER, 2007



NATIONAL BANK OF CANADA

Applicant

– and –

BRUIN ENGINEERED PARTS INC.

Respondent

ORDER

THIS APPLICATION made by National Bank of Canada ("**National Bank**") for an Order appointing Grant Thornton Limited as interim receiver and receiver, without security, pursuant to section 101 of the *Courts of Justice Act*, of the property, assets and undertaking of Bruin Engineered Parts Inc. ("**Bruin**") authorizing and directing the Interim Receiver (as defined in paragraph 2 below) to execute an asset purchase agreement (the "**Purchase Agreement**") between Corporate Assets Inc., as purchaser (the "**Purchaser**"), and the Interim Receiver, as vendor, in substantially the same form as that attached as Appendix "S1" to the First Report of Grant Thornton Limited dated October 16, 2007 (the "**Report**") and complete the transactions contemplated thereby was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Report and the appendices thereto, the affidavit of Elizabeth F. Pineda sworn October 19, 2007, the consent of Grant Thornton Limited to act as interim receiver and upon hearing the submissions of counsel for National Bank and Grant Thornton Limited, no other parties attending,

SERVICE

1. **THIS COURT ORDERS** that service of the Notice of Application and the Application Record is hereby dispensed with so that this Application is properly returnable today.

APPOINTMENT

2. **THIS COURT ORDERS** that Grant Thornton Limited is hereby appointed receiver (hereinafter referred to in such capacity as the "**Interim Receiver**"), without security, of all Bruin's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**").

INTERIM RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
 - (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the

engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of Bruin, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of Bruin;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of Bruin or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to Bruin and to exercise all remedies of Bruin in collecting such monies, including, without limitation, to enforce any security held by Bruin;
- (g) to settle, extend or compromise any indebtedness owing to Bruin;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of Bruin, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of Bruin;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to Bruin, the Property or the Interim Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* and subsection 31(1) of the Ontario *Mortgages Act* shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of Bruin;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of Bruin, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by Bruin;
- (r) to exercise any shareholder, partnership, joint venture or other rights which Bruin may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including Bruin, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. **THIS COURT ORDERS** that: (i) Bruin, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of Bruin, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to

solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

Approval of Purchase Agreement

7. **THIS COURT ORDERS** that the Interim Receiver be and it is hereby authorized and empowered to sell, transfer, assign and otherwise convey to the Purchaser all of the right, title and interest of Bruin in and to the Purchased Assets, as defined in the Purchase Agreement (the "**Purchased Assets**") on the terms set out therein.
8. **THIS COURT ORDERS** that the Interim Receiver be and it is hereby authorized and directed to enter into, execute and deliver the Purchase Agreement to the Purchaser.

9. **THIS COURT ORDERS** that the Purchase Agreement, including all schedules appended thereto, and all other arrangements and transactions contemplated and described therein (the “**Transactions**”) be and the same are hereby approved and the Interim Receiver is hereby authorized, empowered and directed to implement and complete the Transactions in accordance with the terms and conditions of the Purchase Agreement, all without giving notice under any personal property security legislation in effect in any jurisdiction in which any of the Purchased Assets are situate, including, without limiting the generality of the foregoing, the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended.

10. **THIS COURT ORDERS** that in completing the Transactions subject to the terms and conditions of the Purchase Agreement, the Interim Receiver be and it is hereby authorized and directed:
 - (a) to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the Transactions as the Interim Receiver, in its discretion, may deem to be reasonably necessary or advisable to conclude the Transactions and all such documents are hereby ratified, approved and confirmed; and
 - (b) to take such steps as are in the opinion of the Interim Receiver necessary or incidental to the performance of its obligations pursuant to the Purchase Agreement or in furtherance of this Order.

11. **THIS COURT ORDERS** that the Transactions are in compliance with all applicable bulk sales legislation in any jurisdiction in which the Purchased Assets are situate, and the sale of the Purchased Assets by the Interim Receiver to the Purchaser is in all respects a judicial sale for the purposes of such bulk sales legislation, including without limiting the generality of the foregoing, a sale by a receiver within the meaning of Section 2 of the *Bulk Sales Act*, R.S.O. 1990, c.

