

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM) TUESDAY, THE 28th DAY
)
JUSTICE MESTREUR) OF NOVEMBER, 2006

**MAGNA CLOSURES INC., DECOMA INTERNATIONAL CORP., INTIER
AUTOMOTIVE INC. AND INTIER AUTOMOTIVE INTERIORS OF AMERICA, INC.**

Applicants

- and -

BRAHM INDUSTRIES INC. and 1318989 ONTARIO LTD.

Respondents

ORDER

THIS APPLICATION, made by the Applicants for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O 1990, c. C.43, as amended (the "CJA"), appointing Zeifman Partners Inc. as receiver and manager ("Receiver") without security, of all of the assets, undertaking and property of Brahm Industries Inc. and 1318989 Ontario Ltd. (the "Debtors") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Fred Hilker sworn November 27, 2006 and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, the Debtors, National Bank of Canada ("National Bank"), Business Development Bank of Canada ("BDC"), Wells Fargo Equipment Finance Company, Alter Moneta Corporation and AlterInvest Fund L.P., GE Canada Equipment Financing G.P. and GE Canada Leasing Services Company, ABN Amro Bank, CIT Financial Ltd. and HSBC Bank Canada, KPMG Inc., in its capacity as monitor pursuant to the Initial CCAA Order (as defined below), no one else appearing although duly served and on reading the consent of Zeifman Partners Inc. to act as the Receiver:

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA, Zeifman Partners Inc. is hereby appointed Receiver, without security, of all of the Debtors' assets, undertaking and property of every nature and kind whatsoever, and wherever situate including all proceeds thereof but excluding any cash or balances in the Debtors' bank accounts as of the date of this Order to the extent that they are subject to the security held by National Bank (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the 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 Receiver is hereby expressly empowered and authorized to do any of the following where the 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) during such period of time not extending beyond the earlier of the date of filing of the certificate referred to in paragraph 4 below and December, 31, 2006 (the "Production Period") as is necessary for the Applicants to transition the production of component parts currently produced by the

Debtors to one or more alternate suppliers, to manage, operate and carry on the business of the Debtors, 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 the Debtors; provided that, for greater certainty, the Receiver shall be under no obligation to cause the Debtors to produce component parts for any customers of the Debtors other than the Applicants unless such customers enter into arrangements with the Receiver in respect of such production as the Receiver deems necessary or desirable providing for the payment of accounts receivable for parts shipped during the Production Period subject only to ordinary course set-offs and payment of price increases for component parts not to exceed forty percent (40%);

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- (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 the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

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- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (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 the Debtors, the Property or the 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 Receiver in its discretion may deem appropriate, provided that the Receiver shall not undertake such activity without first consulting with, and obtaining the written consent of, the parties holding security over such Property;
- (l) following the termination of the Production Period, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business (save and except for Post- Receivership Property (as defined below) sold to customers of the Debtors), provided that the Receiver shall not undertake such activity without first consulting with, and obtaining the written consent of, the parties holding security over such Property, or with the approval of this Court, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (m) following the termination of the Production Period, 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 Alter Moneta Corporation, AlterInvest Fund L.P., GE Canada Equipment Financing G.P., GE Canada Leasing Services Company, ~~ABN-Amro Bank~~ ^{CEM}, CIT Financial Ltd., HSBC Bank Canada and Wells Fargo Equipment Finance Company (collectively, and together with any other equipment lessors or financiers, the "Equipment Financiers"), BDC and National Bank and such other affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the 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 Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to file an assignment in bankruptcy or consent to the making of a bankruptcy order with respect to one or both of the Debtors; and
- (t) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors,

and without interference from any other Person. Notwithstanding anything contained in this Order, the Receiver shall act in accordance with the Equipment Financier Protocol agreed upon by the Applicants and the Equipment Financiers (the "Equipment Financier Protocol").

4. THIS COURT ORDERS that, upon the termination of the Production Period, the Receiver shall file with this Honourable Court and serve on the service list a certificate stating that the Production Period has been terminated.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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 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 Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the 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 the Debtors, 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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 or in paragraph 39 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 Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. 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 Receiver for the purpose of allowing the 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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, provided that such registration is made upon reasonable notice to the Receiver.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS 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 the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, payroll services, insurance, transportation services, utility or other services to the Debtors 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' 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 Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the 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 Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any

further Order of this Court. All funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver which arise from production of component parts for customers or from transactions which occurred prior to the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property other than the Post- Receivership Property and the collection of any accounts receivable in whole or in part which came into existence prior to the date of this Order shall be deposited into one or more new accounts to be opened by the Receiver (the "Pre-Receivership Accounts") and the monies standing to the credit of such Pre-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The 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 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.

