Court File No. CV -09-8247-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GRANT FOREST PRODUCTS INC., GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC. and GRANT U.S. HOLDINGS GP

SUPPLEMENTARY BRIEF OF AUTHORITIES

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CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

File: No: 500-11-033561-081

SUPERIOR COURT
Commercial Division

Montreal, June 12, 2008

Present: The Honourable Brian Riordan, J.C.S.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

MAAX CORPORATION,

MAAX CANADA INC.,

MAAX SPAS (Ontario Inc.),

4200217 CANADA INC.
And
MAAX CABINETS INC.

Petitioners

And

ALVAREZ & MARSAL CANADA ULC

Monitor

INITIAL ORDER

SEEING Petitioners' Petition for an Initial Order (the "**Petition**") pursuant to Sections 4, 5 and 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36, as amended (the "**CCAA**") the exhibits, and the affidavit of Mr. Denis Aubin filed in support thereof, the consent of Alvarez & Marsal Canada ULC to act as monitor (the "**Monitor**") and the submissions of counsel for the Petitioners, the Monitor, and Brookfield Bridge Lending Fund Inc. ("**BBLF**");

GIVEN the provisions of the CCAA.

WHEREFORE, THE COURT:

1. GRANTS the Petition.

2. ISSUES an order pursuant to Sections 4, 5 and 11 of the CCAA (the "**Order**"), divided under the following headings:

   - Service
   - Application of the CCAA
   - Effective Time
   - Plan of Arrangement
   - Stay of Proceedings against the Petitioners, the Property, the Directors or others
   - Incentive Plan
   - Possession of Property and Carrying on Business
   - Restructuring
   - Interim Financing
   - Directors Indemnification and Charge
   - Powers of the Monitor
   - Priorities and General Provisions Relating to CCAA Charges
   - General

Service

3. EXEMPTS the Petitioners from having to serve the Petition and from any notice of presentation.

Application of the CCAA

4. DECLARES that each of the Petitioners is a debtor company to which the CCAA applies.

Effective time

5. DECLARES that from immediately after midnight (Montreal time) on the day prior to the Order (the "**Effective Time**") to the time of the granting of the Order, any act or action taken or notice given by any Person in respect of Petitioners, the Directors or the Property (as those terms are defined hereinafter), are deemed not to have been taken or

given, as the case may be, to the extent such act, action or notice would otherwise be stayed after the granting of the Order.

Plan of Arrangement

6. ORDERS that Petitioners shall be entitled to file with this Court and may submit to its creditors one or more plans of compromise or arrangement under the CCAA (collectively, the "**Plan**") between, among others, Petitioners and one or more classes of its creditors as Petitioners may deem appropriate, on or before the Stay Termination Date (as defined hereinafter) or such other time or times as may be allowed by this Court

Stay of Proceedings against the Petitioners, the Property, the Directors or others

7. ORDERS that, until and including June 27, 2008, or such later date as the Court may order (the "**Stay Termination Date**", the period from the date of the Order to the Stay Termination Date being referred to as the "**Stay Period**"), no right, legal or conventional, may be exercised and no proceeding, at law or under a contract, by reason of this Order or otherwise, however and wherever taken (collectively the "**Proceedings**") may be commenced or proceeded with by anyone, whether a person, firm, partnership, corporation, stock exchange, government, administration or entity exercising executive, legislative, judicial, regulatory or administrative functions (collectively, "**Persons**" and, individually, a "**Person**") against or in respect of Petitioners, the Monitor or any direct or indirect wholly-owned subsidiaries of the Petitioners (the "**Affiliates**"), or any of the present or future property, assets, rights and undertakings of Petitioners, of any nature and in any location, whether held directly or indirectly by Petitioners, in any capacity whatsoever, or held by others for Petitioners (collectively, the "**Property**") or any of the Affiliates' present or future property, assets, rights and undertakings (collectively, the "**Affiliates' Property**") with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of or that relates to the obligations (including any principal obligations of MAAX Corporation or any Petitioners), liabilities and claims of and against the Petitioners (the "**Related Claims Against Affiliates**"), and all Proceedings already commenced against Petitioners, the Affiliates or any of the Property or the Affiliates' Property, are stayed and suspended until the Court authorizes the continuation thereof, the whole subject to the provisions of the CCAA.

8. ORDERS that, without limiting the generality of the foregoing, during the Stay Period, all Persons having oral or written agreements, contracts or arrangements with Petitioners or the Affiliates or in connection with the Business (as defined herein) and any of the Property or the Affiliates' Property, whether written or oral, for any subject or purpose:

(a) are restrained from accelerating, terminating, cancelling, suspending, refusing to modify or extend on reasonable terms such agreements, contracts or arrangements or the rights of Petitioners or the Affiliates or any other Person thereunder;

(b) are restrained from modifying, suspending or otherwise interfering with the supply of any goods, services, or other benefits by or to such Person thereunder (including, without limitation, any directors' and officers' insurance, any telephone numbers, any form of telecommunications service, any oil, gas, electricity or other utility supply); and

(c) shall continue to perform and observe the terms and conditions contained in such agreements, contracts or arrangements, so long as Petitioners or the Affiliates pay the normal prices or charges for such goods and services received after the date of the Order in accordance with normal payment practices of the Petitioners and the Affiliates as such prices or charges become due in accordance with the law or as may be hereafter negotiated (other than deposits whether by way of cash, letter of credit or guarantee, stand-by fees or similar items which Petitioners shall not be required to pay or grant);

unless the prior written consent of Petitioners and the Monitor is obtained or the leave of this Court is granted;

9. ORDERS that, without limiting the generality of the foregoing and subject to Section 18.1 of the CCAA, if applicable, cash or cash equivalents placed on deposit by Petitioners with any Person during the Stay Period, whether in an operating account or otherwise for itself or for another entity, shall not be applied by such Person in reduction or repayment of amounts owing to such Person as of the date of the Order or due on or before the expiry of the Stay Period or in satisfaction of any interest or charges accruing

in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing itself for the amount of any cheques drawn by Petitioners and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into Petitioners' account until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

10. ORDERS that, notwithstanding the foregoing, any Person who provided any kind of letter of credit, bond or guarantee (the "**Issuing Party**") at the request of Petitioners shall be required to continue honouring any and all such letters, bonds and guarantees, issued on or before the date of the Order; however, the Issuing Party shall be entitled, where applicable, to retain the bills of lading or shipping or other documents relating thereto until paid therefore.

11. DECLARES that, to the extent any rights, obligations, or time or limitation periods, including, without limitation, to file grievances, relating to Petitioners or any of the Property may expire, other than the term of any lease of real property, the term of such rights or obligations, or time or limitation periods shall hereby be deemed to be extended by a period equal to the Stay Period. Without limitation to the foregoing, in the event that Petitioners becomes bankrupt or a receiver within the meaning of paragraph 243(2) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") is appointed in respect of Petitioners, the period between the date of the Order and the day on which the Stay Period ends shall not be calculated in respect of Petitioners in determining the 30-day periods referred to in Sections 81.1 and 81.2 of the BIA.

12. ORDERS that no Person may commence, proceed with or enforce any Proceedings against any former, present or future director or officer of Petitioners or the Affiliates or any person that, by applicable legislation, is treated as a director of Petitioners or of the Affiliates or that will manage in the future the business and affairs of Petitioners (each, a "**Director**", and collectively the "**Directors**") in respect of any claim against such Director that arose before this Order was issued and that relates to obligations of Petitioners or obligations of the Affiliates for which such Director is or is alleged to be liable (as provided under Section 5.1 of the CCAA) that relates to any obligations of the Petitioners or Related Claims Against Affiliates whereby the directors or officers are

alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations until further order of this Court or until the Plan, if one is filed, is refused by the creditors or is not sanctioned by the Court.

13. ORDERS that no Person shall commence, proceed with or enforce any Proceedings against any of the Directors, officers, employees, legal counsel or financial advisers of Petitioners, the Lenders or the Monitor, for or in respect of the Restructuring (as defined hereinafter) or the formulation and implementation of the Plan without first obtaining leave of this Court, upon seven (7) days written notice to Petitioners' *ad litem* counsel, to BBLF's counsel and to all those referred to in this paragraph whom it is proposed be named in such Proceedings.

Incentive Plan

14. ORDERS that the Incentive Plan pertaining to the Petitioners and the Affiliates (the "**Incentive Plan**") is hereby approved, and that: (i) the Petitioners are authorized to perform their obligations thereunder, including making all payments required in accordance with the terms thereof; and (ii) the Petitioners are authorized to execute and deliver such additional or ancillary documents as may be necessary to give effect to the Incentive Plan, subject to the prior approval of such documents by the Monitor and BBLF, or as may be ordered by this Court.

15. ORDERS that all amounts owing to employees of the Petitioners and their Affiliates pursuant to the Incentive Plan shall be held in trust by Samson Belair Deloitte & Touche for the employees named in the Incentive Plan pursuant to a trust agreement dated June 3, 2008 ("**Trust Agreement**"), shall not form part of the Property (save and except for any amounts that the Petitioners or the Affiliates are entitled to receive pursuant to the terms of the Trust Agreement) and shall be paid to the employees named in the Incentive Plan in accordance with its terms. Should any employee become ineligible to receive a payment under the Incentive Plan, Samson Belair Deloitte & Touche shall return to the Petitioners from the proceeds held in trust, the amounts that were held for the benefit of said employee(s) as well as any remaining trust proceeds pursuant to the terms of the Trust Agreement.

Possession of Property and Carrying on Business

16. ORDERS that, subject to the terms of the Order, Petitioners shall remain in possession of the Property until further order in these proceedings.

17. ORDERS that Petitioners shall continue to carry on its business and financial affairs in a manner consistent with the commercially reasonable preservation of their business and that of the Affiliates (collectively the "**Business**"), the Property and the Affiliates' Property.

18. ORDERS that the Petitioners shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order and to pay to them retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

19. ORDERS that the Petitioners shall be entitled to continue to utilize the central cash management system currently in place or replace it with another substantially similar central cash management system and to continue their current and any futur banking arrangements (collectively, the "**Cash Management System**");

20. ORDERS that any present or future bank, financial institution or person providing the Cash Management System (i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Petitioners of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person other than the Petitioners, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the

Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

21. ORDERS that the Petitioners shall be entitled but not required to pay and fulfill the following expenses and obligations whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses, and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) all outstanding and future trade obligations or related expenses incurred in the ordinary course of business and other amounts related to the preservation of the Property or the Business, including without limitation obligations to customers, suppliers, sales agents, independent contractors, governmental and taxation authorities or other third parties;

(c) the fees and disbursements of any Assistants retained or employed by the Petitioners in respect of these proceedings, at their standard rates and charges; and

(d) such other amounts and obligations as agreed to by the Petitioners and BBLF.

22. ORDERS that, except as otherwise provided to the contrary herein, the Petitioners shall be entitled but not required to pay all reasonable expenses incurred by the Petitioners in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation, all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services.

23. ORDERS that the Petitioners shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Petitioners in connection with the sale of goods and services by the Petitioners, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Petitioners.

24. ORDERS that, except as specifically permitted herein, the Petitioners are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Petitioners to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

25. ORDERS that notwithstanding any other provision of this Order, BBLF shall be entitled to exercise any of its rights and remedies under the asset purchase agreement entered into between inter alia the Petitioners and BBLF on June 11, 2008 (the "**Asset Purchase Agreement**"), including its rights to terminate the Asset Purchase Agreement.

Restructuring

26. DECLARES that, to facilitate the orderly restructuring of its business and financial affairs (the "**Restructuring**"), Petitioners shall have the right, subject to such covenants,

terms and conditions as may be contained in the Amended Credit Agreement and the Definitive Documents (as hereinafter defined), and subject to approval of the Monitor or further order of the Court, to:

(a) permanently or temporarily cease, downsize or shut down any of its operations or locations as it deems appropriate and make provision for the consequences thereof in the Plan;

(b) subject to further order of the Court pursue all avenues to market and sell, subject to subparagraph (c), the Property, in whole or part;

(c) convey, transfer, assign, lease, or in any other manner dispose of the Property, in whole or in part, provided that the price in each case does not exceed $500,000 or $3,000,000 in the aggregate;

(d) terminate the employment of such of its employees or temporarily or permanently lay off such of its employees as it deems appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course or agreed upon by the Petitioners or any one of them and such employee, make provision for any consequences thereof in the Plan, as Petitioners may determine;

(e) subject to paragraphs 28 and 29 hereof, vacate or abandon any leased real property or repudiate any lease and ancillary agreements related to any leased premises as it deems appropriate, provided that Petitioners give the relevant landlord and BBLF at least seven (7) days' prior written notice, on such terms as may be agreed between Petitioners and such landlord, or failing such agreement, to make provision for any consequences thereof in the Plan; and

(f) repudiate such of its agreements, contracts or arrangements of any nature whatsoever, whether oral or written, as the Petitioners or any one of them may deem appropriate, on such terms as may be agreed between Petitioners and the relevant party, or failing such agreement, to make provision for the consequences thereof in the Plan and to negotiate any amended or new agreements or arrangements, and

(g) pursue all avenues of recapitalization and offers for material parts of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any recapitalization or any sale (except as permitted by subparagraph (c), above), including commencing court-supervised proceedings in another jurisdiction to the extent necessary in connection with such recapitalization or sale, all of the foregoing to permit the Petitioners to proceed with an orderly restructuring, recapitalization and/or sale of the Business.

27. DECLARES that, in order to facilitate the Restructuring, Petitioners may, subject to approval of the Monitor and BBLF, settle claims of customers and suppliers that are in dispute.

28. DECLARES that, if leased premises are vacated or abandoned by Petitioners pursuant to subparagraph 25e), the landlord may take possession of any such leased premises without waiver of, or prejudice to, any claims or rights of the landlord against Petitioners, provided the landlord mitigates its damages, if any, and re-leases any such leased premises to third parties on such terms as any such landlord may determine.

29. ORDERS that if a lease is repudiated by the Petitioners or any one of them in accordance with sub-paragraph 25e) of this Order, then (a) during the notice period prior to the effective time of the repudiation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Petitioners and the Monitor 24 hours' prior written notice, and (b) at the effective time of the repudiation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Petitioners in respect of such lease or leased premises and such landlord shall be entitled to notify the Petitioners of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

30. ORDERS THAT Petitioners shall provide to any relevant landlord notice of Petitioners' intention to remove any fixtures or leasehold improvements at least seven days in advance. If Petitioners has already vacated the leased premises, it shall not be considered

to be in occupation of such location pending the resolution of any dispute. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes such Petitioners' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and such Petitioners, or by further Order of this Court upon application by such Petitioners on at least two (2) days' notice to such landlord and any such secured creditors. If such Petitioners repudiates the lease governing such leased premises in accordance with this Order, they shall not be required to pay rent under such lease pending resolution of any such dispute, and the repudiation of the lease shall be without prejudice to such Petitioners' claim to the fixtures in dispute.

31. DECLARES that, pursuant to sub-paragraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5, Petitioners is permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in its possession or control to stakeholders or prospective investors, financiers, buyers or strategic partners and to its advisers (individually, a "**Third Party**"), but only to the extent desirable or required to negotiate and complete the Restructuring or the preparation and implementation of the Plan or a transaction for that purpose, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with Petitioners binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the transaction or Restructuring then under negotiation. Upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to Petitioners or destroyed. In the event that a Third Party acquires personal information as part of the Restructuring or the preparation and implementation of the Plan or a transaction in furtherance thereof, such Third Party may continue to use the personal information in a manner which is in all respects identical to the prior use thereof by Petitioners.

Interim Financing

32. ORDERS that the Petitioners are hereby authorized to borrow under the existing Credit Agreement dated January 9, 2007, as amended (the "**Credit Agreement**"), between, *inter alia*, the Petitioners, BBLF as administrative and collateral agent (the "**Agent**") and lender, certain other lenders (as defined in the Credit Agreement), and HSBC Bank Canada, (BBLF, the other lenders and HSBC Bank Canada being collectively referred to as the "**Lenders**") and the existing security documentation related thereto (the "**Lenders' Security**") and to enter into, whether as borrower or guarantor, Amendment No. 5 to Credit Agreement dated June 11, 2008 (together with the Credit Agreement, the "**Amended Credit Agreement**") and to perform their respective obligations thereunder.

33. ORDERS that notwithstanding any other provision of this Order, the Petitioners are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Amended Credit Agreement or as may be reasonably required by the Agent or the Lenders pursuant to the terms thereof, and the Petitioners are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the Agent and the Lenders under and pursuant to the Amended Credit Agreement and the Definitive Documents as and when the same become due and are to be performed.

34. ORDERS that all of the Property of the Petitioners, including the immovable and real properties listed in Schedule A attached to this Order, is hereby charged by a movable or immovable hypothec, as applicable, in the amount of $50,000,000, and a mortgage, lien and security interest (such hypothecs, mortgage, lien and security interest, the "**Interim Lenders Charge**") in favour of BBLF, in its capacity as Agent under the Amended Credit Agreement, to secure the Obligations (as defined in the Amended Credit Agreement) of the Petitioners with respect to Loans (as defined in the Amended Credit Agreement) of the Canadian Revolving Commitment Increase made on or after the date hereof ("**Interim Financing**"), which Interim Lenders' Charge shall have the priority and ranking set out in paragraphs 48 and 49.

35. ORDERS that the Agent and the Lenders shall be treated as unaffected creditors in these proceedings and in any plan of arrangement or compromise that may be filed by the Petitioners under the CCAA, or any proposal that may be filed by the Petitioners under the *Bankruptcy and Insolvency Act* (the "**BIA**") and that the Agent and the Lenders shall be entitled to exercise their rights and remedies under or in connection with the Amended Credit Agreement, the Definitive Documents, the Lenders' Security and the Interim Lender's Charge in accordance with paragraph 37 herein, but subject to paragraph 36.