B.14, as amended. The sale is exempt from the provisions of the *Bulk Sales Act*, except s. 7.

12. **THIS COURT ORDERS AND DECLARES** that the terms of the Purchase Agreement, including the Purchase Price (as defined in the Purchase Agreement) are, with respect to the personal property, fair and commercially reasonable, having been arrived at in a commercially reasonable manner; and that notwithstanding:

- (a) the pendency of these proceedings;
- (b) the deemed bankruptcy of Bruin pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3; and
- (c) the provisions of any federal or provincial statute,

the Purchase Agreement and the Transactions shall be binding the trustee in bankruptcy of Bruin and shall not be void or voidable by creditors and claimants of Bruin, nor shall they constitute nor be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy & Insolvency Act* or any other applicable federal or provincial legislation, nor do they constitute conduct meriting an oppression remedy.

13. **THIS COURT ORDERS** that the Interim Receiver be and it is hereby authorized to seek such further advice and direction or other orders from this Court as it may deem necessary to complete the Transactions.

14. **THIS COURT ORDERS** that vesting orders, in the form attached hereto as **Schedule "B"** and **Schedule "C"**, shall be issued by this Court on the date hereof and such orders shall become effective upon the delivery to the Purchaser

of an Interim Receiver's Certificate confirming that the sale of the Purchased Assets has been completed to the satisfaction of the Interim Receiver (a copy of which Interim Receiver's Certificate shall be filed with this court within five days of such delivery), and upon the delivery to the Purchaser of such Interim Receiver's Certificate, the Purchased Assets shall vest in the Purchaser free and clear of claims of the creditors of Bruin (including the lien provided for in paragraph 29 of this Order). Any and all claims of or by the creditors of Bruin in or to the Purchased Assets shall vest in place and instead thereof in and to the proceeds of sale of such Purchased Assets, subject to the prior payment in full of those charges created by the Order herein, dated October 19, 2007, appointing the Interim Receiver in these proceedings for the fees and disbursements of Grant Thornton Limited and the lien, if any, provided for in paragraph 29 of this Order, all in the priority ascribed to them in these proceedings.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

15. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST BRUIN OR THE PROPERTY

16. **THIS COURT ORDERS** that that no Proceeding against or in respect of Bruin or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of Bruin or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

17. **THIS COURT ORDERS** that all rights and remedies against Bruin, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Interim Receiver or Bruin to carry on any business which Bruin is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or Bruin from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE INTERIM RECEIVER

18. **THIS COURT ORDERS AND DECLARES** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Bruin, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SERVICES

19. **THIS COURT ORDERS** that all Persons having oral or written agreements with Bruin or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to Bruin are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of Bruin's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or

services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of Bruin or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

20. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Interim Receiver (the "**Post Interim Receivership Accounts**") and the monies standing to the credit of such Post Interim Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

21. **THIS COURT ORDERS** that all employees of Bruin shall be considered the employees of Bruin until such time as the Interim Receiver, on Bruin's behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

22. **THIS COURT ORDERS** that that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Interim Receiver shall disclose personal information of current employees only to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**") and for the sole purpose of assisting or facilitating the prospective purchaser's or bidder's negotiations or discussions with said employees in respect of future employment with the prospective purchaser or bidder. Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Interim Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by Bruin, and shall return all other personal information to the Interim Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

23. **THIS COURT ORDERS** that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational*

Health and Safety Act and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

24. **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

25. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Interim Receiver, including the fees of the Interim Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Interim Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "**Interim Receiver's Charge**").
26. **THIS COURT ORDERS** that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

27. **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

28. **THIS COURT ORDERS** that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge.
29. **THIS COURT ORDERS** that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
30. **THIS COURT ORDERS** that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the

"Interim Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

31. **THIS COURT ORDERS** that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

GENERAL

32. **THIS COURT ORDERS AND DECLARES** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
33. **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 Interim 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 Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
34. **THIS COURT ORDERS** that that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
35. **THIS COURT ORDERS** that the applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of

the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from Bruin's estate with such priority and at such time as this Court may determine.

