

TAB 3

Court File No. 09-8522-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 2nd DAY
JUSTICE) OF MARCH, 2010

B E T W E E N:

GENERAL MOTORS CORPORATION

Applicant

- and -

ORCHID INTERNATIONAL ONTARIO DIVISION INC.

Respondent

SALE APPROVAL AND VESTING ORDER

THIS MOTION, made by Zeifman Partners Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertaking, property and assets of Orchid International Ontario Division Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and Maple Stamping, a division of the Cosma International Group of Magna International Inc. (the “**Purchaser**”) made as of February 16, 2010 with respect to the portion of the Debtor’s business related to the manufacture, assembly and sale of fuel strap assemblies to General Motors Corporation (“**GM**”) and other customers utilizing the equipment at its plant located at 1240 Twinney Drive, Newmarket, Ontario (collectively, the “**Business**”)

and appended as Schedule “H” to the Report of the Receiver dated February 18, 2010 (the “**Report**”), and vesting in the Purchaser all right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement and hereinafter referred to as the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser and counsel for ●, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Suzanne Nigra sworn February 19, 2010:

1. THIS COURT ORDERS AND DECLARES that the time for service of the Notice of Motion be and it is hereby abridged such that the Motion is properly returnable today, and, further, that service on all parties is hereby validated.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, *nunc pro tunc*, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that the Purchased Assets include, without limitation, the assets set out on Schedule “B” to this Order.
4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule “A” hereto (the “**Receiver's Certificate**”), all right, title and interest in and to the Purchased Assets shall vest

absolutely in the Purchaser, free and clear of and from any and all any and all claims of any nature, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), restrictive covenants, liabilities, and obligations of any kind (collectively, the “**Claims**”), including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Order of the Honourable Mr. Justice Morawetz dated December 24, 2009,
- (a) all charges, claims, estates, rights, titles, interests, licenses, hypothecs, mortgages, security interests, including any security interests of any of the parties referred to as secured parties who made registrations against the Debtor pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system,
- (b) those Claims listed on Schedule “C” to this Order (which are collectively referred to as the “Encumbrances”),
- (c) all manner of actions, causes of action, actions, claims, money claims (including claims to royalties or shares of profits, debts, demands, costs and damages against the Debtor, the Vendor or with respect to the Purchased Assets, termination rights arising in whole or in part as a result of the insolvency of Orchid, the Appointment Order, the sales process conducted by the Vendor, assignment of agreements and/or licenses pursuant to this Agreement, or monetary default by Orchid or the Vendor with respect to the Equipment),

- (d) trusts or deemed trusts (whether contractual, statutory or otherwise), assignments, executions, options, adverse claims, monetary claims, levies, agreements, taxes, claims provable if the Debtor should be adjudged bankrupt, charges, encumbrances or any other rights (including encumbrances or charges created by or pursuant to any and all orders made in the Proceedings or any other proceedings),
- (e) title retentions, rights of reversion, revindication or repossession, liens (including statutory, construction and possessory liens),
- (f) disputes and debts, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, and
- (g) other claims of any nature, howsoever created or arising whether contractual, statutory, by operation of law or otherwise, including any claims by:
 - (i) the Canada Customs and Revenue Agency, any other governmental agencies with respect to unpaid taxes of any nature or any other unpaid amounts, and
 - (ii) General Motors LLC, Reinrichmar Holdings Limited, Venture Steel Inc., Export Development Canada, Xerox Canada Ltd and MTD Metro Tool & Die Limited, all parties served with the motion record with respect to the motion for the Vesting Order

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, whether acting in their capacity as principal or as agent, and all other agents, trustees, executors, administrators or other legal representatives, including the beneficiaries of all charges approved or created in orders made in the Proceedings.

For greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

7. THIS COURT ORDERS AND DECLARES that the License granted by the Receiver to the Purchaser, as set out in section 17 of the Sale Agreement, to use and access the lands, plant and premises located at 1240 Twinney Drive, Newmarket, Ontario (the "**Lands**") for a period of 21 days following the closing of the Sale Agreement for the purposes of removal of any or all of the Purchased Assets that the Purchaser elects to remove and on the terms set out in section 17 of the Sale Agreement (the "**License**", as defined in section 17 of the Sale Agreement) is hereby approved, and that the granting of the License by the Receiver is hereby authorized and approved, *nunc pro tunc*, and the Receiver is hereby authorized and directed to take such

additional steps and execute such additional documents as may be necessary or desirable for the granting of the License to the Purchaser.

8. THIS COURT ORDERS AND DECLARES that the standard of repair in connection with the lease in respect of the Lands (which lease is appended as Schedule "B" to the Report) and the License shall be to repair actual damage caused by the removal of the Purchased Assets from the Lands in a good and workmanlike manner, as set out in section 17 of the Sale Agreement.

9. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "C" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

10. THIS COURT ORDERS AND DECLARES that the Purchaser is hereby authorized and approved, *nunc pro tunc*, to offer to and enter into employment agreements, being fixed term contracts or engagements only, with all or some of the employees of the Debtor, as specified in Schedule "C" to the Sale Agreement (the "Employees") and that the Purchaser and the Employees shall not be subject to any Claims (as defined in paragraph 4 above) which may be made or arise by operation of law or on the basis of non-competition, non-solicitation or confidentiality agreements or restrictive covenants or otherwise as a result of entering into employment agreements and the performance of work, including the communication,

documentation or transfer of any information and Intellectual Property (as defined in Schedule “B” of this Order) related to the Business (as defined above), in connection with such employment agreements.

11. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser and the transactions set out in the Sale Agreement, including the License, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer under value or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

13. THIS COURT ORDERS that the conduct of the Receiver as set out in the Report be and it is hereby ratified and approved.

14. 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.

Schedule A – Form of Receiver’s Certificate

Court File No. 09-8522-00CL

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B E T W E E N:

GENERAL MOTORS CORPORATION

Applicant

- and -

ORCHID INTERNATIONAL ONTARIO DIVISION INC.

Respondent

RECEIVER’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice Morawetz of the Ontario Superior Court of Justice (the "Court") dated December 24, 2009, Zeifman Partners Inc. was appointed as the receiver and manager (the "Receiver") of the undertaking, property and assets of Orchid International Ontario Division Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated March 2, 2010, the Court approved the agreement of purchase and sale made as of February 16, 2010 (the "Sale Agreement") between the Receiver and Maple Stamping, a division of the Cosma International Group of Magna International Inc. (the "Purchaser") and provided for the vesting in the Purchaser of all right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the

Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 16 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 16 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____, 2010.

**Zeifman Partners Inc., in its capacity as
Receiver of the undertaking, property and
assets of Orchid International Ontario
Division Inc., and not in its personal capacity**

Per: _____

Name:

Title:

SCHEDULE "B"
PURCHASED ASSETS

Fuel Strap Production Lines

Asset ID	Asset Description	Serial ID
235	<p>OMCG (1986) Multislide Machine, 80 ton Punch Press / Roll Feeder / Double Uncoiler</p> <p>Fuel Strap Production Line including but not limited to:</p> <p>(1) OMCG Model PGV-1200 Multislide Forming Machine, S/N 12245, W/ Wintriss Smartpac 2 Control;</p> <p>(1) Mecbran Model C480 Punch Press, S/N 90551, Gap Frame, 80-Ton Capacity, W/Control;</p> <p>(1) OMCG Model RM-2 Edge Roller, S/N 20001;</p> <p>(1) MECON Industries Model D60M12H Uncoiler, S/N 2587N38, Dual Arm, 2 x 6,000-LB Capacity, W/ Control;</p> <p>(1) Kent Model 10-135 PMH Butt Welder, S/N 70270, W/ Lincoln TIG-185 Power Supply And Control</p> <p>Three shelves – with small blue bins/red totes containing spare parts/tooling either specifically labelled by job or unlabelled.</p> <p>Small interchangeable dies for M365</p> <p>Any non-Ford owned or other customer equipment related ACH or other tier 2 vendors.</p>	2001
240	Punch press roll feeder	70493
242	5 ton Electric Chain hoist	9204
247	Rivet Machine	4079
248	<p>OMCG (1990) Multislide Machine, 80 ton Punch Press / Roll Feeder</p> <p>Fuel Strap Production Line including but not limited to:</p> <p>(1) OMCG Model 1400 Multislide Forming Machine, S/N 14485, W/ Control;</p> <p>(1) Zani Model AFN 130 Punch Press, Gap Frame, 100-Ton Capacity, Air Clutch, W/ Control;</p> <p>(1) OMCG Model C0710 Roll Form Machine, S/N 2-002;</p> <p>(1) Mecon Model D60M24H Dual Arm Uncoiler, S/N 2587-27, 2</p>	14485/90104/3300-002