36. ORDERS that, notwithstanding any other provision of the Order:

(a) the Agent may take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the Interim Lenders Charge, the Amended Credit Agreement and the Definitive Documents in all jurisdictions where it deems it is appropriate; and

(b) the Lenders may refuse to make any advance to Petitioners or terminate the Amended Credit Agreement or any facility thereunder in accordance with and to the extent provided in the provisions of the Amended Credit Agreement and the Definitive Documents;

37. ORDERS that:

(a) upon the occurrence of a default under the Amended Credit Agreement, the Lenders' Security, Definitive Documents or the Interim Lenders' Charge, the Agent or the Lenders, as applicable, upon two (2) days' notice to counsel of the Petitioners and the Monitor, i) may exercise any and all of its rights and remedies against the Petitioners or the Property, including without limitation, their right to set off and/or consolidate any amounts owing by the Lenders to the Petitioners against the obligations of the Petitioners to the Lenders under the Amended Credit Agreement, the Definitive Documents or the Interim Lenders' Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against any of the Petitioners and for the appointment of a trustee in bankruptcy of any of the Petitioners, and ii) shall be entitled to seize and retain proceeds from the sale of the Property and the cash flow of the Petitioners to repay amounts owing to the Lenders or the Agent; and

(b) the foregoing rights and remedies of the Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioners or the Property.

38. ORDERS that no order shall be made varying, rescinding, or otherwise affecting paragraphs 32 to 37 hereof, unless either (a) notice of at least seven (7) clear days of the presentation of such proceedings is served on counsel to the Petitioners, the Monitor and counsel to the Agent and the Lenders by the moving party, or (b) the Agent and/or the Lenders apply for or consent to such order.

Directors Indemnification and Charge

39. ORDERS that, in addition to any existing indemnities, Petitioners shall indemnify each of their Directors, from and against the following (collectively, "**D&O Claims**"):

(a) all costs (including, without limitation, full defence costs), charges, expenses, claims, liabilities and obligations, of any nature whatsoever, which may arise on or after the date of the Order (including, without limitation, an amount paid to settle an action or a judgment in a civil, criminal, administrative or investigative action or proceeding to which a Director may be made a party), provided that any such liability is sustained or incurred by reason of or in relation to their respective capacities as directors and/or officers of the Petitioners or the Affiliates, relates to such Director in that capacity, and, provided that such Director (i) acted honestly and in good faith in the best interests of Petitioners or an Affiliate, as applicable and (ii) in the case of a criminal or administrative action or proceeding in which such Director would be liable to a monetary penalty, such Director had reasonable grounds for believing his or her conduct was lawful, except if such Director has actively breached any fiduciary duties or has been grossly negligent or guilty of wilful misconduct; and

(b) all costs, charges, expenses, claims, liabilities and obligations relating to the failure of Petitioners or any Affiliates to make any payments or to pay amounts in respect of employee or former employee entitlements to wages, vacation pay, termination pay, severance pay, pension or other benefits, or any other amount for services performed on or after the date of the Order and that such Directors sustain, by reason of their association with Petitioners and/or their Affiliates as a Director, except to the extent that they have actively breached any fiduciary duties or have been grossly negligent or guilty of wilful misconduct.

The foregoing shall not constitute a contract of insurance or other valid and collectible insurance, as such term may be used in any existing policy of insurance issued in favour of Petitioners or any of the Directors.

40. ORDERS that all of the Property of the Petitioners, including the immovable and real properties listed as Schedule "A" to this Order, is hereby charged by a movable or immovable hypothec, mortgage, lien and security interest to the extent of the aggregate amount of $7,500,000 as security for the obligation of Petitioners to indemnify the Directors pursuant to paragraph 39 hereof in favour of the Directors (the "**D&O Charge**"), having the priority established by paragraphs 50 and 51 hereof. Such D&O Charge shall not constitute or form a trust. Such D&O Charge, notwithstanding any language in any applicable policy of insurance to the contrary, shall only apply to the extent that the Directors do not have coverage under any directors' and officers' insurance, which shall not be excess insurance to the D&O Charge. In respect of any D&O Claim against any of the Directors (collectively, the "**Respondent Directors**"), if such Respondent Directors do not receive confirmation from the applicable insurer within 21 days of delivery of notice of the D&O Claim to the applicable insurer, confirming that the applicable insurer will provide coverage for and indemnify the Respondent Directors, then, without prejudice to the subrogation rights hereinafter referred to, Petitioners shall pay the amount of the D&O Claim upon expiry. Failing such payment, the Respondent Directors may enforce the D&O Charge provided that the Respondent Directors shall reimburse Petitioners to the extent that they subsequently receive insurance benefits for the D&O Claim paid by Petitioners, and provided further that Petitioners shall, upon payment, be subrogated to the rights of the Respondent Directors to recover payment from the applicable insurer as if no such payment had been made.

41. ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Directors shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 39 of this Order.

Powers of the Monitor

42. ORDERS that Alvarez & Marsal Canada ULC is hereby appointed to monitor the Property, and the Petitioners' conduct of the Business and financial affairs as an officer of this Court (the "**Monitor**") and that the Monitor shall, in addition to the duties, powers and functions referred to in Section 11.7 of the CCAA:

(a) send notice of the Order, within 10 days, to every known creditor of Petitioners having a claim of more than $1,000 against any Petitioners at their address as they appear on such Petitioners' records, advising that such creditor may obtain a copy of the Order on the internet at the website of the Monitor www.alvarezandmarsal.com/maax (the "**Website**") or, failing that, from the Monitor and the Monitor shall so provide it. Such notice shall be sufficient in accordance with Subsection 11(5) of the CCAA;

(b) advise and assist Petitioners, to the extent required by Petitioners, in dealing with its creditors and other interested Persons during the Stay Period;

(c) advise and assist Petitioners, to the extent required by Petitioners, with the preparation of its cash flow projections and any other projections or reports and the development, negotiation and implementation of the Plan;

(d) assist the Petitioners, to the extent requested by the Petitioners, in fulfilling the Petitioners' reporting obligations under the Definitive Documents and the Amended Credit Agreement;

(e) advise and assist Petitioners, to the extent required by Petitioners, to review Petitioners' business and assess opportunities for cost reduction, revenue enhancement and operating efficiencies;

(f) advise and assist Petitioners, to the extent required by the Petitioners, in connection with any Restructuring, including, commencing and conducting court-supervised proceedings in respect of a Restructuring, whether before this Honourable Court or otherwise, and acting as a foreign representative of the Petitioners in any foreign proceedings commenced by the Petitioners with respect to a Restructuring;

(g) advise and assist Petitioners with the holding and administering of any meetings held to consider the Plan;

(h) report to the Court on the state of the business and financial affairs of Petitioners or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order;

(i) report to this Court and interested parties, including but not limited to creditors affected by the Plan, with respect to the Monitor's assessment of, and recommendations with respect to, the Plan;

(j) retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of the Order, including, without limitation, one or more entities related to or affiliated with the Monitor;

(k) engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of its powers or the discharge of its obligations in these proceedings and any related proceeding, under the Order or under the CCAA;

(l) may act as a "foreign representative" of Petitioners in any proceedings outside of Canada including without limitation a Chapter 15 proceeding under the U.S. Bankruptcy Code in respect of the MAAX Group;

(m) advise the Petitioners in its preparation of the Petitioners' cash flow statements and reporting required by the Lenders, which information shall be reviewed with the Monitor and delivered to the Lenders and its counsel on a periodic basis, but not less than on a weekly basis, or as otherwise agreed to by the Lenders; and

(n) perform such other duties as are required by the Order, the CCAA or this Court from time to time.

The Monitor shall not otherwise interfere with the business and financial affairs carried on by Petitioners, and the Monitor shall not take possession of the Property, and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

43. ORDERS that Petitioners and its directors, officers, employees and agents, accountants, auditors and all other Persons having notice of the Order shall forthwith provide the Monitor with unrestricted access to all of the Property, including, without limitation, the premises, books, records, data, including data in electronic form, and all other documents of Petitioners in connection with the Monitor's duties and responsibilities hereunder.

44. ORDERS that the Petitioners and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Petitioners pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

45. DECLARES that the Monitor may provide creditors and other relevant stakeholders of Petitioners with information in response to requests made by them in writing addressed to the Monitor and copied to Petitioners' counsel. The Monitor shall not have any duties or liabilities in respect of such information disseminated by it pursuant to the provisions of the Order or the CCAA, other than as provided in paragraph [47] hereof. In the case of information that the Monitor has been advised by Petitioners is confidential, proprietary or competitive, the Monitor shall not provide such information to any Person without the consent of Petitioners unless otherwise directed by this Court or on such terms as the Monitor and the Petitioners may agree.

46. DECLARES that the Monitor shall not be, nor be deemed to be, an employer or a successor employer of the employees of Petitioners or a related employer in respect of Petitioners within the meaning of any federal, provincial or municipal legislation governing employment, labour relations, pay equity, employment equity, human rights, health and safety or pensions or any other statute, regulation or rule of law or equity for any similar purpose and, further, that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") nor be deemed to be in Possession, charge, management or control of the Property or business and financial affairs of Petitioners pursuant to any federal, provincial or municipal legislation, statute, regulation or rule of law or equity which imposes liability on the basis of such status, including, without limitation, the *Environment Quality Act* (Quebec), the *Canadian Environmental Protection Act, 1999* or the *Act Respecting Occupational Health and Safety* (Quebec) or similar other federal or provincial legislation.

47. DECLARES that, in addition to the rights and protections afforded to the Monitor by the CCAA, the Order or its status as an officer of the Court, the Monitor shall not incur any liability or obligation as a result of its appointment and the fulfilment of its duties or the provisions of the Order, save and except any liability or obligation arising from the gross negligence or wilful misconduct, and no action or other proceedings shall be commenced against the Monitor relating to its appointment, its conduct as Monitor or the carrying out the provisions of any order of this Court, except with prior leave of this Court, on at least seven days notice to the Monitor and its counsel. The entities related to or affiliated with the Monitor referred to in subparagraph [42(j)] hereof shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.

48. ORDERS that Petitioners shall pay the fees and disbursements of the Monitor, the Monitor's legal counsel, Petitioners' legal counsel and other advisers, incurred in connection with or with respect to the Restructuring, whether incurred before or after the Order, and the Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Petitioners as and when received and, in addition, the Petitioners are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Petitioners, reasonable retainers to be held by them as

security for payment of their respective fees and disbursements outstanding from time to time, if so requested.

49. ORDERS that all of the Property of the Petitioners, including the immovable and real properties listed in Schedule A of this Order, is hereby charged by a movable or immovable hypothec, mortgage, lien and security interest to the extent of the aggregate amount $1,000,000 in favour of the Monitor, the Monitor's legal counsel, the Petitioners' legal counsel and other advisers, as security for the professional fees and disbursements incurred both before and after the making of the Order in respect of these proceedings, the Plan and the Restructuring, in addition to the retainers referred to paragraph 48 hereof (the "**Administration Charge**"), having the priority established by paragraphs 50 and 51 hereof;

Priorities and General Provisions Relating to CCAA Charges

50. DECLARES that the priorities and ranking of the Administration Charge, D&O Charge and the Interim Lenders' Charge (collectively, the "**CCAA Charges**"), as between them with respect to any Property to which they apply, shall be as follows:

(a) first, the Administration Charge (to a maximum amount of $1,000,000);

(b) second, the D&O Charge (to a maximum amount of $7,500,000); and

(c) third, the Interim Lenders' Charge.

51. DECLARES that each of the CCAA Charges shall rank in priority to any and all other hypothecs, prior claims, mortgages, liens, security interests, priorities, conditional sale agreements, financial leases, charges, encumbrances or security of whatever nature or kind (collectively, "**Encumbrances**") affecting any of the Property in favour of any Person.

52. ORDERS that the filing, registration or perfection of the CCAA Charges shall not be required, and that the CCAA Charges shall be valid, enforceable and opposable against third persons for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the CCAA Charges coming into

existence, notwithstanding the absence of any Definitive Documents further evidencing the Interim Lenders' Charge or any such filing, registration, recording or perfecting of the CCAA Charges.

53. ORDERS that, except as otherwise expressly provided for herein, Petitioners shall not grant any Encumbrances in or against any Property that rank in priority to, or pari passu with, any of the CCAA Charges unless Petitioners obtain the prior written consent of the Monitor, the beneficiaries of the CCAA Charges and the prior approval of the Court.

54. DECLARES that each of the CCAA Charges shall affect and attach to, as of the Effective Time of the Order, all Property of Petitioners, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

55. DECLARES that the CCAA Charges, the Amended Credit Agreement and the Definitive Documents and the rights and remedies of the beneficiaries of such CCAA Charges including the Lenders, as applicable, shall be valid and enforceable and shall not otherwise be limited or impaired in any way by: (i) these proceedings and the declaration of insolvency made herein; (ii) any petition for a receiving order filed pursuant to the BIA in respect of Petitioners or any receiving order made pursuant to any such petition or any assignment in bankruptcy made or deemed to be made in respect of Petitioners; (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds Petitioners (a "**Third Party Agreement**"), or the provisions of any federal or provincial statutes and notwithstanding any provision to the contrary in any Third Party Agreement:

(a) the creation of any of the CCAA Charges, or the execution, delivery, perfection, registration or performance of the Amended Credit Agreement or any of the Definitive Documents shall not create or be deemed to constitute a breach by Petitioners of any Third Party Agreement to which it is a party; and

(b) any of the beneficiaries of the CCAA Charges or the Lenders shall not have liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.

56. DECLARES that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiving order filed pursuant to the BIA in respect of Petitioners and any receiving order allowing such petition or any assignment in bankruptcy made or deemed to be made in respect of Petitioners, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by Petitioners pursuant to the Order and the granting of the CCAA Charges, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.

57. DECLARES that the CCAA Charges shall be valid and enforceable as against all Property of Petitioners and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of Petitioners, for all purposes.

General

58. DECLARES that the Order and any proceeding or affidavit leading to the Order, shall not, in and of themselves, constitute a default or failure to comply by Petitioners under any statute, regulation, licence, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.

59. DECLARES that, except as otherwise specified herein, Petitioners is at liberty to serve this Order, any notice, proof of claim form, proxy, circular or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of Petitioners and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.

60. DECLARES that Petitioners may serve any court materials in these proceedings on all represented parties electronically, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that Petitioners shall deliver "hard

copies" of such materials upon request to any party as soon as practicable thereafter. The Monitor may post a copy of any or all such materials on its Website.

61. DECLARES that any party in these proceedings, other than Petitioners, may serve any court materials electronically, by emailing a PDF or other electronic copy of all materials to counsels' email addresses, provided that such party shall deliver both PDF or other electronic copies and "hard copies" of all materials to counsel to Petitioners and the Monitor and to any other party requesting same.

62. DECLARES that, unless otherwise provided herein or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings, unless such Person has served a Notice of Appearance on the solicitors for Petitioners and the Monitor and has filed such notice with this Court.

63. DECLARES that, except where otherwise expressly indicated, all dollar amounts are expressed in Canadian dollars.

64. DECLARES that Petitioners or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of the Order on notice only to each other.

65. ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Petitioners, the Business or the Property.

66. DECLARES that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon giving seven (7) days notice to Petitioners, the Monitor, BBLF 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.

67. ORDER that any notice or other communication to be given by any party to the Monitor or to the Petitioners or BBLF shall be addressed to:

Petitioner's Counsel: Borden Ladner Gervais LLP
1000 De La Gauchetière West
Suite 900

Montreal, Quebec
H3B 5H4

Attention : Marc Duchesne and Isabelle Desharnais

Fax : 514 954-1905
e-mail: mduchesne@blgcanada.com
and idesharnais@blgcanada.com

Goodmans LLP
250 Yonge Street
Suite 2400
Toronto, Ontario
M5B 2M6

Attention : Robert J. Chadwick and David Bish
Fax: 416 979-1234
e-mail: rchadwick@goodmans.ca and dbish@goodmans.ca

The Monitor:

Alvarez & Marsal Canada ULC
Royal Bank Plaza, South Tower
200 Bay Street
Suite 2000
Toronto, Ontario
M5J 2J1

Attention: Douglas R. McIntosh
Fax: 416 847-5201
e-mail: dmcintosh@alvarezandmarsal.com

The Monitor's counsel:

Davies Ward Phillips & Vineberg
1501 McGill College Avenue
26th Floor
Montreal, Quebec
H3A 3N9

Attention: Denis Ferland
Fax: 514 841-6499
e-mail: dferland@dwpv.com

BBLF's counsel:

Osler, Hoskin & Harcourt
1000, De La Gauchetière West
Suite 2100
Montreal, Quebec
H3B 4W5

Attention : Sandra Abitan
Fax: 514 904-8101

e-mail : sabitan@osler.com

Attention: Marc Wasserman
Fax: 416 862-6666
e-mail: mwaserman@osler.com

68. DECLARES that the Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.

69. DECLARES that the Monitor, with the prior consent of Petitioners, shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and any subsequent orders of this Court and, without limitation to the foregoing, an order under section 304 of the *U.S. Bankruptcy Code*, for which the Monitor shall be the foreign representative of Petitioners. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.

70. REQUESTS the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

71. ORDERS that the press release to be issued with respect to this Order shall include a notice to the effect that the hearing of the Motion for Approval of the Sale of Assets and Vesting Order will be presented on June 26, 2008, at 9:15 a.m. before the Quebec Superior Court for the judicial district of Montreal in room 16.12 of the Montreal Courthouse.