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided that nothing in this section operates to extend any applicable appeal period.



May Nikolaidis
Registrar, Superior Court of Justice

REGISTERED OFFICE: TORONTO
SUPERIOR COURT OF JUSTICE
REGISTERED OFFICE: TORONTO

OCT 22 2007

PER/PAR



SCHEDULE "A"

Court File No. 07-CL-7219

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

NATIONAL BANK OF CANADA

Applicant

– and –

BRUIN ENGINEERED PARTS INC.

Respondent

INTERIM RECEIVER'S CERTIFICATE

WHEREAS, pursuant to the Order of the Honourable ● of the Ontario Superior Court of Justice, Commercial List, made this ● day of October, 2007, Grant Thornton Limited was appointed the interim receiver (the "**Interim Receiver**") of the property, assets and undertaking (the "**Property**") of Bruin Engineered Parts Inc. ("**Bruin**"), including all of the proceeds realized from the Property.

AND WHEREAS the Interim Receiver entered into an asset purchase agreement dated as of the 15th day of October, 2007 (the "**Purchase Agreement**") with Corporate Assets (the "**Purchaser**") in respect of the purchased assets as defined in the Purchase Agreement (the "**Purchased Assets**").

AND WHEREAS, pursuant to the order herein of the Honourable ● dated October, 2007, this court approved the Purchase Agreement and issued Vesting Orders of the same date, which Vesting Orders are to be effective with respect to the

Purchased Assets upon the filing of an interim receiver's certificate confirming the payment by the Purchaser to the Interim Receiver of the purchase price, all the conditions to closing of the Purchase Agreement having been satisfied or waived;

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. The Purchaser has paid and the undersigned has received the full purchase price payable pursuant to the Purchase Agreement for the Purchased Assets or has directed that all or a portion of the full purchase price payable pursuant to the Purchase Agreement for the Purchased Assets be paid to ●; and
2. All the conditions to closing of the Purchase Agreement have been satisfied or waived.

MADE at Toronto, this day of , 2007.

GRANT THORNTON LIMITED
in its capacity as the Interim Receiver of
the assets of Bruin Engineered Parts Inc.
and not in its personal or corporate capacity.

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. 01

AMOUNT \$ ●

1. THIS IS TO CERTIFY that Grant Thornton Limited, the interim receiver, (the "**Interim Receiver**") of the assets of Bruin Engineered Parts Inc. appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ● day of October, 2007 (the "**Order**") made in an action having Court file number 07-CL-7219, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ ●, being the total principal sum of \$ ● which the Interim Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2007.

Grant Thornton Limited

solely in its capacity as Interim Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

Court File No. 07-CL-7219

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) FRIDAY, THE 19TH
JUSTICE MORAWETZ) DAY OF OCTOBER, 2007

NATIONAL BANK OF CANADA

Applicant

– and –

BRUIN ENGINEERED PARTS INC.

Respondent

VESTING ORDER
(Personal Property)

THIS MOTION, made by Grant Thornton Limited in its capacity as court-appointed receiver (the "**Interim Receiver**") of the property, assets and undertaking of Bruin Engineered Parts Inc. ("**Bruin**"), pursuant to the Order of this Court dated October 19, 2007 (the "**Appointment Order**") seeking a vesting order in respect of such property, assets and undertaking more particularly described in the form of the agreement to purchase assets dated as of the 15th day of October, 2007 (the "**Purchase Agreement**") between the Interim Receiver as vendor and Corporate Assets Inc. as purchaser ("**Purchaser**"), a true copy of which is appended as Appendix "S1" to the Report of Grant Thornton Limited dated October 16, 2007 (the "**Report**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the notice of application herein, the Report, the affidavit of Elizabeth F. Pineda sworn October 19, 2007 and on hearing submissions of counsel for National Bank and the Interim Receiver, no one else appearing,

Service

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record, herein, be and it is hereby abridged, if necessary, and that the service, including the manner of service of the application materials, be and it is hereby approved and validated, that this Application is properly returnable today and that all parties entitled to notice were validly served and that the notice provided in respect of this Application was adequate for all purposes whatsoever and that the Application is properly returnable before this Court and that further service thereof upon any interested party other than those served is hereby dispensed with.