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals 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"). 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 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 the Debtors, and shall return all

other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or take control, care, ownership, charge, occupation, 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, or rule of law or equity in any jurisdiction, respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or transportation of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act*, the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act* or the *Occupational Health and Safety Act* (Ontario), and the regulations thereunder (collectively, the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not be deemed as a result of this Order or anything in pursuance of the Receiver's duties and powers under this Order, to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it in fact takes possession.

OCCUPATION OF LEASED PREMISES

17. THIS COURT ORDERS that, without limiting the generality of any of the provisions hereof, the Receiver is authorized to occupy any premises occupied by the Debtors or to which the Debtors have a right of occupation and upon which any Property is located, for the purposes of carrying out the provisions of this Order, provided that the Receiver pays to the landlord per diem rent from the date of this Order until the date the Receiver ceases to occupy the premises at a rental rate not greater than the rate(s) ordinarily payable under the applicable lease for such period of occupation. For greater certainty, the Receiver is not required to pay any arrears of rent or other amounts owing by the Debtors to the applicable landlord referable to the period prior to the date of this Order.

LIMITATION ON THE RECEIVER'S LIABILITY

18. THIS COURT ORDERS that the Receiver and its officers, directors, employees, agents and other representatives acting on behalf of the Receiver in its administration of the receivership shall incur no liability or obligation as a result of the Receiver's 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 Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS AND CHARGES

19. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel (collectively "Expenses"), shall be allowed to it in passing its accounts. In passing its accounts, the Receiver shall designate all Expenses as either (i) production expenses as described in Schedule "C" hereto ("Production Expenses") or (ii) liquidation expenses as described in Schedule "D" hereto ("Liquidation Expenses"), or partially as Production Expenses and partially as Liquidation Expenses. In the event that any affected party disputes the Receiver's designation or allocation of an Expense as a Production Expense or a Liquidation Expense, the Receiver shall seek directions from the Court on not less than seven (7) days' notice to all parties listed on the service list in these proceedings. Upon such determination, the Receiver shall make any reallocation, including any reallocation under paragraph 25 of this Order, to reflect the Court's determination.

20. THIS COURT ORDERS that the Receiver shall be entitled to the benefit of, and hereby creates in favour of the Receiver, a first fixed and specific charge in respect of Liquidation Expenses (the "Liquidation Charge") on the Property, save and except for the Post-Receivership Property. For the purposes of this Order, Post-Receivership Property means (i) the Pre-Receivership Inventory (as defined below) once used and accounted for by the Receiver in accordance with paragraph 38 of this Order and any other inventory purchased or manufactured by the Debtors from and after the date of this Order and any customer accounts receivable and rebates related thereto generated from the sale of component parts to customers from and after

the date of this Order, (ii) any tax refunds, rebates or other receipts referable to the Production Period, and (iii) any claims, causes of action or other intangible assets generated in or otherwise referable to the Production Period and any and all proceeds of the foregoing.

21. THIS COURT ORDERS that the Receiver shall be entitled to the benefit of, and hereby creates in favour of the Receiver, a first fixed and specific charge in respect of Production Expenses (the "Production Charge") on the Post-Receivership Property.

22. THIS COURT ORDERS that the Liquidation Charge and the Production Charge shall have the priority as set out in paragraph 26 herein.

23. THIS COURT ORDERS the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

24. THIS COURT ORDERS that prior to the passing of its accounts, the 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 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

25. THIS COURT ORDERS that the 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 ~~\$3,000,000~~ in the aggregate (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 Receiver by this Order, including interim expenditures. The whole of the Property including the Post-Receivership Property shall be and is hereby charged by way of fixed and specific charges (the "Receiver's Borrowings Charges") as security for the payment of the monies borrowed, together with interest and charges thereon, as follows:

- (a) Borrowings for Production Expenses: all borrowings in respect of Production Expenses shall be evidenced by a Receiver's Production Expense Borrowing Certificate (as defined below) and secured by a fixed and specific charge (the "Production Borrowings Charge") on the Post-Receivership Property only; and
- (b) Borrowings for Liquidation Expenses: all borrowings in respect of Liquidation Expenses shall be evidenced by a Receiver's Liquidation Expenses Borrowing Certificate (as defined below) and secured by a fixed and specific charge (the "Liquidation Borrowings Charge") on the Property (excluding the Post-Receivership Property);

and having the priority as set out in paragraph 26 below.