72. ORDERS the provisional execution of the Order notwithstanding any appeal and without the necessity of furnishing any security.

Montreal (Quebec), June 12, 2008

Honourable Brian Riordan, J.C.S.

COPIE CONFORME
Elaine C-Nouveau
Greffier adjoint

SCHEDULE A

List of Charged Immovable and Real Property

Address	Owner	Description
600, 620 and 624 Cameron Road, Sainte-Marie, Québec, Canada, G6E 1B2	MAAX Canada Inc.	An emplacement situated in the City of Sainte-Marie, Province of Québec, composed of: (a) Lot number THREE MILLION TWO HUNDRED AND FIFTY-THREE THOUSAND NINE HUNDRED AND THIRTY-EIGHT (3 253 938) of the Cadastre du Québec, Registration Division of Beauce; and (b) Lot number THREE MILLION FIVE HUNDRED AND FIFTY-ONE THOUSAND TWO HUNDRED AND NINETY-SEVEN (3 551 297) of the Cadastre du Québec, Registration Division of Beauce. Together with all the buildings thereon erected and, more particularly, the buildings bearinc civic numbers 600, 620 and 624 Cameron Road, City of Sainte-Marie, Province of Québec, G6E 1B2.
333 Saint-Albert Street, Tring-Jonction, Québec, Canada, G0N 1X0	MAAX Canada Inc.	An emplacement situated in the Village of Tring-Jonction, Province of Québec, composed of: (a) A part of lot number ONE HUNDRED NINETY-NINE (Pt. 199) of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce, of irregular form, bounded as follows: to the North-East, by a part of lot 199, measuring along this limit, 46,33 metres; to the East, by a part of lot 199, measuring along this limit, 31,24 metres; to the South-East, by a part of lot 199, measuring along this limit, 22,86 metres; to the South-West, by a part of lot 199, being Saint-Albert Street, measuring along this limit, 112,78 metres; to the North-West, by a part of lot 199, measuring along this limit, 36,58 metres; to the North-East, by a part of lot 199, measuring along this limit, 39,01 metres; to the North-West, by a part of lot 199, measuring along this limit, 1,52 metres; containing an area of 4 028,1 square metres. The South corner of this part of lot is situated at a distance of 55,69 mètres to the South-East of the East corner of lot 200-6 of the said Official Cadastre and is situated on the North-East limit of Saint-Albert Street; (b) A part of lot number TWO HUNDRED (Pt. 200) of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce, of

Address	Owner	Description
		irregular figure, bounded as follows: to the North-East, by a part of lot 200, measuring along this limit, 22,22 metres; to the South-East, by a part of lot 200, measuring along this limit, 54,62 metres; to the South-West, by a part of lot 34 et by lots 34-1, 34-2 et 34-7, Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce, measuring along this limit, 88,15 metres; to the North, by a part of lot 200, measuring along this limit, 26,21 metres, 26,95 metres and 31,21 metres; containing an area of 2 983,5 square metres. The East corner of this part of lot is situated at a distance of 48,16 metres to the North-West of the South corner of lot 200-6 and is situated on the South-West limit of Paré Street. The West corner of this part of lot coincide with the North corner of lot 34-7, Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; and (c) Subdivision number SIX of original lot number TWO HUNDRED (200-6) of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce. Together with all the buildings thereon erected and, more particularly, the building bearing civic number 333 Saint-Albert Street, Village of Tring-Jonction, Province of Québec, G0N 1X0.
1297-1297A 2nd Street, Industrial Park, Sainte-Marie, Québec, Canada, G6E 1G7	MAAX Canada Inc.	An emplacement situated in the City of Sainte-Marie, Province of Québec, known and designated as being lot number THREE MILLION TWO HUNDRED FIFTY-FOUR THOUSAND AND TWENTY-FIVE (3 254 025) of the Cadastre du Québec, Registration Division of Beauce. Together with all the buildings thereon erected and, more particularly, the building bearing civic numbers 1297-1297A 2nd Street, Industrial Park, City of Sainte-Marie, Province of Québec, G6E 1G7.
320 Route 112, Tring-Jonction, Québec, Canada, G0N 1X0	MAAX Canada Inc.	An emplacement situated in the Village of Tring-Jonction, Province of Québec, composed of: (a) Subdivision number FIFTY-SEVEN of original lot number THIRTY-SEVEN (37-57), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (b) A part of original lot number THIRTY-

Address	**Owner**	**Description**
		SEVEN (Pt. 37), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce, of irregular form, bounded as follows: to the North-West, by lots 37-8, 37-9, 37-10, 37-11, 37-12, 37-13, 37-14 and 37-15, measuring along this limit, 228,64 metres; to the North-East, by lot 37-3, measuring along this limit, 24,38 metres; to the East, by lot 37-3, measuring along this limit, 9,58 metres, along the arc of a curve having a radius of 6,10 metres, to the South-East, by lot 37-3, measuring along this limit, 222,54 metres; to the South-West, by a part of lot 37, measuring along this limit, 30,48 metres; containing an area of 6 959,5 square metres; (c) A part of original lot number THIRTY-SEVEN (Pt. 37), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; of irregular form, bounded as follows : to the North-West, by lot 37-3, measuring along this limit, 153,01 metres and 8,12 metres along the arc of a curve having a radius of 21,34 metres; to the North, by lot 37-57, measuring along this limit, 48,50 metres; to the North-West, by lot 37-57, measuring along this limit, 25,91 metres; to the North-East, by a part of lot 37, measuring along this limit, 45,68 metres; to the South-East, by lot 37-4, measuring along this limit, 208,82 metres; to the South, by lot 37-4, measuring along this limit, 8,53 metres, along the arc of a curve having a radius of 6,10 metres; to the South-West, by lot 37-4, measuring along this limit, 43,64 metres; to the West, by lot 37-4, measuring along this limit, 9,59 metres, along the arc of a curve having a radius of 6,10 metres; containing an area of 13 884,6 square metres; (d) A part of original lot number THIRTY-SEVEN (Pt. 37), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; of irregular form, bounded as follows: to the North-West, by lot 37-3, measuring along this limit, 106,20 metres; to the North, by lot 37-4, measuring along this limit, 9,58 metres, along the arc of a curve having a radius of 6,10 metres; to the North-East, by lot 37-4, measuring along this limit, 43,64 metres; to the North, by lot 37-4, measuring along this limit, 29,86 metres, along the arc of a curve having a radius of 21,34 metres; to the North-West, by lot 37-4, measuring along this limit, 210,12 metres and

Address	Owner	Description
		86,66 metres; to the North, by lot 37-4, measuring along this limit, 9,58 metres, along the arc of a curve having a radius of 6,10 metres; to the North-East, by a part of lot 37, being Avenue des Sables, measuring along this limit, 51,63 metres; to the South-East and to the South, by a part of lot 266, measuring along this limit, 406,42 metres, along the arc of a curve having a radius of 842,71 metres, and 59,23 metres; to the South-West, by a part of lot 37, being the widening of Chemin du Rang II, measuring along this limit, 27,42 metres; to the West, by lot 37-3, measuring along this limit, 8,45 metres, along the arc of a curve having a radius of 6,10 metres; containing an area of 23 112,6 square metres; (e) Subdivision number THREE of original lot number THIRTY-SEVEN (37-3), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (f) Subdivision number FOUR of original lot number THIRTY-SEVEN (37-4), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (g) Subdivision number EIGHT of original lot number THIRTY-SEVEN (37-8), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (h) Subdivision number NINE of original lot number THIRTY-SEVEN (37-9), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (i) Subdivision number TEN of original lot number THIRTY-SEVEN (37-10), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (j) Subdivision number ELEVEN of original lot number THIRTY-SEVEN (37-11), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (k) Subdivision number TWELVE of original lot number THIRTY-SEVEN (37-12), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (l) Subdivision number THIRTEEN of original lot number THIRTY SEVEN (37-13), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division

Address	Owner	Description
		of Beauce; (m) Subdivision number FOURTEEN of original lot number THIRTY-SEVEN (37-14), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; and (n) Subdivision number FIFTEEN of original lot number THIRTY-SEVEN (37-15), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce. Together with all the buildings thereon erected and, more particularly, the building bearing civic number 320 Route 112, Village of Tring-Jonction, Province of Québec, G0N 1X0.
405 East Lake Road, Airdrie, Alberta, Canada, T4A 2J7	MAAX Canada Inc.	Plan 8110274, Block 9, Lot 4, excepting thereout all mines and minerals.
4225 Spallumcheen Drive, Armstrong, British Columbia, Canada, V0E 1B0	MAAX Canada Inc.	Lot 1, Section 24, Township 7 Osoyoos Division Yale District, Plan KAP73531, Township of Spallumchen, British Columbia.
Vacant land on Cameron Road, Sainte-Marie, Québec, Canada	MAAX Corporation	A vacant emplacement situated in the City of Sainte-Marie, Province of Québec, known and designated as being lot number THREE MILLION FIVE HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED AND NINETY-EIGHT (3 551 298) of the Cadastre du Québec, Registration Division of Beauce.

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

File: No: 500-11-033561-081

SUPERIOR COURT
(Commercial Division)

Montreal, July 10, 2008

Present: The Honourable Jean-François Buffoni, J.C.S.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

MAAX CORPORATION,

MAAX CANADA INC.,

MAAX SPAS (Ontario Inc.),

4200217 CANADA INC.

MAAX CABINETS INC.

Initial Petitioners

And

MAAX KSD LLC,

Aker Plastics Company Inc.,

MAAX Spas (Arizona), Inc.

MAAX-Hydro Swirl Manufacturing Corp.

MAAX Midwest, Inc.

Pearl Baths LLC

Additional Petitioners

And

ALVAREZ & MARSAL CANADA ULC

Monitor

ORDER

(Extending CCAA protection to Additional Petitioners)

SEEING the Initial Petitioners and Additional Petitioners' *Motion for an order extending CCAA protection to Additional Petitioners* (the "**Motion**"), reading the affidavit of Paul Golden sworn July 8, 2008 and the Alvarez & Marsal Canada ULC (the "**Monitor**") Second Report dated July 9, 2008, and hearing the submissions of counsel for the Initial Petitioners and Additional Petitioners and for the Monitor; and

GIVEN the provisions of the CCAA;

WHEREFORE THE COURT:

A. **GRANTS** the present Motion.

B. **EXEMPTS** the Initial Petitioners and the Additional Petitioners from having to serve the Motion and from any notice of presentation.

C. **ORDERS** that the Second Report of the Monitor be and is hereby accepted and approved and the actions and activities of the Monitor described therein be and are hereby approved;

D. **ORDERS** that the Additional Petitioners are companies to which the CCAA applies; and

E. **ORDERS** that, from the date hereof, all provisions of the Initial CCAA Order rendered by this Honourable Court on June 12, 2008, as may be amended or extended from time to time including by the Order of this Honourable Court dated June 26, 2008, shall apply to the Additional Petitioners, *mutatis mutandi*.

F. **ORDERS** the provisional execution of the Order notwithstanding any appeal and without the necessity of furnishing any security.

Honourable Jean-François Buffoni, J.C.S.

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CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

File: No: 500-11-033561-081

Le 10 juillet 2008
8.16.12
Hon. Jean-François Buffoni j.c.s.
Requête accueillie suivant le jugement écrit signé ce jour.
Voir jugement.
D. Briz, g.a.s.

SUPERIOR COURT

Commercial Division

Montreal, July 10, 2008

Present: The Honourable Jean-François Buffoni, J.C.S.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

MAAX CORPORATION,

MAAX CANADA INC.,

MAAX SPAS (ONTARIO) INC.,

4200217 CANADA INC. AND

MAAX CABINETS INC.

Petitioners

And

MAAX KSD LLC,

Aker Plastics Company Inc.,

MAAX Spas (Arizona), Inc.

MAAX-Hydro Swirl Manufacturing Corp.

MAAX Midwest, Inc.

Pearl Baths LLC

Additional Petitioners

And

ALVAREZ & MARSAL CANADA ULC

Monitor

And

BROOKFIELD BRIDGE LENDING FUND INC.

Registrar of the Land Registry Office of the Province of Quebec for the Registration Division of Beauce,

Registrar of the Register of Personal and Movable Real Rights of Quebec,

Land Title and Survey Authority of BC (Kamloops Land Title Office),

South Alberta Land Registration District (Land Titles Office),

Mis en cause

SALE AND VESTING ORDER

SEEING the Petitioners' Motion for Approval of the Sale of Assets and Vesting Order (the "**Motion**"), reading the affidavit of Mark Belanger sworn June 11, 2008 (the "**Affidavit**") in support thereof and the Monitor's Report dated June 25, 2008 (the "**Monitor's Report**"), and hearing the submissions of counsel for the Petitioners, the Buyer (as defined herein) and Alvarez & Marsal Canada ULC (the "**Monitor**");

GIVEN the Order rendered this day by this Honourable Court extending the CCAA protection to the Additional Petitioners (the Petitioners and the Additional Petitioners collectively hereinafter referred as the "**Petitioners**"); and

GIVEN the provisions of the CCAA.

WHEREFORE THE COURT:

[1] **GRANTS** the present Motion;

[2] **ORDERS** that the time for service of the Motion and the Monitor's Report be and is hereby abridged and that the Motion is properly presentable and declares that the service of the Motion constitutes good and sufficient service on all persons and further declares that the Petitioners are relieved of any further requirements for service of the Motion;

[3] **ORDERS** that the First Report of the Monitor be and is hereby accepted and approved and the actions and activities of the Monitor described therein be and are hereby approved;

[4] **ORDERS AND DECLARES** that the Asset Purchase Agreement between, *inter alia*, the Petitioners and Brookfield Bridge Lending Fund Inc. ("**BBLF**") made as of June 11, 2008 (the "**Purchase Agreement**"), and the sale of Petitioners' assets contemplated therein (the "**Transaction**") are hereby approved and ratified, and that same are commercially reasonable and in the best interests of the Petitioners and their stakeholders;

[5] **ORDERS** that the Petitioners are authorized and hereby 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 (the "**Conveyance**") of the Purchased Assets (as defined in the Purchase Agreement) to BBLF, its assignee(s) or such other person as may be directed by BBLF in accordance with the Purchase Agreement (the "**Buyer**");

[6] **ORDERS AND DECLARES** that upon delivery to the Buyer of a Monitor's certificate substantially in the form attached hereto as Schedule "A" (the "**Monitor's Certificate**"), all of the Petitioners' right, title and interest in and to the Purchased Assets shall vest absolutely, exclusively and forever with the Buyer, free and clear of and from any and all encumbrances, rights, claims, titles, interests, prior claims, pledges, security interests (whether contractual, statutory, or otherwise), hypothecs, hypothecations, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, judgments, writs of seizure and sale, options, adverse claims, levies, charges, priorities, or other financial or monetary claims, whether or not they have been rendered opposable against third persons or have attached or been perfected, registered or filed and whether

secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing, any Claims in respect of: (i) all hypothecs, charges, security interests or claims evidenced or perfected by registrations pursuant to any movable or personal property registry system including the Register of Personal and Movable Real Rights of Quebec (the "**RPMRR**"); (ii) the 9.75% Senior Subordinated Notes due 2012 issued by MAAX Corporation (the "**Notes**"), iii) any guarantees of such Notes granted by any of the Petitioners or their affiliates; and (iv) those Claims listed on Schedule "B" attached hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, servitudes, easements and restrictive covenants listed in Schedule "C" attached hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged, radiated and discharged as against the Purchased Assets and **DECLARES** that the Buyer is authorized to file such financing change statements under the Personal Property Security Act (Ontario) or any equivalent legislation in any province or territory to record the discharges granted herein;

[7] **ORDERS** that with respect to the Additional Petitioners only, this Order is subject to the issuance of a final Order of a U.S. court of appropriate jurisdiction authorizing the transfer of any of the Purchased Assets that are located within the territorial jurisdiction of the United States, free and clear of all Encumbrances (as defined herein) .

[8] **ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Buyer;.

[9] **ORDERS AND DIRECTS** the Monitor to issue and deliver to the Buyer the Monitor's Certificate upon written confirmation by Petitioners and the Buyer that all conditions precedent to the closing of the Transaction have been satisfied or waived;

[10] **ORDERS** that upon the registration in the applicable land registry office of a deed of transfer or equivalent document in the applicable prescribed forms, duly executed by the Petitioners, and of an application for registration of vesting order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby ordered and directed to enter the Buyer as the owner of the subject immovable or real property identified in Schedule "D" attached hereto (the **"Immovable Property"**) and is hereby directed to delete, radiate and discharge from title to the Immovable Property all of the Claims listed in Schedule "B" attached hereto;

[11] **ORDERS AND DIRECTS** the Registrar of the Land Registry Office of the Province of Quebec for the Registration Division of Beauce, the Registrar of the RPMRR, the Land Title and Survey Authority of BC (Kamloops Land Title Office) and the South Alberta Land Registration District (Land Titles Office) to accept, upon payment of the prescribed fees, a true copy of this Order and a signed copy of the Monitor's Certificate for registration on title to the Immovable Property and further orders that such registration shall take place without a certificate attesting that no appeal of this Order has been taken, this Order being good and sufficient authority for so doing;

[12] **ORDERS AND DIRECTS** the Registrar for the Land Registry Office of the Province of Quebec for the Registration Division of Beauce, the Registrar of the RPMRR, the Land Title and Survey Authority of BC (Kamloops Land Title Office) and the South Alberta Land Registration District (Land Titles Office), upon payment of the prescribed fees and the filing of a true copy of this Order and a signed copy of the Monitor's Certificate to proceed with the cancellation, radiation and discharge of any and all Claims listed in Schedule "B" attached hereto;

[13] **ORDERS AND DIRECTS** the Registrar of the RPMRR, upon payment of the prescribed fees and the filing of a true copy of this Order and a signed copy of the

Monitor's Certificate to proceed with the cancellation, radiation and discharge of any and all Claims listed in Schedule B attached hereto.

