

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) TUESDAY, THE 30th DAY
JUSTICE CAMPBELL) JANUARY, 2007

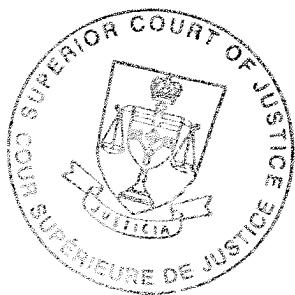
MAGNA CLOSURES INC., DECOMA INTERNATIONAL CORP., INTIER
AUTOMOTIVE INC. AND INTIER AUTOMOTIVE INTERIORS OF AMERICA, INC.

Applicants

- and -

BRAHM INDUSTRIES INC. and 1318989 ONTARIO LTD.

Respondents



ORDER

THIS MOTION, made by Zeifman Partners Inc. (the “Receiver”) of Brahm Industries Inc. and 1318989 Ontario Ltd. (the “Debtors”) for an order authorizing the Receiver to complete a transaction for the sale of certain assets of the Debtors and for an order conveying all right, title and interest in and to the assets purchased, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver dated January 29, 2007 (the “Second Report”), filed, and upon hearing submissions of counsel for the Receiver, ~~the Applicants,~~ 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, no one else appearing although duly served.

SERVICE

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

SALE APPROVAL

2. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to complete the transaction contemplated by the Agreement of Purchase and Sale (as defined in the Second Report) and that the sale by the Receiver of all of the right, title and interest, of the Respondents and the Receiver in and to the BDC Assets to the Purchaser, be and is hereby approved and authorized.

3. **THIS COURT ORDERS** that the Receiver:

- (a) may, in its discretion and with the prior consent of the Purchaser (as defined in the Agreement of Purchase and Sale), but without further approval of this Court, agree to any amendment of or to the Agreement of Purchase and Sale that, in its reasonable discretion it determines is not material;
- (b) may, without further approval of this Court do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such acts, deeds, documents, instruments, writings, assignments, transfers, conveyances, powers of attorney and as may be reasonably necessary or desirable to complete the sale transaction as contemplated in the Agreement of Purchase and Sale and to effect the purposes and carry out the provisions thereof.

VESTING OF PURCHASED ASSETS

4. **THIS COURT ORDERS AND DECLARES** that, effective upon the Receiver filing a Vesting Certificate with this Honourable Court, substantially in the form attached hereto as Schedule "A", all of the Receiver's and the Respondents' right, title and interest, if any, in and to the BDC Assets which are to be acquired by the Purchaser under the Agreement of Purchase and Sale shall, without further instrument of transfer or assignment, vest in the Purchaser absolutely and forever, pursuant to and in accordance with the provisions of the Agreement of Purchase and

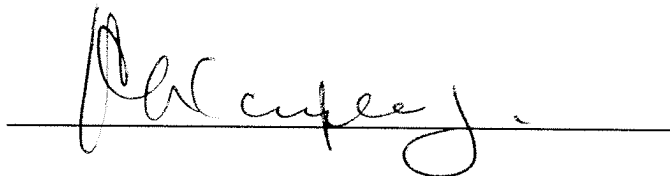
Sale; and, without limitation, the said BDC Assets are vested in the Purchaser (and/or such other person as it may designate) free and clear of and from any and all estate, right, title, interest, hypothecs, mortgages, liens, security interests, trusts or deemed trusts (whether contractual, statutory or otherwise), contractual claims, including rights of seizure, sale or repossession and including security interests registered under the *Personal Property Security Act* (Ontario), R.S.O. 1990, c. C-43, or other similar provincial legislation, assignments, pledges, executions, options, adverse claims, levies, agreements, taxes, claims provable, charges, encumbrances or any other rights, actions, claims, disputes, judgments, debts, writs of execution, writs of seizure and sale, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, or any other rights or claims of any kind whatsoever, statutory by operation of law or court order or otherwise (collectively referred to hereafter as any “**Claim**” or “**Claims**”), whether such Claim or Claims came into existence prior to, subsequent to or as a result of any previous Order of the Court, by or of any and all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principal or as agents, trustees, executors, administrators or other legal representatives (collectively referred to hereafter as a “**Claimant**” or “**Claimants**”), who have or may in the future have a Claim. All of the Claims asserted by a Claimant or the Claimants are hereby expunged and discharged in respect of the BDC Assets.

5. **THIS COURT ORDERS** that notwithstanding any proceedings that may be taken pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) in respect of the Respondents, the Agreement of Purchase and Sale and the transaction contemplated therein and by this Order will not be void, voidable or opposable by creditors and claimants and do not constitute nor shall they be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the BIA or any other applicable federal or provincial legislation.

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

JAN 30 2007

PER/PAR:



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**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.

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VESTING CERTIFICATE

WHEREAS, pursuant to the Order of Justice Campbell of the Ontario Superior Court of Justice, made, January 30, 2007 (the “**Sale Approval and Vesting Order**”), **ZEIFMAN PARTNERS INC.**, the receiver (“**Receiver**”) of. Brahm Industries Inc. and 1318989 Ontario Ltd. (the “**Debtors**”), was authorized to sell certain assets belonging to the Debtors (the “**BDC Assets**”) to Platinum Asset Services Inc. (the “**Purchaser**”) and complete all transactions necessary in connection with the an agreement of purchase and sale (the “**Agreement of Purchase and Sale**”).

AND WHEREAS pursuant to the Sale Approval and Vesting Order, this Honourable Court approved the Agreement and vested the BDC Assets in the Purchaser, effective upon the filing of a Vesting Certificate in substantially the form hereof.

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. The Purchaser has paid, and the Receiver has received, in full, the purchase price (as detailed in the Agreement of Purchase and Sale) for the BDC Assets pursuant to the Agreement of Purchase and Sale; and
2. The transaction contemplated by the Agreement of Purchase and Sale has closed to the satisfaction of the Receiver.

January , 2007

ZEIFMAN PARTNERS INC., in its capacity
as Receiver of Brahm Industries Inc. and
1318989 Ontario Ltd.

By:

Name: Allan Rutman

Title:

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
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

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