Sale and Vesting of the Assets

2. **THIS COURT ORDERS** that upon the purchase price having been paid and all conditions to closing in the Purchase Agreement having been satisfied or waived, the Interim Receiver shall deliver to the Purchaser a certificate, substantially in the form of the draft Interim Receiver's Certificate appended as **Schedule "1"** hereto, confirming the same (the "**Interim Receiver's Certificate**") and the Interim Receiver shall file a copy of the Interim Receiver's Certificate with this Court forthwith after such delivery.
3. **THIS COURT ORDERS** that upon the delivery of the Interim Receiver's Certificate to the Purchaser pursuant to paragraph 2 hereof, all right, title and interest of Bruin in and to the Property (as defined in the Purchase Agreement) shall vest and are hereby vested in the Purchaser absolutely and forever:

- (a) free and clear of and from any and all estate, title, right, benefit, mortgages, charges, liens, interest and claims of National Bank, Bruin and the Interim Receiver; and
 - (b) free and clear of and from any and all right, title, interest, security interests, mortgages, charges, hypothecs, indentures, loan agreements, instruments, leases, estates, licenses, pledges, trusts or deemed trusts (whether contractual, statutory or otherwise), liens (whether contractual, statutory or otherwise), benefits, assignments, rights of distress, executions, options, adverse claims, levies, set-off claims (whether legal, equitable, or contractual), judgments, executions, agreements (including title retention agreements), taxes, claims, charges, encumbrances or any other rights, rights of use, claims, disputes and debts of all persons or entities of any kind whatsoever and howsoever arising, whether contractual, statutory, by operation of law, legal or equitable, whether secured, unsecured or otherwise, and whether created by any orders made in these proceedings ("**Encumbrances**").
4. **THIS COURT ORDERS** that the proceeds of sale from the Purchase Agreement ("**Sale Proceeds**") shall stand in the place and stead of the Purchased Assets and shall stand charged with all Encumbrances as existed in respect of the Purchased Assets which were released, discharged or otherwise displaced by the vesting of the Purchased Assets in the Purchaser pursuant to the provisions of paragraph 3 of this Order, and such Encumbrances charged upon the Sale Proceeds shall enjoy the same priorities as each such encumbrance had in respect of the Purchased Assets as of the date hereof, as if the sale of the Purchased Assets had not occurred, but subject to the charge of the Interim Receiver pursuant to the Appointment Order.
5. **THIS COURT ORDERS** that the Interim Receiver shall hold the Sale Proceeds received by the Interim Receiver from the sale of the Purchased Assets in a

separate interest bearing bank account under the supervision of the Interim Receiver and that the Sale Proceeds, and all interest occurring thereon, shall not be distributed save and except pursuant to the terms of an order or orders which may be made subsequently by this Honourable Court for the distribution of the same in these proceedings.

Schedule "1"

Court File No. 07-CL-7219

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

NATIONAL BANK OF CANADA

Applicant

– and –

BRUIN ENGINEERED PARTS INC.

Respondent

INTERIM RECEIVER'S CERTIFICATE

WHEREAS, pursuant to the Order of the Honourable ● of the Ontario Superior Court of Justice, Commercial List, made this ● day of October, 2007, Grant Thornton Limited was appointed the interim receiver (the "**Interim Receiver**") of the property, assets and undertaking (the "**Property**") of Bruin Engineered Parts Inc. ("**Bruin**"), including all of the proceeds realized from the Property.

AND WHEREAS the Interim Receiver entered into an asset purchase agreement dated as of the 15th day of October, 2007 (the "**Purchase Agreement**") with Corporate Assets (the "**Purchaser**") in respect of the purchased assets as defined in the Purchase Agreement (the "**Purchased Assets**").