[14] **DECLARES** that upon the delivery of the Monitor's Certificate to the Buyer, the Transaction contemplated pursuant to the Purchase Agreement and any other document to be executed for the purposes of the Transaction, shall have the same effect as a forced sale by a public officer acting under judicial authority as per the provisions of the *Code of Civil Procedure*.

[15] **DECLARES** that the Transaction shall have the same effect as a sale by judicial authority as per the provisions of the *Civil Code of Quebec*.

[16] **EXEMPTS** the Petitioners, from the requirement (if any) to seek and obtain shareholders' approval pursuant to any Federal or Provincial legislation with regard to the Purchase Agreement, the consummation of the Transaction and the Conveyance.

[17] **DECLARES** that the Order sought constitutes the only authorization required by the Petitioners to proceed with the Transaction and the Conveyance.

[18] **AUTHORIZES** each of the Petitioners to file articles of amendment or any other document that may be required in order to change each of Petitioners' names and any business names used by said Petitioners, containing any mention of "MAAX" without the requirement (if any) of obtaining director or shareholders' approval pursuant to any Federal or Provincial Legislation;

[19] **ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Petitioners are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in their records pertaining to their past and current employees. The Buyer 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 Petitioners;

[20] **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 Petitioners and any bankruptcy order issued pursuant to any such applications; and

c) any assignment in bankruptcy made in respect of the Petitioners;

the vesting of the Purchased Assets in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance 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;

[21] **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 Petitioners and their 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 Petitioners as may be necessary or desirable to give effect to this Order or to assist the Petitioners and their agents in carrying out the terms of this Order;

[22] **ORDERS** the provisional execution of this Order to be rendered notwithstanding any appeal and without the necessity of furnishing security.

Honourable Jean-François Buffoni, J.C.S.

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SCHEDULE "A"
Monitor's Certificate

SCHEDULE "B"
Copy of the List of Claims

1. Agreement of Lease dated March 6, 2003 between 955 Mearns Associates, L.P. and MAAX KSD Corporation for 955 Mearns Road, Warminster, Pennsylvania

2. See Attachment A

SCHEDULE "C"
Copy of the List of permitted encumbrances

SCHEDULE "D"
Immovable Property description

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SCHEDULE "A"

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-11-

SUPERIOR COURT
Commercial Division

(Sitting as a court designated pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended)

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO MAAX CORPORATION, MAAX CANADA INC., MAAX SPAS (ONTARIO INC.), 4200217 CANADA INC. AND MAAX CABINETS INC.

Petitioners

and

ALVAREZ & MARSAL CANADA ULC,

Monitor

CERTIFICATE OF THE MONITOR

WHEREAS MAAX Corporation ("**MAAX Corp.**"), MAAX Canada Inc. ("**MAAX Canada**"), MAAX Spas (Ontario) Inc. ("**MAAX Spas**"), 4200217 Canada Inc. ("**4200217**") and MAAX Cabinets Inc. ("**MAAX Cabinets**") are collectively referred to herein as the "**Petitioners**", have sought the protection of the *Companies' Creditors Arrangement Act* ("**CCAA**") and obtained an Initial Order on •, 2008 as same may be renewed and extended (the "**Initial Order**");

WHEREAS Alvarez & Marsal Canada ULC has been appointed as Monitor of the Petitioners (the "**Monitor**");

WHEREAS the Petitioners filed a Motion for Approval of the Sale of Assets and Vesting Order (the "**Motion**");

WHEREAS by order rendered on June •, 2008, the Motion was granted by this Honourable Court (the "**Order**");

WHEREAS the Order provides for the filing of a Monitor's Certificate (as defined in the Order) by the Monitor upon the occurrence of certain events;

THE MONITOR DECLARES THAT:

The Petitioners and the Buyer (as defined in the Purchase Agreement) have each confirmed to the Monitor in writing that all matters to be completed prior to the consummation of the transactions contemplated by the Purchase Agreement have been satisfied or waived and that the Closing (as defined in the Purchase Agreement) took place on [**DATE**].

MONTREAL, June •, 2008

ALVAREZ & MARSAL CANADA ULC

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SCHEDULE "B"

List of Claims

1. Agreement of Lease dated March 6, 2003 between 955 Mearns Associates, L.P. and MAAX KSD Corporation for 955 Mearns Road, Warminster, Pennsylvania

2. See Attachment A

Attachment A

PERSONAL PROPERTY SECURITY REGISTER (BRITISH COLUMBIA)							
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER	DATE	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
1.	MAAX Canada Inc.	Deragon Location Inc.	965206B	October 4, 2004	A specifically described motor vehicle.		October 4, 2009
2.	MAAX Canada Inc.	Deragon Location Inc.	385458C	June 3, 2005	A specifically described motor vehicle.		June 3, 2010
3.	MAAX Canada Inc.	Deragon Location Inc.	971632C	April 28, 2006	A specifically described motor vehicle.		April 28, 2011
4.	MAAX Canada Inc.	Leavitt Machinery General Partnership	238414D	September 14, 2006	A specifically described motor vehicle. From the collateral, all proceeds including, accounts, money, chattel, paper, intangibles, goods, documents of title, licences, instruments, securities, substitutions, trade ins, insurance proceeds and any other form of proceeds.	Registration no 239986 to register a debtor transfer from MAAX Canada Inc. to MAAX Canada Inc.	September 14, 2011
5.	MAAX Canada Inc.	Leavitt Machinery General Partnership	239912D	September 15, 2006	A specifically described motor vehicle. From the collateral, all proceeds including, accounts, money, chattel paper, intangibles, goods, documents of title, licences, instruments, securities, substitutions, trade ins, insurance proceeds and any other form of proceeds.		September 15, 2010

	PERSONAL PROPERTY SECURITY REGISTER (ONTARIO)						
	DEBTOR(S)	SECURED PARTY(IES)	FILE NUMBER/ REGISTRATION NUMBER	DATE	CURRENT COLLATERAL CLASSIFICATION	CURRENT GENERAL COLLATERAL DESCRIPTION COMMENTS/OTHER PARTICULARS	EXPIRY DATE
1.	MAAX Canada Inc.	Deragon Location Inc.	603676368 / 20040310 1455 1530 1770 20040401 1955 1531 0628	March 10, 2004	Equipment and motor vehicle (as amended).	A specifically described motor vehicle. Amount: $23,308	March 10, 2009

PERSONAL PROPERTY SECURITY REGISTER (NOVA SCOTIA)							
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER	DATE	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
1.	MAAX CANADA INC.	Deragon Location Inc.	7856901	February 18, 2004	Specifically described motor vehicle		February 18, 2009
2.	MAAX Corporation	MAAX Canada Inc.	8329597	June 11, 2004	A security interest is taken in a promissory note as described.		June 11, 2014

REGISTER OF PERSONAL AND MOVEABLE RIGHTS (QUEBEC)								
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
1.	MAAX Canada Inc. (Lachine) (lessee)	Oldham Batteries Canada Inc. (lessor)	06-0493910-0001 / Rights resulting from a lease	Aug. 25, 2006	n/a	Specifically described equipment.		July 26, 2011
2.	MAAX Canada Inc. (lessee)	IBM Canada Limitée (original lessor/assignor) Relational Funding Canada Corp. (assignee)	06-0089352-0002 / Rights resulting from a lease	Feb. 22, 2006	n/a	The proceeds that the lessee leased from the lessor, the whole as more fully described in the registration.	This registration is a global registration under section 2961.1 of the Civil Code of Québec. A partial assignment of rights was registered on Sept. 28, 2006 under number 06-0563938-0001 by IBM Canada Limited in favor of Relational Funding Canada Corp.	Feb. 22, 2016
3.	MAAX Canada Inc. (lessee)	IBM Canada Limitée (original lessor/assignor) Relational Funding Canada Corp. (assignee)	06-0089352-0001 / Rights resulting from a lease	Feb. 22, 2006	n/a	The proceeds that the lessee leased from the lessor, the whole as more fully described in the registration.	This registration is a global registration under section 2961.1 of the Civil Code of Québec. A partial assignment of rights was registered on Sept. 28, 2006 under number 06-0563938-0001 by IBM Canada Limited in favor of Relational Funding Canada Corp.	Feb. 22, 2016

REGISTER OF PERSONAL AND MOVEABLE RIGHTS (QUEBEC)								
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
4.	MAAX Canada Inc.	AXA Assurances Inc.	05-0558062-0032 / Conv. hyp. without delivery	Sept. 29, 2005	$10,000,000	The universality of the debtor's claims held against any person, the whole as more fully described in the registration.	A voluntary reduction was registered on July 4, 2006 under number 06-0382873-0001 regarding specifically described property of Cuisine Expert - C.E. Cabinets Inc. A modification of a published right was registered on September 5, 2006 under number 06-0510746-0001 in order to remove Cuisine Expert – C.E. Cabinets Inc. as debtor.	
5.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	05-0465969-0009 / Rights resulting from a lease	Aug. 12, 2005	n/a	Specifically described motor vehicle.		Jul. 10, 2012
6.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	05-0370973-0002 / Rights resulting from a lease	June, 27, 2005	n/a	Specifically described motor vehicle.		June 8, 2012
7.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	04-0700495-0001 / Rights resulting from a lease	Dec. 6, 2004	n/a	Specifically described motor vehicle.		Dec. 1, 2011
8.	MAAX Canada Inc. (buyer)	Protectron Inc. (vendor)	04-0030442-0001 / Reservation of ownership (Instalment sale)	Jan. 21, 2004	n/a	Specifically described movable property.		Jan. 19, 2009
9.	MAAX Canada Inc. (lessee) (further to the amendment bearing number 02-0158528-0001)	Alter Moneta Trust (lessor)	01 0062080 0001 / Rights of ownership under a leasing agreement	Feb. 28, 2001	n/a	Specifically described equipment.	This registration is affected by a hypothec registered in favour of QSPE-AMC Trust under the number 01-0116702-0005. An amendment was registered under the number 03-0335705-0003, in order to rectify the text under the heading "Autres Biens".	Feb. 27, 2011

REGISTER OF PERSONAL AND MOVABLE RIGHTS (QUEBEC)								
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
10.	MAAX Canada Inc. (lessee) (further to the amendment bearing number 02-0158528-0001)	Alter Moneta Trust (lessor)	00 0304298 0001 / Rights of ownership under a leasing agreement	Oct. 10, 2000	n/a	Specifically described movable property.	This registration is affected by a hypothec registered in favour of Rocket Trust under the number 00-0344163-0001. An assignment of a universality of claims was registered with Rocket Trust (represented by Trust Co. of Bank of Montreal, as trustee), as assignor, and QSPE-AMC/R Trust (represented by 146888 Ontario Inc., as trustee), as assignee, under the number 01-0175106-0001. An amendment was registered under the number 01-0251917-0001, in order to rectify the name of the assignee in the assignment of a universality of claims. An amendment was registered under the number 02-0379179-0001, in order to rectify the text under the heading "Référence à l'inscription visée". A voluntary reduction was registered on February 8, 2005 under number 05-0064073-0001 regarding specifically property of the debtor Fiducie Alter Moneta in the hypothec described above.	Oct. 9, 2010

REGISTER OF PERSONAL AND MOVEABLE RIGHTS (QUEBEC)								
DEBTOR(S)		SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
11.	MAAX Cabinets Inc. (lessee)	Location de Camions Maxim, a division of Maxim Transportation services Inc. (lessor) Maxim Transportation Services Inc. (lessor)	03-0279474-0005 / Rights resulting from a lease	June 3, 2003	n/a	Specifically described motor vehicles.	An amendment was registered on March 3, 2005 under number 05-0114065-0002 in order to rectify the text under the heading "Autres Mentions". A voluntary reduction was registered on March 11, 2005 under number 05-0132074-0002 regarding specifically described property of Cuisine Expert – C.E. Cabinets Inc. A modification of a published right was registered on October 28, 2005 under number 05-0614175-0001 in order to remove Cuisine Expert – C.E. Cabinets Inc. as lessee.	June 3, 2013
12.	MAAX Cabinets Inc. (lessee)	Location de Camions Maxim, a division of Maxim Transportation services Inc. (lessor) Maxim Transportation Services Inc. (lessor)	03-0279474-0004 / Rights resulting from a lease	June 3, 2003	n/a	Specifically described motor vehicles.	A modification of a published right was registered on October 28, 2005 under number 05-0614175-0001 in order to remove Cuisine Expert – C.E. Cabinets Inc. as lessee.	June 3, 2013
13.	MAAX Cabinets Inc. (lessee)	Location de Camions Maxim, a division of Maxim Transportation services Inc. (lessor) Maxim Transportation Services Inc. (lessor)	03-0279474-0001 / Rights resulting from a lease	June 3, 2003	n/a	Specifically described motor vehicle.	A modification of a published right was registered on October 28, 2005 under number 05-0614175-0001 in order to remove Cuisine Expert – C.E. Cabinets Inc. as lessee.	June 3, 2013

REGISTER OF PERSONAL AND MOVEABLE RIGHTS (QUEBEC)								
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT.	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
14.	MAAX Corporation	MAAX Canada Inc.	04-0333177-0003 / Conv. hyp. without delivery	June 7, 2004	$350,000,000	The promissory note dated as of June 4, 2004, made by MAAX Canada Holco in favour of 3087053 Nova Scotia Company ("NSULC"), as assigned and transferred by NSULC to the debtor and as amended and restated prior to the date hereof, and as further amended and restated as of the date hereof by the debtor and the secured party, all amounts payable thereunder, all contracts and other rights and benefits which are now or may hereafter be vested in the debtor in respect of or as security for the amounts paid or payable thereunder, and all proceeds arising therefrom.		June 7, 2014
15.	MAAX Corporation	MAAX Canada Inc.	04-0333177-0002 / Conv. hyp. without delivery	June 7, 2004	$350,000,000	All of secured party's rights in and proceeds payable to it from the Forward Purchase Agreement entered by the secured party with Beauceland Corporation made as of June 4, 2004.		June 7, 2014
16.	MAAX Cabinets Inc. (lessee)	Citicorp Vendor Finance, Ltd. (lessor) Citicorp Finance Vendeur Ltee (lessor)	06-0065580-0006 / Rights of ownership under a leasing agreement	Feb. 9, 2006	n/a	Specifically described movable property with all attachments, accessories and proceeds thereof including insurance proceeds and indemnities.	Lease Term: 66 months Monthly Lease Payment: $348	Aug. 8, 2011

REGISTER OF PERSONAL AND MOVEABLE RIGHTS (QUEBEC)								
DEBTOR(S)		SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
17.	MAAX Cabinets Inc. (lessee)	Location de Camions Maxim, a division of Maxim Transportation services Inc. (lessor) Maxim Transportation Services Inc. (lessor)	05-0621801-0003 / Rights resulting from a lease	Nov. 1, 2005	n/a	Specifically described motor vehicles.		Nov. 1, 2015
18.	MAAX Cabinets Inc. (lessee)	Location de Camions Maxim, a division of Maxim Transportation services Inc. (lessor) Maxim Transportation Services Inc. (lessor)	05-0621801-0002 / Rights resulting from a lease	Nov. 1, 2005	n/a	Specifically described motor vehicles.		Nov. 1, 2015
19.	MAAX Cabinets Inc. (lessee)	Location de Camions Maxim, a division of Maxim Transportation services Inc. (lessor) Maxim Transportation Services Inc. (lessor)	05-0621801-0001 / Rights resulting from a lease	Nov. 1, 2005	n/a	Specifically described motor vehicles.		Nov. 1, 2015
20.	MAAX Cabinets Inc. (lessee)	Deragon Location Inc. (lessor)	05-0457526-0002 / Rights resulting from a lease	Aug. 9, 2005	n/a	Specifically described motor vehicle.		Aug. 1, 2012
21.	MAAX Cabinets Inc. (lessee)	XTRA LLC (lessor)	05-0340175-0002/ Rights resulting from a lease	June 10, 2005	n/a	Specifically described motor vehicle.		June 10, 2008
22.	MAAX Cabinets Inc. (lessee)	XTRA LLC (lessor)	05-0277050-0001/ Rights resulting from a lease	May 13, 2005	n/a	Specifically described motor vehicles.		May 13, 2008 [NTD: confirm if renewed.]

