

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM) WEDNESDAY THE 13TH DAY
)
JUSTICE MESBUR) OF JUNE, 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
(Re: CCAA Charges)

THIS MOTION made by National Bank of Canada (the “**Bank**”), for the relief set out in its Notice of Motion herein dated June 6, 2007 (the “**Bank Motion**”), was heard on this day at 330 University Ave., in the City of Toronto.

UPON READING the Notice of Motion and the Affidavit of Murray D’Angelo sworn June 6, 2007, and on hearing the submissions of counsel for the Bank and such other counsel as were present.

1. **THIS COURT ORDERS** that Zeifman Partners Inc., in its capacity as the receiver and manager of all of the assets, undertaking and property of Brahm Industries Inc. and 1318989 Ontario Ltd. (the “**Receiver**”) be and is hereby authorized to pay the beneficiaries of the Administration Charge (as defined in the Order (the “**Initial Order**”))

of the Honourable Mr. Justice Lederman dated November 16, 2006) the amount of \$250,000 from the proceeds of the Property (as defined in the Initial Order), other than Post-Receivership Property (as defined in the Order of the Honourable Madam Justice Mesbur dated November 28, 2006 (the "Receivership Order")), which the Receiver is seeking to distribute to the Bank pursuant to its motion returnable on June 13, 2007.

2. **THIS COURT ORDERS** that, notwithstanding payment of the foregoing amount to the beneficiaries of the Administration Charge (including that such payment was made from proceeds of Property other than Post-Receivership Property), the indebtedness and obligations subject to and secured by the Administration Charge shall be deemed to remain unpaid and the Administration Charge shall not be extinguished for the sole purpose of determining the liability for or obligation to pay the amounts subject to and secured by the Administration Charge as well as any of the other CCAA Charges (as defined in the Receivership Order) whether pursuant to the Bank Motion or any other motion which has been or will be commenced by any party in this proceeding in accordance with paragraph 30A of the Receivership Order or for the purpose of paragraph 3 herein.

3. **THIS COURT ORDERS** that, from and after the date hereof, any payment on account of or in reduction of the indebtedness and obligations subject to and secured by the Administration Charge shall be paid directly to the Bank without deduction, whether through a claim for set-off or otherwise; but without prejudice to any rights of the Person making such payment to assert any set-offs or defences as against any amounts owed with respect to accounts receivable otherwise payable to Brahm.

4. **THIS COURT ORDERS** that, notwithstanding the payment to the beneficiaries of the Administration Charge as set out in paragraph 1 of this Order, such payment be and is hereby subject to the rights of Magna Closures Inc., Decoma International Corp., Intier Automotive Inc. and Intier Automotive Interiors of America, Inc. (collectively, referred to as "Magna") to assess the fees of the beneficiaries of the Administration Charge in the event that Magna is found by this Honourable Court to be liable to contribute any amount in respect of the amounts owing under the Administration Charge

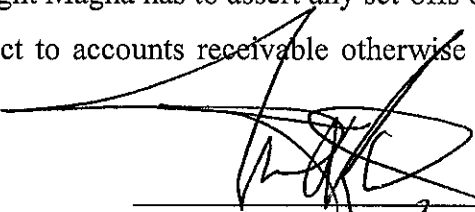
and subject further to the right of the beneficiaries of the Administration Charge to dispute Magna's ability to assess their fees.

5. **THIS COURT ORDERS** that the Receiver shall be and is hereby authorized to repay the Receiver's outstanding borrowings from Magna in the amount of \$324,030 provided that, Magna shall reimburse to the Receiver any amounts required up to the full amount of \$324,030 (without any deduction from such amount, whether through a claim for set-off or otherwise) if this Honourable Court declares or otherwise orders that the CCAA Charges or the amounts subject to and secured by the CCAA Charges form part of the costs of the receivership, whether as Production Expenses (as defined in the Receivership Order) or otherwise and the Receiver is obligated to pay the amounts subject to and secured by the CCAA Charges in accordance with paragraph 30A of the Receivership Order. The repayment by the Receiver to Magna ordered under this paragraph shall not limit the Bank's right to pursue the relief sought in the Bank Motion or any defences which Magna may have in respect of the Bank Motion and, the any reimbursement that Magna is subsequently required to make to the Receiver pursuant to this paragraph 5 shall not prejudice any right Magna has to assert any set-offs or defences as against any amounts owed with respect to accounts receivable otherwise payable to Brahm.

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ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 14 2007

PER/PAR: 



M. J. [Signature]
[Signature] [Signature]

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

and

BRAHM INDUSTRIES INC. and 1318989 ONTARIO LTD.

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Court File No.: 06-CL-6739

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Proceeding commenced in Toronto

ORDER
(CCAA CHARGES)

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