26. THIS COURT ORDERS that the Receiver's Borrowings Charges and other charges created pursuant to this Order and the Initial CCAA Order shall rank in priority to all claims, security interests and encumbrances and otherwise in the following priority as against the Property and Post-Receivership Property:

- (a) in respect of the Post-Receivership Property, first, the Production Charge, second, the Production Borrowings Charge, and third, the charges created pursuant to the Initial Order (the "Initial CCAA Order") of the Honourable Mr. Justice Lederman dated November 16, 2006, as amended, to the extent that they secure amounts accrued up to and including the date of this Order ("CCAA Charges") in the order of priority set out in the Initial CCAA Order; and
- (b) in respect of the Property other than the Post-Receivership Property, first, the Liquidation Charge, second, the Liquidation Borrowings Charge, and third, the CCAA Charges in the order of priority set out in the Initial CCAA Order.

27. THIS COURT ORDERS that none of the Production Charge, Liquidation Charge or Borrowings Charges nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

28. THIS COURT ORDERS that, during the Production Period, the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Production Expenses Borrowing Certificates") for any amount borrowed by it pursuant to this Order in respect of Production Expenses.

29. THIS COURT ORDERS that the Receiver shall be at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Liquidation Expenses Borrowing Certificates") for any amount borrowed by it pursuant to this Order in respect of Liquidation Expenses.

30. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court in respect of Production Expenses and any and all Receiver's Production Expenses Borrowing 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 Receiver's Production Expenses Borrowing Certificates, and the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court in respect of Liquidation Expenses, and any and all Receiver's Liquidation Expenses Borrowing 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 Receiver's Liquidation Expenses Borrowing Certificates.

30A. THIS COURT ORDERS that the priority of the CCAA Charges and the liability for the amounts secured by the CCAA Charges and the allocation thereof amongst the stakeholders including, without limitation, the creditors and customers of the Debtors, shall be determined by the Court on a date to be fixed; provided that:

- (a) nothing herein shall affect the priority of the charges against the Post-Receivership Property as set out in paragraph 26 of this Order ;

notwithstanding this or any other order of the court

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- (b) Nothing herein shall preclude National Bank from advancing the claim that the Applicants should be required to contribute on the theory that such amounts form part of the costs of the receivership; and
- (c) the Applicants retain any and all defenses they may have with respect to such claim.

and any other affected party
to the amount secured by the CC Charges &
legal or equitable theory
include the this

✓ To the extent that National Bank or any other affected party is successful in maintaining the claim that the amounts referred to in (b) above form part of the costs of the receivership, such amounts shall be paid by the Receiver as part of

31. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

Production Expenses or failing payment by that time by the Applicants,

32. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

subject their rights in subparag (c). ✓ Klu

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 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.

34. THIS COURT ORDERS that the 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 Applicants shall have their costs of this motion, up to and including entry and service of this Order on a full indemnity basis to be paid by the Receiver from the Post-Receiver'ship Property.

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 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.

ADDITIONAL PROVISIONS

37. THIS COURT ORDERS that the Receiver be and it is hereby authorized and directed to cause the Debtors to build inventory banks during the Production Period to be sold to the Applicants and to the Debtors' other customers on such terms as the Receiver considers necessary or appropriate, subject to the availability of sufficient funding pursuant to Receiver's Production Expenses Borrowing Certificates.

38. THIS COURT ORDERS that the Receiver shall have the right to use all raw materials, work in process and finished component parts inventory held by the Debtors as at the date of this Order which is in merchantable condition and usable by the Debtors in the production of component parts under customers' current and future releases (collectively, the "Pre- Receivership Inventory"). The Receiver shall first consume Pre-Receivership Inventory in the course of carrying on the Debtors' business to the greatest extent possible prior to consuming any inventory purchased by the Receiver or otherwise supplied to the Receiver. The Receiver shall account for the usage of Pre-Receivership Inventory as follows:

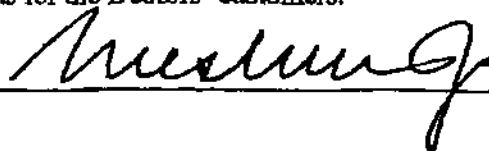
- (a) raw materials - 100% of the Debtors' book value for the raw materials in question;
- (b) work in process - 100% of the pro-rated purchase order price for the component part in question if the same were completed (with such pro- ration to be made on a percentage of completion basis); and
- (c) finished component parts - 100% of the applicable purchase order price for the component part in question;

provided that the CCAA Charges and all other liens, encumbrances or charges, including the security held by National Bank and BDC, shall attach to the proceeds of Pre-Receivership Inventory and the sole recourse of the holders of such charges and security in respect of such Pre-Receivership Inventory shall be to the proceeds thereof in the hands of the Receiver.