REGISTER OF PERSONAL AND MOVABLE RIGHTS (QUEBEC)								
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
23.	MAAX Cabinets Inc. (lessee)	Location de Camions Maxim, a division of Maxim Transportation services Inc. (lessor) Maxim Transportation Services Inc. (lessor)	03-0279474-0005 / Rights resulting from a lease	June 3, 2003	n/a	Specifically described motor vehicles.	An amendment was registered on March 3, 2005 under number 05-0114065-0002 in order to rectify the text under the heading "Autres Mentions". A voluntary reduction was registered on March 11, 2005 under number 05-0132074-0002 regarding specifically described property of Cuisine Expert – C.E. Cabinets Inc. A modification of a published right was registered on October 28, 2005 under number 05-0614175-0001 in order to remove Cuisine Expert – C.E. Cabinets Inc. as lessee.	June 3, 2013
24.	MAAX Cabinets Inc. (lessee)	Location de Camions Maxim, a division of Maxim Transportation services Inc. (lessor) Maxim Transportation Services Inc. (lessor)	03-0279474-0004 / Rights resulting from a lease	June 3, 2003	n/a	Specifically described motor vehicles.	A modification of a published right was registered on October 28, 2005 under number 05-0614175-0001 in order to remove Cuisine Expert – C.E. Cabinets Inc. as lessee.	June 3, 2013
25.	MAAX Canada Inc. (lessee)	Xerox Canada Ltd. (lessor)	06-0682574-0031 / Rights resulting from a lease	Nov. 24, 2006	n/a	Equipment Other All present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.		Oct. 11, 2012

REGISTER OF PERSONAL AND MOVABLE RIGHTS (QUEBEC)								
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
26.	MAAX Canada Inc. (assignor)	Maple Trade Finance Inc. (assignee)	07-0051834-0001 Assignment of a universality of claims	January 31, 2007	n/a	The universality of those debts, monies, receivables, claims and choses in action that are due, owing to or owned or assigned by the Assignor which are, or have been, or will be assigned by the Assignor to the Assignee from time to time pursuant to the factoring agreement dated January 18, 2007 between the Assignor and the Assignee and any future amendment, modification, restatement and renewal thereof.		n/a
27.	MAAX Corporation	Banque Nationale du Canada	07-0240536-0004 Conventional hypothec without delivery	May 3, 2007	$40,0 00	The sums which now are or may in the future be to the credit of the account specifically described, or any other account in replacement.		March 26, 2017
28.	MAAX Canada Inc. (purchaser)	Solus Sécurité Inc. (vendor)	08-0166571-0001 Reservation of ownership (instalment sale)	March 31, 2008	n/a	The universality of movable property sold and/or put in consignment by vendor at purchaser.		August 28, 2017
29.	MAAX Canada Inc. (purchaser)	Solus Sécurité Inc. (vendor)	08-0110088-0002 Reservation of ownership (instalment sale)	February 29, 2008	n/a	The universality of movable property sold and/or put in consignment by vendor at purchaser.	Assignment of a universality of claims.	August 28, 2017
30.	Pearl Baths, Inc.	MAAX Inc.	98 0154733 0001 / Security published in a foreign country	Nov. 11, 1998	$125, 000,0 00	The universality of all movable property.	A security agreement registered by way of financing statements filed with appropriate American authorities (State and Federal) under uniform commercial code provisions on April 10, 1998, with the Minnesota secretary of State under number 202772 and on April 13, 1998,	May 19, 2008

REGISTER OF PERSONAL AND MOVABLE RIGHTS (QUEBEC)							
DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
						with the Hennepin county recorder, Minnesota under number 1131986.	

SCHEDULE "C"

Permitted Encumbrances

1. Landlord Access and Consent Agreement entered into between 124260 Canada Inc. and Royal Bank of Canada, as administrative agent to the Credit Agreement dated as of June 4, 2004, among, *inter alia*, MAAX Corporation and the Royal Bank of Canada, as amended, in connection with the Agreement of Lease dated April 1, 1998 between 124260 Canada Inc. and Shostal Ltd. for 160 St. Joseph Boul., Lachine, Québec, as assigned by a Memorandum of Agreement dated May 20, 1998 between Shostal Ltd. and MAAX Spartan Inc. and extended by an agreement dated June 20, 2002 between MAAX Canada Inc. (formerly MAAX Spartan Inc.), MAAX Inc. and 124260 Canada Inc.

2. Notice of Contamination (Section 31.58 of the Environment Quality Act) registered under number 11 972 262 with regards to Part of lots 199 and 200 and lot 200-6 of the cadastre of the Parish of Saint-Frederic, Registration Division of Beauce owned by MAAX Canada Inc.

3. See Attachment A

Attachment A

	PERSONAL PROPERTY SECURITY REGISTER (BRITISH COLUMBIA)						
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER	DATE	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
1.	MAAX Canada Inc.	HSBC Bank of Canada I R L Idealease Ltd.	907865B	August 31, 2004	A specifically described motor vehicle. Vehicle Finance Lease Agreement dated July 27, 2004.		August 31, 2009
2.	MAAX Canada Inc.	De Lage Landen Financial Services Canada Inc.	938023C	April 10, 2006	All goods supplied by the Secured party pursuant to a lease between the Debtor and the Secured party more specifically described, without limitation, as 2006 Jungheinrich EFG218K, serial FN333981 and 2006 Jungheinrich EFG218K, Serial FN333983, together with all parts and accessories thereto and accession thereto and all replacements or substitutions for such goods and proceeds thereto (proceeds as defined in the Personal Property Security Act (BC)) and any insurance proceeds resulting therefrom.		April 10, 2010
3.	MAAX Canada Inc.	Deragon Location Inc.	940032C	April 11, 2006	A specifically described motor vehicle.		April 11, 2011
4.	MAAX Canada Inc.	Deragon Location Inc.	971632C	April 28, 2006	A specifically described motor vehicle.		April 28, 2011
5.	MAAX Canada Inc.	Leavitt Machinery General Partnership	238414D	September 14, 2006	A specifically described motor vehicle. From the collateral, all proceeds including, accounts, money, chattel paper, intangibles, goods, documents of title, licences, instruments, securities, substitutions, trade ins, insurance proceeds and any other form of proceeds.	Registration no 239986 to register a debtor transfer from MAAX Canada Inc. to MAAX Canada Inc.	September 14, 2011
6.	MAAX Canada Inc.	Leavitt Machinery General Partnership	239912D	September 15, 2006	A specifically described motor vehicle. From the collateral, all proceeds including, accounts, money, chattel paper, intangibles, goods, documents of title, licences, instruments, securities,		September 15, 2010

PERSONAL PROPERTY SECURITY REGISTER (BRITISH COLUMBIA)							
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER	DATE	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
					substitutions, trade ins, insurance proceeds and any other form of proceeds.		
7.	MAAX Canada Inc	Xerox Canada Ltd	310542D	October 24, 2006	All present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the Secured party or any affiliate thereof. Classifications: Equipment, Other		October 24, 2012
8.	MAAX Canada Inc	Xerox Canada Ltd	278332D	October 5, 2006	Equipment, other, all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof. Equipment, Other		October 5, 2012
9.	MAAX Canada Inc.	Deragon Location Inc.	992732D	October 22, 2007	A specifically described motor vehicle.		October 22, 2012

PERSONAL PROPERTY SECURITY REGISTER (ALBERTA)							
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER	DATE	COLLATERAL DESCRIPTION	TYPE OF LIEN/ COMMENTS	EXPIRY DATE
1.	MAAX Canada Inc	De Lage Landen Financial Services Canada Inc.	06091913274/SA	September 19, 2006	A specifically described motor vehicle. All goods supplied by the Secured party pursuant to a Lease between the Debtor and the Secured party together with all parts and accessories thereto and accessions thereto and all replacements or substitutions for such goods and proceeds thereof (proceeds as defined in the Personal Proeprty Security Act (AB)) and any insurance proceeds resulting therefrom. All goods supplied by the secured party to the debtor, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing. Proceeds: goods, chattel paper, securities, accounts, inventory, documents of title, instruments, money, crops, licences and intangibles.		September 19, 2010
2.	MAAX Canada Inc	Xerox Canada Ltd	06102407225/SA	October 24, 2006	Equipment, other all present and future office equipment and software supplied or financed from time to time by the Secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the Secured party or any affiliate thereof.		October 24, 2012
3.	MAAX Canada Inc.	CIT Financial Ltd.	04082615800/SA	August 26, 2004	A specifically described motor vehicle. Together with all attachments, accessories, accessions, replacements, substitutions,		August 26, 2009

PERSONAL PROPERTY SECURITY REGISTRATIONS							
[illegible]	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER	DATE	COLLATERAL DESCRIPTION	TYPE OF LIEN/ COMMENTS	EXPIRY DATE
					additions and improvements thereto. Proceeds: accounts, chattel paper, money, intangibles, goods, documents of title, inventory, instruments, securities (all as defined in the Personal Property Security Act) and insurance proceeds.		
4.	MAAX Canada Inc.	Deragon Location Inc.	05040409277/SA	April 4, 2005	A specifically described motor vehicle.		April 4, 2010
5.	MAAX Canada Inc.	Deragon Location Inc.	06042804606/SA	April 28, 2006	A specifically described motor vehicle.		April 28, 2011
6.	MAAX Canada Inc.	Deragon Location Inc.	06051809637/SA	May 18, 2006	A specifically described motor vehicle.		May 18, 2011
7.	MAAX Canada Inc.	Deragon Location Inc.	07111932823/SA	November 19, 2007	A specifically described motor vehicle.		November 19, 2012

PERSONAL PROPERTY SECURITY REGISTER (ONTARIO)							
	DEBTOR(S)	SECURED PARTY(IES)	FILE NUMBER-REGISTRATION NUMBER	DATE	CURRENT COLLATERAL CLASSIFICATION	CURRENT GENERAL COLLATERAL DESCRIPTION COMMENTS/OTHER PARTICULARS	EXPIRY DATE
1.	MAAX Canada Inc.	Deragon Location Inc.	626849478 / 20060707 1455 1530 4369	July 7, 2006	Inventory and motor vehicles DM = June 21, 2011	A specifically described motor vehicle. Amount: $23,052	July 7, 2011
2.	MAAX Canada Inc.	Deragon Location Inc.	635798934 / 20070530 1456 1530 4843	May 30, 2007	Inventory and motor vehicle. DM = May 29, 2012	Specifically described motor vehicle. Amount: $22, 471	May 30, 2012

PERSONAL PROPERTY SECURITY REGISTER (NOVA SCOTIA)							
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER	DATE	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
1.	MAAX CANADA INC.	Deragon Location Inc.	11848876	December 8, 2006	Specifically described motor vehicle		December 8, 2011
2.	MAAX CANADA INC.	Deragon Location Inc.	11850260	December 8, 2006	Specifically described motor vehicle		December 8, 2011

REGISTER OF PERSONAL AND MOVABLE RIGHTS (QUEBEC)

	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
1.	MAAX Canada Inc. (lessee)	Xerox Canada Ltd. (lessor)	06-0682574-0031 / Rights resulting from a lease	Nov. 24, 2006	n/a	Equipment Other All present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.		Oct. 11, 2012
2.	MAAX Canada Inc. (lessee)	Xerox Canada Ltd. (lessor)	06-0617087-0013 / Rights resulting from a lease	Oct. 24, 2006	n/a	Equipment Other All present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.		Oct. 19, 2012
3.	MAAX Canada Inc. (lessee)	Xerox Canada Ltd. (lessor)	06-0579163-0011/ Rights resulting from a lease	Oct. 5, 2006	n/a	Equipment Other All present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.		Oct. 4, 2012
4.	MAAX Canada Inc. (lessee)	Leavitt Machinery General Partnership (lessor)	06-0539319-0002 / Rights of ownership of the lessor (under a leasing contract or *credit-bail*)	Sept. 18, 2006	n/a	Specifically described moveable property, from the collateral, with all proceeds including accounts, money, chattel paper, intangibles, goods, documents of title, licences, instruments, securites, substitutions, trade ins, insurance		Sept. 18, 2011

REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS (QUEBEC)								
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
						proceeds and any other proceeds.		
5.	MAAX Canada Inc. (lessee)	Leavitt Machinery General Partnership (lessor)	06-0539319-0001 / Rights of ownership of the lessor (under a leasing contract or *credit-bail*)	Sept. 18, 2006	n/a	Specifically described moveable property, from the collateral, with all proceeds including accounts, money, chattel paper, intangibles, goods, documents of title, licences, instruments, securites, substitutions, trade ins, insurance proceeds and any other proceeds.		Sept. 18, 2011
6.	MAAX Canada Inc. (lessee)	Liftcapital Corporation (lessor)	06-0490275-0001 / Rights of ownership of the lessor (under a leasing contract or *credit-bail*)	Aug. 24, 2006	n/a	Specifically described movable property.	This registration is a global registration under section 2961.1 of the Civil Code of Québec.	Aug. 24, 2010
7.	MAAX Canada Inc. (lessee)	Liftcapital Corporation (lessor)	06-0490267-0001 / Rights of ownership of the lessor (under a leasing contract or *credit-bail*)	Aug. 24, 2006	n/a	Specifically described movable property.	This registration is a global registration under section 2961.1 of the Civil Code of Québec.	Aug. 24, 2010
8.	MAAX Canada Inc. (lessee)	Xerox Canada Ltd (lessor)	05-0676885-0017 / Rights resulting from a lease	Nov. 29, 2005	n/a	Equipment Other All present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.		Nov. 24, 2012
9.	MAAX Canada Inc. (lessee)	Équipements G. N. Johnston Ltée (lessor)	05-0662899-0001 / Rights of ownership of the lessor (under a leasing contract or *credit-bail*)	Nov. 22, 2005	n/a	Specifically described movable property.		Nov. 18, 2010
10.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	05-0641836-0003 / Rights resulting from a lease	Nov. 10, 2005	n/a	Specifically described motor vehicle.		Oct. 25, 2012
11.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	05-0611236-0007 / Rights resulting from a lease	Oct. 26, 2005	n/a	Specifically described motor vehicle.		Oct. 13, 2012

REGISTER OF PERSONAL AND MOVEABLE RIGHTS (QUEBEC)								
	DEBTOR(S)	SECURED PARTY(IES)	REGISTRATION NUMBER/ NATURE	DATE	AMT	COLLATERAL DESCRIPTION	COMMENTS	EXPIRY DATE
12.	MAAX Canada Inc. (lessee)	Liftcapital Corporation / Corporation Liftcapital (lessor)	05-0497271-0002 / Rights of ownership of the lessor (under a leasing contract or *credit-bail*)	Aug. 30, 2005	n/a	Specifically described movable property.		Feb. 1, 2009
13.	MAAX Canada Inc. (lessee)	Liftcapital Corporation / Corporation Liftcapital (lessor)	05-0497271-0001 / Rights of ownership of the lessor (under a leasing contract or *credit-bail*)	Aug. 30, 2005	n/a	Specifically described movable property.		Feb. 1, 2009
14.	MAAX Canada Inc. (lessee)	Xerox Canada Ltd (lessor)	04-0689294-0001 / Rights resulting from a lease	Nov. 30, 2004	n/a	Equipment Other All present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.		Nov. 25, 2010
15.	MAAX Canada Inc. (lessee)	Xerox Canada Limited (lessor)	02-0401660-0010 / Rights resulting from a lease	Sept. 11, 2002	n/a	All present and future office equipment leased on conditional sale or similar basis, or otherwise financed by the secured party, whether or not manufactured by the secured party or any affiliate thereof.	This registration is a global registration under section 2961.1 of the Civil Code of Québec.	Sept. 5, 2009
16.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	08-0185823-0007 Rights resulting from a lease	April 8, 2008	n/a	Specifically described motor vehicle.		March 31, 2015
17.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	08-0090077-0002 Rights resulting from a lease.	February 20, 2008	n/a	Specifically described motor vehicle.		February 15, 2015
18.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	08-0054457-0003 Rights resulting from a lease.	January 31, 2008	n/a	Specifically described motor vehicle.		January 23, 2015
19.	MAAX Canada Inc. (lessee)	Équipements G.N. Johnston Ltée (lessor)	07-0370476-0001 Rights of ownership of the lessor (under a leasing contract or *crédit-bail*)	June 28, 2007	n/a	A specific list of equipment.		June 28, 2012
20.	MAAX Canada Inc. (lessee)	Deragon Location Inc. (lessor)	07-0319776-0006 Rights resulting from a lease.	June 6, 2007	n/a	Specifically described motor vehicle.		May 31, 2014

Canadian Liens on Real Property

Owner	Description	Encumbrances
MAAX Canada Inc.	Lots THREE MILLION TWO HUNDRED AND FIFTY-THREE THOUSAND NINE HUNDRED AND THIRTY-EIGHT AND THREE MILLION FIVE HUNDRED AND FIFTY-ONE THOUSAND TWO HUNDRED AND NINETY-SEVEN (3 253 938 AND 3 551 297) of the cadastre of the Cadastre du Québec, Registration Division of Beauce.	Right of first refusal in favour of the City of Sainte-Marie with respect to an unbuilt part of the land, secured by a resolutory clause, pursuant to a deed of sale registered at the Registry Office for the Registration Division of Beauce under number 384723. Right of first refusal in favour of the City of Sainte-Marie with respect to an unbuilt part of the land, secured by a resolutory clause, pursuant to a deed of sale registered at the Registry Office for the Registration Division of Beauce under number 398046. Utility right of way in favour of La Corporation de Telephone de Quebec registered under numbers 137442, 137524 and 143926. Utility right of way in favour of The Shawinigan Water and Power Company registered under numbers 98094, 98096, 99243 and 108014 and 144360. Utility right of way in favour of Quebec-Telephone registered under number 240954. Right of way for an underground pipe in favour of Linx Capital Inc. registered under number 13 092 622.
MAAX Canada Inc.	Part of lots 199 and 200 and lot 200-6 of the cadastre of the Parish of Saint-Frederic, Registration Division of Beauce.	Part of the property is located in a protective strip of land establish by the municipal zoning by-law of the Municipality of Tring-Jonction. Part of the property is affected by a 15-metre-strip of protected riparian land. Notice of Contamination (Section 31.58 of the Environment Quality Act) registered under number 11 972 262. Utility right of way in favour of The Shawinigan Water & Power Company registered under numbers 108964 and 108965. A water and sewer servitude in favour of the Municipality of the Village of Tring-Jonction registered under number 446711.