Asset ID	Asset Description	Serial ID
	<p>x 6,000 lb-Capacity, W/ Control</p> <p>Five Tooling Benches/Tables – approximately 5 feet x 4 feet for spare base plates.</p> <p>Two Shelving units containing spare. Parts/tooling either specifically labelled by job or unlabelled.</p>	
904	6000# Double Uncoiler on M/S 248	2587-27
364	OMCG (1995) Multislide Machine, 100 ton Punch Press / Servo Roll Feeder / Double Uncoiler	14517/90551
364B	<p>Upgrades to (364) Multislide</p> <p>Fuel Strap Production Line including but not limited to:</p> <p>(1) Mecon Industries Model D60M24H Uncoiler, S/N 2587, dual arm, 2 x 6,000- lb Capacity, W/ Control;</p> <p>(1) Kent Model 10-135 PMH Butt Welder, S/N 7797/RRE/WPR-2, W/ Lincoln TIG-175 Power Supply</p> <p>(1) OMCG Model Bordatr Edge Former</p> <p>(1) Zani Model AFN-130 Punch Press, S/N 00-1484, Gap Frame, Air CLUTCH</p> <p>(1) OMCG Model 1400 Multislide Forming Machine S/N 14517, W/ Control</p> <p>(1) Alberts Custom Manufactured Rib Forming Transfer Welder, W/ Automatic Loading Fixture, Power Supply And Control</p> <p>Tooling table – approximately 5 feet x 5 feet for spare job base plates.</p>	
360	Multislide Strap welder	CO48742-1
848	<p>OMCG (1998) Multislide Machine</p> <p>Fuel Strap Production Line including but not limited to</p> <p>(1) Mecon Industries Model D60M24H Uncoiler,Dual ARM, 2 x 6,000- lb Capacity, W/ Control</p> <p>(1) Kent Model 10-135 PMH Butt Welder, S/N 7797/RRE/WPR-4, W/ Lincoln TIG-175 Power Supply</p> <p>(1) OMCG Model Bordatr Edge Former, S/N 1187</p> <p>(1) Zani Model AFN-130 Punch Press, S/N 97-1407, Gap Frame, Air CLUTCH</p> <p>(1) OMCG Model 1400 Multislide Forming Machine S/N 14948, W/ Control</p>	14948

Asset ID	Asset Description	Serial ID
	(1) Alberts Custom Manufactured Transfer Welder, S/N 98543,W/ Automatic Loading Fixture, Power Supply And Control	
849	Multislide Strap welder	98643
850-852	Punch Press/Edge Roller/Horizontal Decoiler	97.147/1187
875	OMCG (1999) Multislide Machine, 100 ton Punch Press / Servo Roll Feeder	14949
	Fuel Strap Forming Line, Including But Not Limited To: Mecon Industries Model D60M24H Uncoiler, S/N 2587-25, Dual Arm, 2 x 6,000-lb Capacity, W/ Control; (1) Kent Model 10-135 PMH Butt Welder, S/N 70032/RRE/WPR- 4, W/ Lincoln TIG-175 Power Supply (1) OMCG Model Bordatr Edge Former, S/N 107 (1) Zani Model AFN-100 Punch Press, S/N 96-1451, Gap Frame, Air Clutch (1) OMCG Model 1400 Multislide Forming Machine, S/N 14949, W/ Control Three Tooling Benches/Tables – approximately 5 feet x 4 feet for spare base plates. One shelf approx 24 feet x 6 feet containing dies and spare components.	
905	6000# Double Uncoiler on M/S 364	2587-28
Other Weld Equipment		
SW038/9	Resistance/spot welders identified in process sheets	
M323	Resistance/spot welder	
886	Robotic Strap Welder #1 Off-Line	
895	Robotic Strap Welder #1 Off-Line	
346	75KVA Pinch Welder	SDG-200-22184
886	Custom Manufactured Robotic Strap Welder Holding Fixtures, W/ (6) Stations And Controls	
895	CUSTOM MANUFACTURED ROBOTIC STRAP WELDER Holding Fixtures, W/ (6) Stations And Controls Five shelves – approximately 5 feet x 4 feet containing	

Asset ID	Asset Description	Serial ID
	fixtures/end of arm tooling for weld cell mentioned above.	
	Fifteen shelves – approximately 15 feet x 4 feet containing fixtures/end of arm tooling for weld cell mentioned above.	
Miscellaneous.		
1003	Multislide - ACH Strap rtb	MT1-12
1004	Calmec - Scrap Feeder for MS	1-B06-17
1006	Multislide Servo Feed B-05-11	
234	Prototype Strap Former	
860	Prototype Strap Former (Tom's Gizmo)	
SOT29	Staking Die Machine (for GM PN 25854255)	
M227	Rivet Machine	
896	Rivet Maching for threaded rod (bolt 14055782 to strap 15980153)	
303	Cincinnati 10 – 10 foot shearing machine	
375	Chicago Dreis & Krump Brake Press Model 810C	
322	Chicago Dreis & Krump Brake Press 10 Foot	
49	Manual Shear – 90 degree	

MISCELLANEOUS SHELVING, RACKS, CONTAINERS, PACKAGING AND DUNNAGE:

All available bins/baskets to support production including:

- #730 baskets,
- #5131 bins/baskets,
- EX151208 expendable cartons,
- EX241508 expendable cartons,
- EX321508 expendable cartons,
- KC484525 returnable containers,
- KD484534 returnable containers,
- KD323034 returnable containers,
- SC151208 returnable container and UP484507 skids,
- SC241508 returnable containers and UP484507 skids,
- SC242309 returnable containers,
- SC481508 returnable containers,
- R15 expendable packaging,
- R25 expendable packaging,
- R30 expendable packaging,

Approximately 13 Heavy Duty Storage Racks (located near press area) identifiable by light blue corner posts and cream, blue or red shelves capable of storing 12,000 – 40,000 lbs (pictures available upon request)

All racking typically used to store coils and finished goods for the Business (blue posts, red shelves – picture available upon request)

GENERAL MISCELLANEOUS:

Engineering related information: Bills of material, engineering drawings, designs, specifications, simulation processes, CAD data and designs, electronic designs and data.

CNC and/or CAD programs and data (including as stored on any and all electronic or hardcopy media).

Quality related information (electronic and hardcopy if possible): PPAP documentation, Control Plans, PFMEA, Measurement Studies, CMM Programs, Fixture certifications, Check Fixture Certifications, CMM Holding Fixtures if existing, Part key features, Internal Defect History, Customer Complaint History, Check Fixtures with Instructions, Shipping Locations, Customer Contacts at receiving Locations and in Engineering / QA, Sample Parts – Masters, Last Off, Customer approved samples, Poke-yoke / Error Proofing test instructions and samples and part testing or tear down requirements.

Complete spare parts list and existing inventory of spare parts, CNC program information to manufacture spare parts, for both tools and equipment.

PM program information, repair history, set-up instructions, manuals, maintenance and repair procedures, spare parts lists, and other writings or documents (whether in printed or digital form) used in connection with such equipment, all manufacturer and vendor warranties that relate to such equipment (as may currently exist or be available).

All special equipment, tooling, jigs and fixtures deemed essential by current engineering employees for product development and prototyping.

INTELLECTUAL PROPERTY

The Intellectual Property (as defined below) pertaining to the operation of the Business and the property and assets listed above in this Schedule “B”.

“**Intellectual Property**” means the intellectual property pertaining to the Purchased Assets and the Business, including:

- (h) all trade-marks, trade names, designs, graphics, slogans, logos, service marks, brand names, internet domain names and other commercial symbols and all registrations and applications therefore;

- (i) all patents, patent rights (including divisions, reissues, renewals, re-examinations, continuations, continuations in part and extensions) and all applications therefore;
- (j) all copyrights, writings and other copyrightable works of authorship, including computer programs, databases and documentation therefore, integrated circuit topographies, industrial designs and other industrial property rights and all applications and registrations therefore and all renewals or extensions of such applications and registrations; and
- (k) all proprietary and non-public business information, including know-how, trade secrets, improvements, concepts, ideas, technical data, drawings, specifications therefore, business methodologies and processes, confidential information and any licensed property or technology.

Schedule C – Encumbrances

1. The following claims and registrations pursuant under the *Personal Property Security Act* (Ontario):

File No.	Registration No.	Secured Party
633120705	20070228 1447 1590 0650	FCC, LLC D/B/A First Capital
633120705	20100114 1310 1590 6374	General Motors LLC
633129984	20070228 1505 1590 0653	FCC, LLC D/B/A/ First Capital
633129993	20070228 1506 1590 0654	FCC, LLC D/B/A First Capital
633129993	20100114 1311 1590 6376	General Motors LLC
633154311	20070301 1210 1862 1001	Reinrichmar Holdings Limited
633154329	20070301 1210 1862 1002	Reinrichmar Holdings Limited
633154338	20070301 1210 1862 1003	Reinrichmar Holdings Limited
648613512	20080918 1131 1862 9406	Venture Steel Inc.
655609275	20090814 1448 8028 1372	Export Development Canada
657535374	20091112 1007 1462 3004	Xerox Canada Ltd
658718559	20100113 1701 1462 7945	MTD Metro Tool & Die Limited
605924001	20040531 1010 1462 5036	Xerox Canada Ltd

General Motors Corporation
Applicant

and

Orchid International Ontario Division Inc.
Respondent

Court File No: CV-09-8522-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD
(RETURNABLE MARCH 2, 2010)**

Heenan Blaikie LLP
Bay Adelaide Centre
333 Bay Street, Suite 2900
P.O. Box 2900
Toronto, Ontario M5H 2T4

Kenneth D. Kraft LSUC#: 31919P
Lara Jackson LSUC#: 41858M
Tel: (416) 643-6852
Fax: (416) 360-8425

Lawyers for Zeifman Partners Inc. as Court
Appointed Interim-Receiver and Receiver and
Manager of Orchid International Ontario Division
Inc.