39. THIS COURT ORDERS that the Debtors and the Receiver shall, upon request and at the expense of the party requesting same, (i) cooperate with National Bank, BDC and the Equipment

Financiers to provide information which may be reasonably required to facilitate the sale of any of the Property in accordance with this Order, and (ii) grant National Bank, BDC and the Equipment Financiers reasonable access to all premises where the Property may be located and to all books and records related thereto to the extent in the Receiver's possession or under its control, provided that such access does not interfere with the operation of the Debtors' business during the Production Period and the timely production of component parts for the Debtors' customers.

40. THIS COURT ORDERS that the Debtors shall cooperate with the Applicants and the Debtors' other customers in their efforts to transition the production of component parts from the Debtors to alternative suppliers and, in that regard, the Receiver shall afford the Applicants and their consultant, BBK, Ltd. and such other customers, reasonable access to the Debtors' premises and operations, provided that such access does not interfere with the operation of the Debtors' business and the timely production of component parts for the Debtors' customers.



SCHEDULE "A"

RECEIVER PRODUCTION EXPENSES BORROWING CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Zeifman Partners Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertaking and property of Brahm Industries Inc. and 1318989 Ontario Ltd. appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 28th day of November, 2006 (the "Order") made in an action having Court file number 04-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of ~~\$(3,000,000)~~ which the Receiver is authorized to borrow under and pursuant to the Order.

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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 National Bank of Canada 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 Receiver pursuant to the Order or to any further order of the Court, a charge upon the Post-Receivership Property, on the terms set out in the Order.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, 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 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 Receiver to deal with the Post-Receivership Property (as defined in the Order) as authorized by the Order or any further or other order of the Court.

7. The 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 _____, 20__.

ZEIFMAN PARTNERS INC., solely in its
capacity as Receiver of the Property (as defined
in the Order), and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

RECEIVER LIQUIDATION EXPENSES BORROWING CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Zeifman Partners Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertaking and property of Brahm Industries Inc. and 1318989 Ontario Ltd. appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 28th day of November, 2006 (the "Order") made in an action having Court file number 04-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$[3,000,000] which the 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 National Bank of Canada 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 Receiver pursuant to the Order or to any further order of the Court, a charge upon the Property other than the Post-Receiver's Property, on the terms set out in the Order.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, 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 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 Receiver to deal with the Post-Receivership Property (as defined in the Order) as authorized by the Order or any further or other order of the Court.

7. The 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 _____, 20__.

ZEIFMAN PARTNERS INC., solely in its
capacity as Receiver of the Property (as defined
in the Order), and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "C"

PRODUCTION EXPENSES

All costs incurred by the Debtors and the Receiver in relation to the production of component parts for the Debtors' customers including, without limitation:

- (a) the cost of all raw materials and supplies acquired by the Debtors after the date of this Order and used by the Debtors in relation to the production of component parts for the Debtors' customers;
- (b) wages, salaries, benefits, payroll taxes and other payroll costs payable by the Receiver *incurred by the Debtors during the Production Period* from the date of this Order until December 31, 2006; *len*
- (c) utilities, maintenance, rent, property tax, insurance and other occupancy costs ~~incurred by the Debtors during the Production Period;~~ *len*
- (d) the professional fees and expenses of the Receiver, including those of its legal counsel, in relation to the production of component parts for the Debtors' customers;
- (e) without duplication, any Expenses deemed to be Production Expenses under the Equipment Financier Protocol; and
- (f) any GST or other taxes payable by the Debtors in respect of the foregoing.

SCHEDULE "D"

LIQUIDATION EXPENSES

All costs and expenses incurred by the Debtors and the Receiver in connection with the collection, disposition or preparation for disposition of the Property (excluding the Post-Receiver's Property) including, without limitation:

- (a) wages, salaries, benefits, payroll taxes and other payroll costs payable by the Receiver on or after January 1, 2007, *as per*
- (b) utilities, maintenance, rent, property tax, insurance and other occupancy costs *incurred by the Debtors following the termination of the Production Period* ✓
- (c) the professional fees and expenses of the Receiver, including those of its legal counsel, other than those fees and expenses incurred in relation to the production of component parts for the Debtors' customers; and
- (d) any GST or other taxes payable by the Debtors in respect of the foregoing;

but, for greater certainty, excluding any Production Expenses.

Court File No:

MAGNA CLOSURES INC., DECOMA INTERNATIONAL CORP.
INTIER AUTOMOTIVE INC. and INTIER AUTOMOTIVE INTERIORS OF
AMERICA, INC.

and -

BRAHM INDUSTRIES INC. and 1318989 ONTARIO LTD.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

ORDER

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