Owner	Description	Encumbrances
MAAX Canada Inc.	Lots 37-3, 37-4, 37-8, 37-9, 37-10, 37-11, 37-12, 37-13, 37-14, 37-15, 37-57 and three parts of lot 37, of the Township of Broughton, of the Cadastre of the Parish of Saint-Frederic, Registration Division of Beauce.	Utility right of way in favour of St-Francis Light Power Company registered under number 106696. Utility right of way in favour of Saint-Francis Water Power Company registered under number 105700.
MAAX Canada Inc.	Plan 8110274, Block 9, Lot 4, excepting thereout all mines and minerals.	Zoning Regulations subject to Calgary International Airport zoning Regulations registered under number 771 147 064. Utility Right of Way registered under number 811 039 095.
MAAX Canada Inc.	Lot 1, Section 24, Township 7 Osoyoos Division Yale District, Plan KAP73531	Undersurface rights in favour of The Director of Soldier Settlement registered under number 113109E – Inter Alia DD 259867F other than those excepted by the Crown. Notices of Permit KF93717, KK12719, KK67305, KL96673, KM84486 and KV106049

SCHEDULE "D"

List of Charged Immovable and Real Property

Address	Owner	Description
600, 620 and 624 Cameron Road, Sainte-Marie, Québec, Canada, G6E 1B2	MAAX Canada Inc.	An emplacement situated in the City of Sainte-Marie, Province of Québec, composed of: (a) Lot number THREE MILLION TWO HUNDRED AND FIFTY-THREE THOUSAND NINE HUNDRED AND THIRTY-EIGHT (3 253 938) of the Cadastre du Québec, Registration Division of Beauce; and (b) Lot number THREE MILLION FIVE HUNDRED AND FIFTY-ONE THOUSAND TWO HUNDRED AND NINETY-SEVEN (3 551 297) of the Cadastre du Québec, Registration Division of Beauce. Together with all the buildings thereon erected and, more particularly, the buildings bearinc civic numbers 600, 620 and 624 Cameron Road, City of Sainte-Marie, Province of Québec, G6E 1B2.
333 Saint-Albert Street, Tring-Jonction, Québec, Canada, G0N 1X0	MAAX Canada Inc.	An emplacement situated in the Village of Tring-Jonction, Province of Québec, composed of: (a) A part of lot number ONE HUNDRED NINETY-NINE (Pt. 199) of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce, of irregular form, bounded as follows: to the North-East, by a part of lot 199, measuring along this limit, 46,33 metres; to the East, by a part of lot 199, measuring along this limit, 31,24 metres; to the South-East, by a part of lot 199, measuring along this limit, 22,86 metres; to the South-West, by a part of lot 199, being Saint-Albert Street, measuring along this limit, 112,78 metres; to the North-West, by a part of lot 199, measuring along this limit, 36,58 metres; to the North-East, by a part of lot 199, measuring along this limit, 39,01 metres; to the North-West, by a part of lot 199, measuring along this limit, 1,52 metres; containing an area of 4 028,1 square metres. The South corner of this part of lot is situated at a distance of 55,69 mètres to the South-East of the East corner of lot 200-6 of the said Official Cadastre and is situated on the North-East limit of Saint-Albert Street; (b) A part of lot number TWO HUNDRED (Pt. 200) of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce, of

Address	Owner	Description
		irregular figure, bounded as follows: to the North-East, by a part of lot 200, measuring along this limit, 22,22 metres; to the South-East, by a part of lot 200, measuring along this limit, 54,62 metres; to the South-West, by a part of lot 34 et by lots 34-1, 34-2 et 34-7, Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce, measuring along this limit, 88,15 metres; to the North, by a part of lot 200, measuring along this limit, 26,21 metres, 26,95 metres and 31,21 metres; containing an area of 2 983,5 square metres. The East corner of this part of lot is situated at a distance of 48,16 metres to the North-West of the South corner of lot 200-6 and is situated on the South-West limit of Paré Street. The West corner of this part of lot coincide with the North corner of lot 34-7, Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; and (c) Subdivision number SIX of original lot number TWO HUNDRED (200-6) of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce. Together with all the buildings thereon erected and, more particularly, the building bearing civic number 333 Saint-Albert Street, Village of Tring-Jonction, Province of Québec, G0N 1X0.
1297-1297A 2nd Street, Industrial Park, Sainte-Marie, Québec, Canada, G6E 1G7	MAAX Canada Inc.	An emplacement situated in the City of Sainte-Marie, Province of Québec, known and designated as being lot number THREE MILLION TWO HUNDRED FIFTY-FOUR THOUSAND AND TWENTY-FIVE (3 254 025) of the Cadastre du Québec, Registration Division of Beauce. Together with all the buildings thereon erected and, more particularly, the building bearing civic numbers 1297-1297A 2nd Street, Industrial Park, City of Sainte-Marie, Province of Québec, G6E 1G7.
320 Route 112, Tring-Jonction, Québec, Canada, G0N 1X0	MAAX Canada Inc.	An emplacement situated in the Village of Tring-Jonction, Province of Québec, composed of: (a) Subdivision number FIFTY-SEVEN of original lot number THIRTY-SEVEN (37-57), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (b) A part of original lot number THIRTY-

Address	Owner	Description
		SEVEN (Pt. 37), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce, of irregular form, bounded as follows: to the North-West, by lots 37-8, 37-9, 37-10, 37-11, 37-12, 37-13, 37-14 and 37-15, measuring along this limit, 228,64 metres; to the North-East, by lot 37-3, measuring along this limit, 24,38 metres; to the East, by lot 37-3, measuring along this limit, 9,58 metres, along the arc of a curve having a radius of 6,10 metres, to the South-East, by lot 37-3, measuring along this limit, 222,54 metres; to the South-West, by a part of lot 37, measuring along this limit, 30,48 metres; containing an area of 6 959,5 square metres; (c) A part of original lot number THIRTY-SEVEN (Pt. 37), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; of irregular form, bounded as follows : to the North-West, by lot 37-3, measuring along this limit, 153,01 metres and 8,12 metres along the arc of a curve having a radius of 21,34 metres; to the North, by lot 37-57, measuring along this limit, 48,50 metres; to the North-West, by lot 37-57, measuring along this limit, 25,91 metres; to the North-East, by a part of lot 37, measuring along this limit, 45,68 metres; to the South-East, by lot 37-4, measuring along this limit, 208,82 metres; to the South, by lot 37-4, measuring along this limit, 8,53 metres, along the arc of a curve having a radius of 6,10 metres; to the South-West, by lot 37-4, measuring along this limit, 43,64 metres; to the West, by lot 37-4, measuring along this limit, 9,59 metres, along the arc of a curve having a radius of 6,10 metres; containing an area of 13 884,6 square metres; (d) A part of original lot number THIRTY-SEVEN (Pt. 37), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; of irregular form, bounded as follows: to the North-West, by lot 37-3, measuring along this limit, 106,20 metres; to the North, by lot 37-4, measuring along this limit, 9,58 metres, along the arc of a curve having a radius of 6,10 metres; to the North-East, by lot 37-4, measuring along this limit, 43,64 metres; to the North, by lot 37-4, measuring along this limit, 29,86 metres, along the arc of a curve having a radius of 21,34 metres; to the North-West, by lot 37-4, measuring along this limit, 210,12 metres and

Address	Owner	Description
		86,66 metres; to the North, by lot 37-4, measuring along this limit, 9,58 metres, along the arc of a curve having a radius of 6,10 metres; to the North-East, by a part of lot 37, being Avenue des Sables, measuring along this limit, 51,63 metres; to the South-East and to the South, by a part of lot 266, measuring along this limit, 406,42 metres, along the arc of a curve having a radius of 842,71 metres, and 59,23 metres; to the South-West, by a part of lot 37, being the widening of Chemin du Rang II, measuring along this limit, 27,42 metres; to the West, by lot 37-3, measuring along this limit, 8,45 metres, along the arc of a curve having a radius of 6,10 metres; containing an area of 23 112,6 square metres; (e) Subdivision number THREE of original lot number THIRTY-SEVEN (37-3), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (f) Subdivision number FOUR of original lot number THIRTY-SEVEN (37-4), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (g) Subdivision number EIGHT of original lot number THIRTY-SEVEN (37-8), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (h) Subdivision number NINE of original lot number THIRTY-SEVEN (37-9), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (i) Subdivision number TEN of original lot number THIRTY-SEVEN (37-10), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (j) Subdivision number ELEVEN of original lot number THIRTY-SEVEN (37-11), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (k) Subdivision number TWELVE of original lot number THIRTY-SEVEN (37-12), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; (l) Subdivision number THIRTEEN of original lot number THIRTY SEVEN (37-13), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division

Address	Owner	Description
		of Beauce; (m) Subdivision number FOURTEEN of original lot number THIRTY-SEVEN (37-14), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce; and (n) Subdivision number FIFTEEN of original lot number THIRTY-SEVEN (37-15), Township of Broughton, of the Official Cadastre of the Parish of Saint-Frédéric, Registration Division of Beauce. Together with all the buildings thereon erected and, more particularly, the building bearing civic number 320 Route 112, Village of Tring-Jonction, Province of Québec, G0N 1X0.
405 East Lake Road, Airdrie, Alberta, Canada, T4A 2J7	MAAX Canada Inc.	Plan 8110274, Block 9, Lot 4, excepting thereout all mines and minerals.
4225 Spallumcheen Drive, Armstrong, British Columbia, Canada, V0E 1B0	MAAX Canada Inc.	Lot 1, Section 24, Township 7 Osoyoos Division Yale District, Plan KAP73531, Township of Spallumchen, British Columbia.
Vacant land on Cameron Road, Sainte-Marie, Québec, Canada	MAAX Corporation	A vacant emplacement situated in the City of Sainte-Marie, Province of Québec, known and designated as being lot number THREE MILLION FIVE HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED AND NINETY-EIGHT (3 551 298) of the Cadastre du Québec, Registration Division of Beauce.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
MAAX Corporation, *et al.*,	Case No. 08-11443 (CSS)
Foreign Applicants in Foreign Proceedings.	Jointly Administered

ORDER GRANTING RECOGNITION AND RELATED RELIEF

This matter was brought before the Court by Alvarez & Marsal Canada ULC, the court-appointed monitor (the "**Monitor**") and authorized foreign representative of the MAAX Corporation and certain of its direct and indirect wholly owned subsidiaries (together, the "**MAAX Group**")[1] in proceedings (the "**Canadian Proceedings**") under Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, pending before the Quebec Superior Court (Commercial Division) (the "**Quebec Court**"), to consider the Verified Petitions for Recognition of the Canadian Proceeding which were filed on July 14, 2008 for each member of the MAAX Group (collectively, the "**Chapter 15 Petitions**")[2] commencing the above-captioned chapter 15 cases (collectively, the "**Chapter 15 Cases**") pursuant to sections 1504, 1515 and 1517 of title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), and seeking enforcement pursuant to sections 1507, 1520, 1521, 363 and 105 of the Bankruptcy Code of (i) the Initial Order of the Quebec Court dated June 12, 2008 (the "**Initial Order**"), as extended on June 26, 2008 and on July 10, 2008 (collectively, the "**Initial Orders**") and (ii) the Sale and Vesting Order of the Quebec Court dated July 10, 2008 (the "**Vesting Order**"). Due

[1] The MAAX Group includes MAAX Corp., MAAX Canada Inc., 4200217 Canada Inc., MAAX Spas (Ontario), Inc., MAAX Cabinets Inc., MAAX KSD LLC, Pearl Baths LLC, MAAX-Hydro Swirl Manufacturing Corp., MAAX Midwest, Inc., MAAX Spas (Arizona), Inc. and Aker Plastics Company, Inc.
[2] Capitalized terms not defined herein have the meanings ascribed to them in the Vesting Order.

and timely notice of the filing of the Chapter 15 Petitions was given in accordance with this Court's order dated July 14, 2008, approving the form of notice and manner of service thereof, which notice is deemed adequate for all purposes such that no other or further notice thereof need be given. The Court has considered and reviewed the other pleadings and exhibits submitted by the Monitor in support of the Chapter 15 Petitions including the Initial Orders annexed hereto as Exhibits 1A, 1B and 1C respectively, the Vesting Order annexed hereto as Exhibit 2 and the Asset Purchase Agreement between the MAAX Group and the Purchaser dated June 11, 2008 (the **"Purchase Agreement"**) annexed hereto as Exhibit 3 (collectively the **"Supporting Papers"**). Any objections to the Chapter 15 Petitions that have not been withdrawn or resolved have been overruled.

Therefore, after due deliberation and sufficient cause appearing therefor, the Court finds and concludes as follows:

(A) This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and section 1501 of the Bankruptcy Code.

(B) This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).

(C) Venue is proper in this District pursuant to 28 U.S.C. §§ 1410 (1) and (3).

(D) The Monitor is a person within the meaning of section 101(41) of the Bankruptcy Code and is the duly appointed foreign representative of each member of the MAAX Group within the meaning of section 101(24) of the Bankruptcy Code.

(E) The Chapter 15 Cases were properly commenced pursuant to sections 1504 and 1515 of the Bankruptcy Code.

(F) The Chapter 15 Petitions meet the requirements of section 1515 of the Bankruptcy Code.

(G) The Canadian Proceedings are foreign proceedings within the meaning of section 101(23) of the Bankruptcy Code.

(H) The Canadian Proceedings are entitled to recognition by this Court pursuant to section 1517 of the Bankruptcy Code.

(I) The Canadian Proceedings are pending in Canada, which is the location of each member of the MAAX Group's center of main interests, and as such, constitute foreign main proceedings pursuant to section 1502(4) of the Bankruptcy Code and are entitled to recognition as foreign main proceedings pursuant to section 1517(b)(1) of the Bankruptcy Code.

(J) The Monitor is entitled to all the relief provided by section 1520 of the Bankruptcy Code without limitation.

(K) The relief granted hereby is necessary and appropriate, in the interests of the public and international comity, consistent with the public policy of the United States, warranted pursuant to section 1521 of the Bankruptcy Code, and will not cause any hardship to any party in interest that is not outweighed by the benefits of granting that relief.

(L) The interest of the public will be served by this Court granting the relief requested by the Monitor.

(M) Purchaser has acted in good faith, within the meaning of section 363(m) of the Bankruptcy Code.

(N) Time is of the essence in consummating the sale. To maximize the value of the assets, it is essential that the sale of the Purchased Assets occur within the time constraints set forth in the Purchase Agreement. Cause has been shown as to why this Order should not be subject to the stay provided by Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Canadian Proceedings are hereby recognized as foreign main proceedings pursuant to section 1517 of the Bankruptcy Code.

2. All provisions of section 1520 of the Bankruptcy Code apply in these Chapter 15 Cases, including, without limitation, the stay under section 362 of the Bankruptcy Code throughout the duration of these Chapter 15 Cases or until otherwise ordered by this Court.

3. The Initial Orders are hereby given full force and effect in the United States.

4. The Vesting Order is hereby given full force and effect in the United States.

5. The Purchaser is hereby found to be a good-faith purchaser and granted all of the protections provided to a good-faith purchaser under section 363(m) of the Bankruptcy Code.

6. As set forth in the Vesting Order, effective as of the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A to the Vesting Order, the sale of the Purchased Assets by the MAAX Group to Purchaser shall constitute a legal, valid, and effective transfer of the MAAX Group's right, title and interest in the Purchased Assets notwithstanding any requirement for approval or consent by any person and shall vest Purchaser with all right, title, and interest of the MAAX Group in and to the Purchased Assets free and clear of all liens, claims and encumbrances of any kind (except the Permitted Encumbrances set forth in the Purchase Agreement), pursuant to section 363(f) of the Bankruptcy Code.

7. The MAAX Group is authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Purchase Agreement, any related agreements and this Order, including amended and restated limited-liability-company agreements, certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any officer of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action is deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if

any, required by the corporation laws of the state of Delaware and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Purchase Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby.

8. The MAAX Group is hereby authorized and empowered to assign all real property leases required to be assigned under the Purchase Agreement.

9. Notwithstanding Bankruptcy Rules 6004, 7062, and 9021, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the MAAX Group and Purchaser are free to close under the agreement at any time, subject to the terms of the Purchase Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the MAAX Group and Purchaser close under the Purchase Agreement, Purchaser shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the agreement if this Order or any authorization contained herein is reversed or modified on appeal.

10. The automatic stay under section 362(a) of the Bankruptcy Code shall not apply to and otherwise shall not prevent the exercise or performance by any party of its rights or obligations under the Purchase Agreement.

11. The MAAX Group shall be entitled to continue to utilize the central cash management system currently in place or replace it with another substantially similar central cash management system and continue their current and any future banking arrangements (collectively, the "**Cash Management System**") and the stay under section 362 of the Bankruptcy Code shall not apply to the operation of such Cash Management System.

12. Any present or future bank, financial institution or person providing the Cash Management System (i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the MAAX Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any person other than the MAAX Group, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan formulated in the Canadian Proceedings with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

13. To the extent provided in paragraph 21 of the Initial Order, and notwithstanding anything in this Order to the contrary, the MAAX Group shall be entitled but not required to pay and fulfil the following expenses and obligations whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses, and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) all outstanding and future trade obligations or related expenses incurred in the ordinary course of business and other amounts related to the preservation of the Property or the Business, including without limitation obligations to customers, suppliers, sale agents, independent contractors, governmental and taxation authorities or other third parties;

(c) the fees and disbursements of any assistants retained or employed by the Petitioners in respect of these proceedings, at their standard rates and charges; and

(d) such other amounts and obligations as agreed to by the MAAX Group and BBLF.