AND WHEREAS, pursuant to the order herein of the Honourable ● dated October, 2007, this court approved the Purchase Agreement and issued Vesting Orders of the same date, which Vesting Orders are to be effective with respect to the

Purchased Assets upon the filing of an interim receiver's certificate confirming the payment by the Purchaser to the Interim Receiver of the purchase price, all the conditions to closing of the Purchase Agreement having been satisfied or waived;

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. The Purchaser has paid and the undersigned has received the full purchase price payable pursuant to the Purchase Agreement for the Purchased Assets or has directed that all or a portion of the full purchase price payable pursuant to the Purchase Agreement for the Purchased Assets be paid to ●; and
2. All the conditions to closing of the Purchase Agreement have been satisfied or waived.

MADE at Toronto, this day of , 2007.

GRANT THORNTON LIMITED
in its capacity as the Interim Receiver of
the assets of Bruin Engineered Parts Inc.
and not in its personal or corporate capacity.

SCHEDULE "C"

Court File No. 07-CL-7219

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)
JUSTICE MORAWETZ) FRIDAY, THE 19TH
DAY OF OCTOBER, 2007

NATIONAL BANK OF CANADA

Applicant

– and –

BRUIN ENGINEERED PARTS INC.

Respondent

**VESTING ORDER
(Real Property)**

THIS MOTION, made by Grant Thornton Limited in its capacity as court-appointed receiver (the "**Interim Receiver**") of the property, assets and undertaking of Bruin Engineered Parts Inc. ("**Bruin**"), pursuant to the Order of this Court dated October 19, 2007 (the "**Appointment Order**") seeking a vesting order in respect of such property, assets and undertaking more particularly described in the form of the agreement to purchase assets dated as of the 15th day of October, 2007 (the "**Purchase Agreement**") between the Interim Receiver as vendor and Corporate Assets Inc. as purchaser ("**Purchaser**"), a true copy of which is appended as Appendix "S1" to the Report of Grant Thornton Limited dated October 16, 2007 (the "**Report**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the notice of application herein, the Report, the affidavit of Elizabeth F. Pineda sworn October 19, 2007 and on hearing submissions of counsel for National Bank and the Interim Receiver, no one else appearing,
Service

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record, herein, be and it is hereby abridged, if necessary, and that the service, including the manner of service of the application materials, be and it is hereby approved and validated, that this Application is properly returnable today and that all parties entitled to notice were validly served and that the notice provided in respect of this Application was adequate for all purposes whatsoever and that the Application is properly returnable before this Court and that further service thereof upon any interested party other than those served is hereby dispensed with.

Sale and Vesting of the Assets

2. **THIS COURT ORDERS** that upon the purchase price having been paid and all conditions to closing in the Purchase Agreement having been satisfied or waived, the Interim Receiver shall deliver to the Purchaser a certificate, substantially in the form of the draft Interim Receiver's Certificate appended as **Schedule "1"** hereto, confirming the same (the "**Interim Receiver's Certificate**") and the Interim Receiver shall file a copy of the Interim Receiver's Certificate with this Court forthwith after such delivery.
3. **THIS COURT ORDERS** that upon the delivery of the Interim Receiver's Certificate to the Purchaser pursuant to paragraph 2 hereof, all right, title and interest of Bruin in and to the Real Property (as defined below) shall vest and is hereby vested in Bedford Acquisition Corp. absolutely and forever:

- (a) free and clear of and from any and all estate, title, right, benefit, mortgages, charges, liens, interest and claims of National Bank, Bruin and the Interim Receiver; and

- (b) free and clear of and from any and all right, title, interest, security interests, mortgages, charges, hypothecs, indentures, loan agreements, instruments, leases, estates, licenses, pledges, trusts or deemed trusts (whether contractual, statutory or otherwise), liens (whether contractual, statutory or otherwise), benefits, assignments, rights of distress, executions, options, adverse claims, levies, set-off claims (whether legal, equitable, or contractual), judgments, executions, agreements (including title retention agreements), taxes, claims, charges, encumbrances or any other rights, rights of use, claims, disputes and debts of all persons or entities of any kind whatsoever and howsoever arising, whether contractual, statutory, by operation of law, legal or equitable, whether secured, unsecured or otherwise, and whether created by any orders made in these proceedings ("**Encumbrances**"), but subject to the Encumbrances listed on **Schedule "2"** hereto (the "**Permitted Encumbrances**").