14. This Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any request for additional relief or any adversary proceeding brought in and through these Chapter 15 Cases, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

15. Service in accordance with this Order shall constitute adequate and sufficient service and notice of this Order.

16. The Chapter 15 Petitions and the Supporting Papers shall be made available by the Monitor through its website at http://www.alvarezandmarsal.com/maax or upon request at the offices of Allen & Overy LLP, 1221 Avenue of the Americas, New York, New York 10020 to the attention of Tania Ingman, (212) 756-1199, Chapter15.MAAX@allenovery.com.

17. Notwithstanding Bankruptcy Rule 7062, made applicable to these Chapter 15 Cases by Bankruptcy Rule 1018, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and upon its entry, this Order shall become final and appealable.

Dated: Wilmington, Delaware
8/5, 2008

CSS

UNITED STATES BANKRUPTCY JUDGE

No. S082212
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY
IN THE MATTER OF THE RECEIVERSHIP OF

MADILL INC.
MADILL GP INC.
MADILL EQUIPMENT CANADA
MADILL LP
MADILL HOLDINGS (US) INC.
MADILL FINANCE (US) LLC
MADILL HOLDINGS (ONTARIO) LP
MADILL CORPORATION

No. S082213
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GE CANADA FINANCE HOLDING COMPANY and
GENERAL ELECTRIC CAPITAL CORPORATION

PLAINTIFFS

AND:

MADILL INC.
MADILL GP INC.
MADILL EQUIPMENT CANADA
MADILL LP
MADILL HOLDINGS (US) INC.
MADILL FINANCE (US) LLC
MADILL HOLDINGS (ONTARIO) LP
MADILL CORPORATION

DEFENDANTS

ORDER

(Approval of Sale and Vesting of Assets)

BEFORE THE HONOURABLE THE	)	MONDAY, THE 16TH DAY OF
	)	
CHIEF JUSTICE	)	JUNE, 2008

DM_VAN/212224-00939/6869915.2

THE APPLICATION of RSM Richter Inc. (the "**Receiver**") in its capacity as receiver and interim receiver of all of the property, assets and undertaking of the Defendants (collectively, the "**Debtors**") coming on for hearing at Vancouver, British Columbia on this day; AND ON HEARING Robert A. Millar, counsel for the Receiver, M CAMLEY, counsel for the Plaintiffs, and those counsel listed in Schedule "A" hereto; AND UPON reading the material filed herein, including the Receiver's First Report to the Court dated June 11, 2008 (the "**First Report**"), the Affidavit of Robert Kofman sworn June 10, 2008 (the "**Kofman Affidavit**"), the Affidavit of Edmond Lamek sworn June 10, 2008 (the "**Lamek Affidavit**") and the Affidavit of Ragan Powers sworn June 12, 2008 (the "**Powers Affidavit**");

THIS COURT ORDERS that:

1. The time for service of the Receiver's Notice of Motion and supporting materials is hereby abridged so that this motion is properly returnable today, and the need for further service of the Notice of Motion and supporting materials is hereby dispensed with.

Approval of Liquidation Services Agreement

2. Any capitalized term used and not defined herein shall have the same meaning as that ascribed to it in the Liquidation Services Agreement dated June 11, 2008 (the "**Agreement**") between the Receiver and 1416088 Ontario Limited c.o.b. as Danbury Industrial and Infinity Asset Solutions Inc. (together, the "**Liquidator**"), a copy of which is attached as Confidential Appendix 2 to the First Report.

3. The Agreement and the transactions contemplated thereby (the "**Transactions**") are hereby approved, and the Receiver is hereby authorized to enter into the Agreement substantially in the form attached as Confidential Appendix 2 to the First Report, to execute and deliver the Agreement

and all ancillary and related documents and to take all such steps and actions as are necessary to give effect to, and complete, the Transactions.

4. Title to Assets sold by the Liquidator to a Purchaser pursuant to the Agreement shall, upon receipt by the Liquidator of the purchase price therefor, vest in such Purchaser free and clear of and from any and all interests of any person therein, including without limitation all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, howsoever arising or created (collectively, the "**Claims**"), provided that the Net Proceeds from the sale of all Assets, together with all amounts paid or payable by the Liquidator to the Receiver pursuant to the Agreement, including, without limitation, any amount payable pursuant to section 2.04(3) thereof, shall stand in place and stead of the Assets, and all Claims shall attach thereto with the same priority as they had with respect to the Assets immediately prior to the completion of the sale thereof.

5. Until the Removal Date (being no later than September 30, 2008, unless otherwise agreed to by the Receiver and the Liquidator), the Receiver: (a) shall continue to pay the rents payable under the leases of the Premises; and (b) shall not discharge, assign, transfer or otherwise deal with the leases for any and all Premises without the prior written approval of the Liquidator.

6. The engagement of the Liquidator and the satisfaction of its duties under the Agreement shall not constitute the Liquidator to be an employer or a successor employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or any others statute, regulation or rule of law or equity for any purpose whatsoever, and

further, the Liquidator shall be deemed not to be an owner in possession, care, control, or management of the Property of the Debtors whether pursuant to any legislation enacted for the protection of the environment, the regulations thereunder or any other statute, regulation or rule of law or equity under any federal, provincial or other jurisdiction for any purpose whatsoever.

7. The copy of the Agreement attached as Confidential Appendix 2 to the First Report and the summary of offers submitted to the Receiver forming Confidential Appendix 1 to the First Report shall be treated together as confidential, sealed, segregated from and not form part of the public record, and shall remain sealed until the completion of the Auction, or further Order of the Court.

8. The need for endorsement of this Order by counsel appearing on this application, except counsel for the Receiver, is hereby dispensed with.

BY THE COURT

~~DISTRICT~~ REGISTRAR

APPROVED AS TO FORM:

Counsel for RSM Richter Inc.

SCHEDULE "A"

LIST OF COUNSEL

Name		**Party**

McCarthy Tétrault LLP
NEW MATTER INITIATION WORKSHEET

Submitted by:	Phone Ext:	Date:	Client ID:	Matter ID:
Lisa Melanson	54 7595	Feb 03, 2010	156538-	

Client Name: Cooley Godward Kronish LLP

Matter Name: T01681-0003-CA / Serial No. 2,201,153 / Title: MONOCLONAL ANTIBODY TO HUMAN CARDIAC MYOGLOBIN / Assignees-Owners: Nanogen, Inc.

Billing Information

Billing Office:	Practice Group:	Billing Tkpr:	Responsible Tkpr:	Others Assigned:
0 Toronto	Intellectual Property (370)	8919	8919	

Matter Industry:	Type of Work:	Fee Arrangement:	GST Status	Prov. Taxes:	LPIC Levy Surcharge Anticipated?
Other (IC024)	Business Law - IP (BL06, BUSINESS LAW)	☒ Billable ☐ Non-Billable ☐ Pro Bono	Taxable: ☐ Exempt: ☒	QST: ☐ BCST: ☐	☐ Yes ☐ No (Ontario only - see guidelines)

Special Billing Instructions:	Adverse Parties:
Billing Instructions Please forward all Invoices /Statements or any Acconting inquiries to: Foreign AssocAP@cooley.com	Affiliated Parties:

Is it likely that we will receive, pay or distribute funds or give instruction to do so, as described under the "Know Your Client Rules" of the various provincial Law Societies? Yes: ☒ No: ☐
(KYC Rules are located on the Intranet under Risk Management)

Is our client representing another individual or organization? Yes: ☒ No: ☐
Please list the indirect clients below and complete Indirect Client Identification Worksheet for each and forward to Client Records:Nanogen, Inc.

Has the client previously been identified? ☐	Document No.:
Have the directors/major shareholders been identified? ☐	Document No.:
Has the client previously been verified? ☐	Document No.:

Matter Billing Address Information

Street Address:
Cooley Godward Kronish LLP
101 California Street, 5th Floor
San Francisco, California 94111-5800
U.S.A. 94111-3580

City:	Province/State:	Country:	Postal/Zip Code:
San Francisco,	California	U.S.A.	94111-5800

Matter Contact

Name		Invoices to be addressed to this Contact: ☐ (only one billing contact allowed)	
Ms.	Last: Botner	First: Mary Ann	Middle:

Has this matter contact previously been identified: ☐	Document No.:
Business Address	☐ Same as Matter Billing Address Above

Street Address: Cooley Godward Kronish LLP 101 California Street, 5th Floor San Francisco, California 94111-5800 U.S.A. 94111-3580			
City: San Francisco,	**Prov./State:** California 94111-5800	**Country:** U.S.A.	**Postal / Zip Code:** U.S.A. 94111-5800 94111-3580
Title: Senior Trade-mark Paralegal	**Email:**		**Phone No.:**
+	Additional Matter Contacts to be added		
Approved by:			

Marketing Information

Cross Border/International	**Reportable M&A Deal for Ranking Services?** ☐
☒ Work to be done in Canada for US Law Firm or client referred to us by US Law Firm ☐ Work to be done in Canada for US Client which came to us directly, not referred by a US law firm ☐ Work to be done in Canada for non-US International Client ☐ Matter also includes work to be done in the US by a firm recommended by us ☐ Matter also includes work outside of Canada and the US by a firm recommended by us ☐ Not Applicable* *cannot be selected if address is outside Canada	(if a matter represents a significant M&A transaction which could be reportable in Bloomberg Financial, Thomson League Tables, Lexpert or American Lawyer, please identify. Marketing will contact billing lawyer for further information)

File Tracking System

File Name	Location	File No.
T01681-0003-CA / Serial No. 2,201,153 / Title: MONOCLONAL ANTIBODY TO HUMAN CARDIAC MYOGLOBIN / Assignees-Owners: Nanogen, Inc.	48th Floor Patent Dept.	**T01681-0003-CA**

Please Return to Sheila Akeman 48th Floor Patent Dept.

File transferred from

OLD MATTER NUMBER:

187671-408128 (T01066-0004-CA) due to e-mail of Jan 25/10-CY Jan 29/10

TO

NEW MATTER NUMBER;

T01681-0003-CA / Serial No. 2,201,153 / Title: MONOCLONAL ANTIBODY TO HUMAN CARDIAC MYOGLOBIN / Assignees-Owners: Nanogen, Inc.

NOTES*

Cooley Godward LLP changed its name to Cooley Godward Kronish LLP in 2006 as per its website. (DMM 07 Oct 2009)

Responsibility for all active files transferred from JWL to CDL (8 June, 2009 AVP)

Responsibility for all trade-mark files for this client transferred from ML & DMB to JWL (10 Feb, 2009 AVP)

No. S082212
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY
IN THE MATTER OF THE RECEIVERSHIP OF

MADILL INC.
MADILL GP INC.
MADILL EQUIPMENT CANADA
MADILL LP
MADILL HOLDINGS (US) INC.
MADILL FINANCE (US) LLC
MADILL HOLDINGS (ONTARIO) LP
MADILL CORPORATION

No. S082213
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GE CANADA FINANCE HOLDING COMPANY and
GENERAL ELECTRIC CAPITAL CORPORATION

PLAINTIFFS

AND:

MADILL INC.
MADILL GP INC.
MADILL EQUIPMENT CANADA
MADILL LP
MADILL HOLDINGS (US) INC.
MADILL FINANCE (US) LLC
MADILL HOLDINGS (ONTARIO) LP
MADILL CORPORATION

DEFENDANTS

ORDER

(Approval of Distribution, Activities and Fees)

BEFORE THE HONOURABLE THE	)	MONDAY, THE 16TH DAY OF
	)	
CHIEF JUSTICE	)	JUNE, 2008

THE APPLICATION of RSM Richter Inc. (the "**Receiver**") in its capacity as receiver and interim receiver of all of the property, assets and undertaking of the Defendants (collectively, the "**Debtors**") coming on for hearing at Vancouver, British Columbia on this day; AND ON HEARING Robert A. Millar, counsel for the Receiver, M Lanuel, counsel for the Plaintiffs, and those counsel listed in Schedule "A" hereto; AND UPON reading the material filed herein, including the Receiver's First Report to the Court dated June 11, 2008 (the "**First Report**"), the Affidavit of Robert Kofman sworn June 10, 2008 (the "**Kofman Affidavit**"), the Affidavit of Edmond Lamek sworn June 10, 2008 (the "**Lamek Affidavit**") and the Affidavit of Ragan Powers sworn June 12, 2008 (the "**Powers Affidavit**");

THIS COURT ORDERS that:

1. The time for service of the Receiver's Notice of Motion and supporting materials is hereby abridged so that this motion is properly returnable today, and the need for further service of the Notice of Motion and supporting materials is hereby dispensed with.

Distribution of Proceeds

2. The Receiver is hereby authorized and directed to distribute the sum of $2,500,000 to the Plaintiffs as Agents for themselves and Bank of Montreal (collectively, the "**Senior Lenders**") on account of the indebtedness of the Debtors to the Senior Lenders.

3. The Receiver is hereby authorized and directed to distribute such amounts from time to time as it deems in its sole discretion to be available for distribution to the Senior Lenders up to the maximum amount of $47,000,000.00 inclusive of the amount distributed pursuant to paragraph 2 above, without further order of the Court, after making provision for all future and accrued Receivership liabilities whether covered by the Receiver's Charge, the Receiver's Borrowing Charge (as those terms are defined in the April 1, 2008 Order of this Court) or otherwise.

Approval of Activities and Fees

4. The activities of the Receiver as described in the First Report are hereby approved and the Interim Statement of Receipts and Disbursements of the Receiver attached as Appendix "F" to the First Report is hereby approved.

5. The fees and disbursements of the Receiver for the period March 1, 2008 to May 31, 2008 as described in the Kofman Affidavit, are hereby approved in the amount of $566,037.52, including disbursements and applicable taxes.

6. The fees and disbursements of the Receiver's Canadian legal counsel, Fasken Martineau DuMoulin LLP, for the period March 1, 2008 to May 31, 2008 as described in the Lamek Affidavit, are hereby approved in the amount of $137,736.75, including disbursements and applicable taxes.

7. The fees and disbursements of the Receiver's U.S. legal counsel, Davis Wright Tremaine LLP, for the period March 1, 2008 to May 31, 2008 as described in the Powers Affidavit, are hereby approved in the amount of $106,072.02, including disbursements and applicable taxes.

8. The need for endorsement of this Order by counsel appearing on this application, except counsel for the Receiver, is hereby dispensed with.

BY THE COURT

~~DISTRICT~~ REGISTRAR

APPROVED AS TO FORM:

Counsel for RSM Richter Inc.

SCHEDULE "A"

LIST OF COUNSEL

Name		Party

Entered on Docket Jun. 30, 2008

The Honorable Paul B. Snyder
Chapter 15
Hearing Date: June 30, 2008
Hearing Time: 9:00 a.m.
Hearing Location: Tacoma
Response Date: June 27, 2008, 4 p.m.

_______ FILED
_______ LODGED
_______ RECEIVED

JUN 30 2008

MARK L. HATCHER
CLERK U.S. BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA
_______ DEPUTY

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

In re:	Chapter 15
MADILL EQUIPMENT CANADA	**Case No. 08-41426 (PBS)(lead case)**
MADILL INC.	08-41428
MADILL HOLDINGS (ONTARIO) LP	08-41429
MADILL GP INC.	08-41430
MADILL LP	08-41431
MADILL CORPORATION	08-41433
MADILL FINANCE (US) LLC	08-41434
MADILL HOLDINGS (US) INC.	08-41435
Debtors in a Foreign Proceeding.	

ORDER GRANTING MOTION AUTHORIZING SALE OF ASSETS FREE AND CLEAR OF LIENS, WAIVING BANKRUPTCY RULE 6004(g) STAY, AND APPROVING DISBURSEMENT OF PROCEEDS

THIS MATTER comes before the Court on the Motion For Order Authorizing Sale Of Assets Free And Clear Of Liens (the "Motion"), filed on behalf of RSM Richter Inc. (the "Receiver") as foreign representative of Madill Equipment Canada, Madill Inc., Madill Holdings (Ontario) LP, Madill GP Inc., Madill LP, Madill Corporation, Madill Finance (US) LLC, and Madill Holdings (US) Inc. (collectively, the "Madill Group"). The Court has considered the Motion, the Declaration of Robert Kofman and other papers filed in support of

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(206) 622-3150 · Fax: (206) 757-7700

the Motion, the objection filed in opposition to the Motion, and has reviewed the files and records herein.

BASED ON THE FOREGOING, the Court makes the following findings of fact and conclusions of law:

A. The Receiver was appointed as receiver for the Madill Group in proceedings in the Supreme Court of British Columbia (the "Canadian Receivership").

B. On June 16, 2008, the court in the Canadian Receivership entered orders, copies of which are attached hereto as Exhibit A (collectively the "Canadian Sale Order"), (i) approving a Liquidation Services Agreement, (the "Liquidation Services Agreement") between the Receiver and 1416088 Ontario Limited c.o.b. Danbury Industrial and Infinity Assets Solutions, Inc. (collectively, "Danbury"), (ii) providing for "vesting" title in the Canadian assets sold under Canadian law, and (iii) authorizing distributions to the Madill Group's secured lenders up to the amounts owing them under their credit facilities with the Madill Group.

B. In the Motion, the Receiver seeks (i) authority to sell the Madill Group's U.S. assets free and clear of liens pursuant to Section 363 of title 11 of the United States Code (the "Bankruptcy Code"), including pursuant to the Liquidation Services Agreement, (ii) waiver of the Fed. R. Bankr. Proc. 6004(g) stay (which would otherwise stay the effective date of the order for 10 days), and (iii) confirming its authority to disburse funds from the sales of U.S. assets as directed in the Canadian Sale Order and subsequent orders in the Canadian Receivership.