4. **THIS COURT ORDERS** that, upon being provided with a copy of the Interim Receiver's Certificate, the Land Registrar for Simcoe (No. 51) is hereby directed to:

- (a) effect registration of this Order on the register of title for the property having the following legal description:

P.I.N. 58474-0233 (LT):

Part of Lot 101, Concession 2, Formerly in the Township of Tay, Designated as Parts 1 and 3 on Plan 51R-14263; subject to RO926377; Midland

Lands municipally known as 16567 Highway 12, Midland, Ontario (the "**Real Property**"); and

- (b) effect registration of the transfer and enter on the registered title for the Real Property, Bedford Acquisition Corp. as transferee of the Real Property;
 - (c) delete, at the time of registration of this Order pursuant to sub-paragraph (a) above, from the register of title to the Real Property all instruments registered against title to the Real Property including any specific charge/mortgage of land, writs of execution, application to register court order, excluding the Permitted Encumbrances; and
 - (d) transfer to and vest in Bedford Acquisition Corp. the Real Property in fee simple, free and clear of any estate, right, title and interest or equity of redemption or other Encumbrances, but subject to the Permitted Encumbrances.
5. **THIS COURT ORDERS** that the Real Property shall cease to be subject to the Appointment Order.
6. **THIS COURT ORDERS** that the proceeds of sale from the Real Property (the "**Real Property Sale Proceeds**") shall stand in the place and stead of the Real Property and shall stand charged with all Encumbrances as existed in respect of the Real Property which were released, discharged or otherwise displaced by the vesting of the Real Property in Bedford Acquisition Corp. pursuant to the provisions of paragraph 3 of this Order, and such Encumbrances charged upon the Real Property Sale Proceeds shall enjoy the same priorities as each such encumbrance had in respect of the Real Property as of the date hereof, as if the sale of the Real Property had not occurred, but subject to the charge of the Interim Receiver pursuant to the Appointment Order.

7. **THIS COURT ORDERS** that the Interim Receiver shall hold the Real Property Sale Proceeds received by the Interim Receiver from the sale of the Real Property in a separate interest bearing bank account under the supervision of the Interim Receiver and that the Real Property Sale Proceeds, and all interest occurring thereon, shall not be distributed save and except pursuant to the terms of an order or orders which may be made subsequently by this Honourable Court for the distribution of the same in these proceedings.

Schedule "1"

Court File No. 07-CL-7219

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

NATIONAL BANK OF CANADA

Applicant

– and –

BRUIN ENGINEERED PARTS INC.

Respondent

INTERIM RECEIVER'S CERTIFICATE

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AND WHEREAS the Interim Receiver entered into an asset purchase agreement dated as of the 15th day of October, 2007 (the "**Purchase Agreement**") with Corporate Assets (the "**Purchaser**") in respect of the purchased assets as defined in the Purchase Agreement (the "**Purchased Assets**").

AND WHEREAS, pursuant to the order herein of the Honourable ● dated October, 2007, this court approved the Purchase Agreement and issued Vesting Orders of the same date, which Vesting Orders are to be effective with respect to the

Schedule "2"

PERMITTED ENCUMBRANCES

1. Instrument no. RO166873, registered on May 30, 1963, being a By-Law;
2. Instrument no. RO213545, registered on November 25, 1965, being a By-Law;
3. Instrument no. RO926377, registered on November 4, 1986, being an easement in favour of Seaway Trust Company; and
4. Instrument no. SC22728, registered on March 28, 2002, being a notice of agreement between The Corporation of the Town of Midland and Bruin Engineered Parts Inc.

NATIONAL BANK OF CANADA
Applicant

- and -

BRUIN ENGINEERED PARTS INC.

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

(PROCEEDING COMMENCED AT TORONTO)

ORDER

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