D. These Chapter 15 cases were properly commenced pursuant to Sections 1504 and 1515 of the Bankruptcy Code by the filing of a Verified Petition For Recognition Of Foreign Main Proceeding And Related Relief (the "Petition").

E. On May 2, 2008, this Court entered its Order On Verified Petition For Recognition Of Foreign Main Proceeding And Related Relief, granting the relief sought in the Petition, including without limitation, recognition of the Canadian Receivership as a foreign

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main proceeding, as defined in Section 1502 of the Bankruptcy Code. Among other things, the Court's order provides that distribution of the Madill Group's assets is entrusted to the Receiver, subject to the terms imposed by the order appointing the Receiver in the Canadian Receivership, and as directed by the court in that proceeding.

F. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(N), (O) and (P). Venue is properly located in this District pursuant to 28 U.S.C. § 1410. The statutory predicates for the relief granted herein are Sections 105 and 363 of the Bankruptcy Code, as complemented by Fed. R. Bankr. Proc. 6002, 6004, and 9007.

G. Notice of the Motion was timely, properly given in compliance with the Bankruptcy Code and Rules, and reasonable and appropriate under the circumstances.

H. The Receiver has demonstrated that the sale of the assets of the Madill Group located in the United States in one or more sales out of the ordinary course of business, including pursuant to the terms of the Liquidation Services Agreement, is based on sound business justifications, and such sales are in the best interests of the Madill Group's estate. The Receiver has also demonstrated that the other relief sought in the Motion, including lifting the stay of Fed. R. Bankr. Proc. 6004(g), and confirming the Receiver's authority to disburse proceeds of the liquidation pursuant to orders in the Canadian Receivership is appropriate under the circumstances.

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Motion is granted.

2. The Receiver is authorized sell the Madill Group's assets in the United States out of the ordinary course of business, including without limitation pursuant and subject to the terms of the Liquidation Services Agreement.

3. The sale of the Madill Group's U.S. assets, whether directly by the Receiver or pursuant to the Liquidation Services Agreement shall be free and clear of all claims, liens and encumbrances of any nature, kind or description, with any such claims, liens, and

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encumbrances attaching to the proceeds of the sale to the same extent and in the same order in which they attached to the assets prior to sale, including without limitation the liens of the Madill Group's senior lenders.

4. A stay of the closing of any sales pursuant to this Order, as provided for by Fed. R. Bankr. Proc. 6004(g), is unnecessary in this instance, shall not apply, and is lifted.

5. The Receiver is authorized to take such further actions as may be necessary to implement, close and consummate the sale of the Madill Group's assets in the United States, including executing any documents necessary to consummate such sales without further order of this Court.

6. The sales proceeds received from the sale of the Madill Group's U.S. assets, net of any commissions, taxes and other sale costs, required to be paid by the Receiver in accordance with the Liquidation Services Agreement or otherwise may be disbursed pursuant to orders issued by the court in the Canadian Receivership, and without further order of this Court.

DATED this 30 day of June, 2008.

Honorable Paul B. Snyder
United States Bankruptcy Judge

Presented by:

Davis Wright Tremaine LLP
Attorneys for RSM Richter Inc., Receiver

By
Ragan L. Powers, WSBA #11935

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EXHIBIT A

CANADIAN RECEIVERSHIP ORDERS

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No. S082212
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY
IN THE MATTER OF THE RECEIVERSHIP OF

MADILL INC.
MADILL GP INC.
MADILL EQUIPMENT CANADA
MADILL LP
MADILL HOLDINGS (US) INC.
MADILL FINANCE (US) LLC
MADILL HOLDINGS (ONTARIO) LP
MADILL CORPORATION

No. S082213
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GE CANADA FINANCE HOLDING COMPANY and
GENERAL ELECTRIC CAPITAL CORPORATION

PLAINTIFFS

AND:

MADILL INC.
MADILL GP INC.
MADILL EQUIPMENT CANADA
MADILL LP
MADILL HOLDINGS (US) INC.
MADILL FINANCE (US) LLC
MADILL HOLDINGS (ONTARIO) LP
MADILL CORPORATION

DEFENDANTS

ORDER

(Approval of Sale and Vesting of Assets)

BEFORE THE HONOURABLE THE	)	MONDAY, THE 16TH DAY OF
	)	
CHIEF JUSTICE	)	JUNE, 2008

THE APPLICATION of RSM Richter Inc. (the "**Receiver**") in its capacity as receiver and interim receiver of all of the property, assets and undertaking of the Defendants (collectively, the "**Debtors**") coming on for hearing at Vancouver, British Columbia on this day; AND ON HEARING Robert A. Millar, counsel for the Receiver, M CAMLEY, counsel for the Plaintiffs, and those counsel listed in Schedule "A" hereto; AND UPON reading the material filed herein, including the Receiver's First Report to the Court dated June 11, 2008 (the "**First Report**"), the Affidavit of Robert Kofman sworn June 10, 2008 (the "**Kofman Affidavit**"), the Affidavit of Edmond Lamek sworn June 10, 2008 (the "**Lamek Affidavit**") and the Affidavit of Ragan Powers sworn June 12, 2008 (the "**Powers Affidavit**");

THIS COURT ORDERS that:

1. The time for service of the Receiver's Notice of Motion and supporting materials is hereby abridged so that this motion is properly returnable today, and the need for further service of the Notice of Motion and supporting materials is hereby dispensed with.

Approval of Liquidation Services Agreement

2. Any capitalized term used and not defined herein shall have the same meaning as that ascribed to it in the Liquidation Services Agreement dated June 11, 2008 (the "**Agreement**") between the Receiver and 1416088 Ontario Limited c.o.b. as Danbury Industrial and Infinity Asset Solutions Inc. (together, the "**Liquidator**"), a copy of which is attached as Confidential Appendix 2 to the First Report.

3. The Agreement and the transactions contemplated thereby (the "**Transactions**") are hereby approved, and the Receiver is hereby authorized to enter into the Agreement substantially in the form attached as Confidential Appendix 2 to the First Report, to execute and deliver the Agreement

and all ancillary and related documents and to take all such steps and actions as are necessary to give effect to, and complete, the Transactions.

4. Title to Assets sold by the Liquidator to a Purchaser pursuant to the Agreement shall, upon receipt by the Liquidator of the purchase price therefor, vest in such Purchaser free and clear of and from any and all interests of any person therein, including without limitation all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, howsoever arising or created (collectively, the "**Claims**"), provided that the Net Proceeds from the sale of all Assets, together with all amounts paid or payable by the Liquidator to the Receiver pursuant to the Agreement, including, without limitation, any amount payable pursuant to section 2.04(3) thereof, shall stand in place and stead of the Assets, and all Claims shall attach thereto with the same priority as they had with respect to the Assets immediately prior to the completion of the sale thereof.

5. Until the Removal Date (being no later than September 30, 2008, unless otherwise agreed to by the Receiver and the Liquidator), the Receiver: (a) shall continue to pay the rents payable under the leases of the Premises; and (b) shall not discharge, assign, transfer or otherwise deal with the leases for any and all Premises without the prior written approval of the Liquidator.

6. The engagement of the Liquidator and the satisfaction of its duties under the Agreement shall not constitute the Liquidator to be an employer or a successor employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or any others statute, regulation or rule of law or equity for any purpose whatsoever, and

further, the Liquidator shall be deemed not to be an owner in possession, care, control, or management of the Property of the Debtors whether pursuant to any legislation enacted for the protection of the environment, the regulations thereunder or any other statute, regulation or rule of law or equity under any federal, provincial or other jurisdiction for any purpose whatsoever.

7. The copy of the Agreement attached as Confidential Appendix 2 to the First Report and the *summary of offers submitted to the Receiver forming Confidential Appendix 1 to the First Report* shall be treated together as confidential, sealed, segregated from and not form part of the public record, and shall remain sealed until the completion of the Auction, or further Order of the Court.

8. The need for endorsement of this Order by counsel appearing on this application, except counsel for the Receiver, is hereby dispensed with.

BY THE COURT

~~DISTRICT~~ REGISTRAR

APPROVED AS TO FORM:

Counsel for RSM Richter Inc.

SCHEDULE "A"

LIST OF COUNSEL

Name		Party

No. S082212
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY
IN THE MATTER OF THE RECEIVERSHIP OF

MADILL INC.
MADILL GP INC.
MADILL EQUIPMENT CANADA
MADILL LP
MADILL HOLDINGS (US) INC.
MADILL FINANCE (US) LLC
MADILL HOLDINGS (ONTARIO) LP
MADILL CORPORATION

No. S082213
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GE CANADA FINANCE HOLDING COMPANY and
GENERAL ELECTRIC CAPITAL CORPORATION

PLAINTIFFS

AND:

MADILL INC.
MADILL GP INC.
MADILL EQUIPMENT CANADA
MADILL LP
MADILL HOLDINGS (US) INC.
MADILL FINANCE (US) LLC
MADILL HOLDINGS (ONTARIO) LP
MADILL CORPORATION

DEFENDANTS

ORDER

(Approval of Distribution, Activities and Fees)

BEFORE THE HONOURABLE THE	)	MONDAY, THE 16TH DAY OF
	)	
CHIEF JUSTICE	)	JUNE, 2008

THE APPLICATION of RSM Richter Inc. (the "**Receiver**") in its capacity as receiver and interim receiver of all of the property, assets and undertaking of the Defendants (collectively, the "**Debtors**") coming on for hearing at Vancouver, British Columbia on this day; AND ON HEARING Robert A. Millar, counsel for the Receiver, M Lamek, counsel for the Plaintiffs, and those counsel listed in Schedule "A" hereto; AND UPON reading the material filed herein, including the Receiver's First Report to the Court dated June 11, 2008 (the "**First Report**"), the Affidavit of Robert Kofman sworn June 10, 2008 (the "**Kofman Affidavit**"), the Affidavit of Edmond Lamek sworn June 10, 2008 (the "**Lamek Affidavit**") and the Affidavit of Ragan Powers sworn June 12, 2008 (the "**Powers Affidavit**");

THIS COURT ORDERS that:

1. The time for service of the Receiver's Notice of Motion and supporting materials is hereby abridged so that this motion is properly returnable today, and the need for further service of the Notice of Motion and supporting materials is hereby dispensed with.

Distribution of Proceeds

2. The Receiver is hereby authorized and directed to distribute the sum of $2,500,000 to the Plaintiffs as Agents for themselves and Bank of Montreal (collectively, the "**Senior Lenders**") on account of the indebtedness of the Debtors to the Senior Lenders.

3. The Receiver is hereby authorized and directed to distribute such amounts from time to time as it deems in its sole discretion to be available for distribution to the Senior Lenders up to the maximum amount of $47,000,000.00 inclusive of the amount distributed pursuant to paragraph 2 above, without further order of the Court, after making provision for all future and accrued Receivership liabilities whether covered by the Receiver's Charge, the Receiver's Borrowing Charge (as those terms are defined in the April 1, 2008 Order of this Court) or otherwise.

Approval of Activities and Fees

4. The activities of the Receiver as described in the First Report are hereby approved and the Interim Statement of Receipts and Disbursements of the Receiver attached as Appendix "F" to the First Report is hereby approved.

5. The fees and disbursements of the Receiver for the period March 1, 2008 to May 31, 2008 as described in the Kofman Affidavit, are hereby approved in the amount of $566,037.52, including disbursements and applicable taxes.

6. The fees and disbursements of the Receiver's Canadian legal counsel, Fasken Martineau DuMoulin LLP, for the period March 1, 2008 to May 31, 2008 as described in the Lamek Affidavit, are hereby approved in the amount of $137,736.75, including disbursements and applicable taxes.

7. The fees and disbursements of the Receiver's U.S. legal counsel, Davis Wright Tremaine LLP, for the period March 1, 2008 to May 31, 2008 as described in the Powers Affidavit, are hereby approved in the amount of $106,072.02, including disbursements and applicable taxes.

8. The need for endorsement of this Order by counsel appearing on this application, except counsel for the Receiver, is hereby dispensed with.

BY THE COURT

~~DISTRICT~~ REGISTRAR

APPROVED AS TO FORM:

Counsel for RSM Richter Inc.

SCHEDULE "A"

LIST OF COUNSEL

Name		Party

Superior Court

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N°: 500-11-032730-083
DATE : July 17, 2009

PRESIDING: The Honourable Danièle Mayrand, J.S.C.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

ROL MANUFACTURING (CANADA) LTD.
- and -
ROL MANUFACTURING OF AMERICA, INC.
- and -
MARWIL, INC.
- and -
ROL HOLDINGS (CANADA) INC.
- and -
ROL HOLDINGS USA, INC.
- and -
ROL MEXICANA, S.A. DE C.V.
- and -
ROL MANUFACTURAS DE MEXICO, S.A. DE C.V.

Petitioning Companies

- and -

RAYMOND CHABOT INC.

Monitor

ORDER APPROVING AN ASSET SALE AGREEMENT AND REPLACING THE MONITOR

CONSIDERING that on March 7, 2008, the Petitioning Companies presented to this Court a Petition for the Issuance of an Initial Order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**");

CONSIDERING that this Court, after having heard the Petition, issued on the same date an Initial Order (the "**Initial Order**") pursuant to the CCAA;

CONSIDERING that the Stay Termination Date, by order of this Court issued on March 28, 2008, was extended a first time to May 27, 2008;

CONSIDERING that further to a judgment of this Court, dated April 9, 2008 and rectified on April 30, 2008, the Initial Order was amended and restated;

CONSIDERING that the Stay Termination Date was subsequently extended on several occasions by orders of this Court, up to and until September 18, 2009;

CONSIDERING that this Court, by order dated December 15, 2008, approved a sale process;

SEEING the Petitioning Companies' Motion for an Order Approving an Asset Sale Agreement and to Replace the Monitor (the "**Motion**"), the exhibits and the affidavit of Ken Labelle, Chief Restructuring Officer, filed in support thereof;

GIVEN the provisions of the CCAA;

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

[1] **GRANTS** the present Motion;

[2] **DECLARES** that all capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Initial Order issued on March 7, 2008, as amended and restated (the "**Initial Order**");

[3] **DECLARES** sufficient the service of the present Motion and prior notice of its presentation;

[4] **DECLARES** that the offer from Atsco Remanufacturing, Inc. acting in its own name or in the name of a person to be designated by it (the "**Offeror**"), as amended and accepted by ROL Manufacturing (Canada) Ltd. ("**ROL Canada**") on July 9, 2009 (the "**Offer**", communicated as Exhibit R-1), providing for the Offeror to purchase certain assets relating to the Power Steering Hose Division (the "**Purchased Assets**"), at the purchase price stated therein, is fair and reasonable under the circumstances and in the best interest of the Companies' stakeholders;

[5] **AUTHORIZES** ROL Canada and ROL Manufacturing of America, Inc. (collectively "**ROL**") to enter into the Offer and **DECLARE** that same is valid and enforceable;

[6] **AUTHORIZES** ROL and the Offeror to sign and execute a deed of sale (the "**Deed of Sale**") and the "Transitional Services Agreement" (as such term is defined in the Offer) substantially reflecting the terms and conditions of the Offer and the transaction contemplated thereby (the "**Transaction**") and other standard terms and conditions for a transaction comparable to the Transaction, and **FURTHER AUTHORIZE** such parties to execute any agreement, contract, deed or any other document ancillary or related to the Offer or the Deed of Sale which could reasonably be required or useful to give full and complete effect thereto;

[7] **ORDERS** that the Exhibits R-1 and R-3 be kept confidential in a sealed envelope until the Transaction is finalized, such that the such that the content of such documents will not be made available to the public in order to safeguard the possibility of soliciting and obtaining other offers in the event that the Transaction is not consummated;

[8] **DECLARES** that upon filing with this Court of a certificate by the Monitor stating that the Transaction is completed (hereinafter the "**Monitor's Certificate**"), any and all of the Purchased Assets shall be and are hereby vested in the Offeror, absolutely and forever free and clear of and from any and all encumbrances, liens, claims, rights, title, interests, security interests, charges, pledges, mortgages, hypothecations, hypothecs, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, priorities, remedies from facts which exist as of the date of the present judgment whether known or unknown, or any other rights, rights of use, disputes and debts of all persons or entities of any kind whatsoever and howsoever arising, whether contractual, statutory, by operation of law or otherwise, whether perfected, attached, registered or filed, whether secured, unsecured or otherwise and whether created by or pursuant to the orders made in these proceedings, including all charges created by order of this Court in the Initial Order, as amended and restated, and/or further orders;

[9] **ORDERS** and **DECLARES** except as specifically provided for in the Deed of Sale, the Offeror will not be liable for wages, salaries and employment obligations, as well as for any indemnity, severance pay, amounts in lieu of prior notice or other obligations (however and whenever arising) relating to the termination of employees of the Companies and their direct and indirect subsidiaries;

[10] **DECLARES** that the Transaction shall be considered and have the effect of a sale under judicial authority which discharges all real rights, to the extent provided by the *Code of Civil Procedure of Québec*, R.S.Q., c. C-25;

[11] **ORDERS** the Personal and Movable Real Rights Registrar or its equivalent in any Province or States to publish an application for voluntary reduction with respect to the hypothecs charging the Purchased Assets (the "**Security**"), such that all of the Purchased Assets are no longer affected by the Security, the whole upon presentation of the required form with a true copy of the present judgment and the Monitor's Certificate attesting that the Transaction is completed;

[12] **ORDERS** that the Security will charge the proceeds of the Transaction and that such proceeds shall be held in escrow by the Information Agent until further order of this Court;

[13] **DECLARES** that the Offer, the Deed of Sale and any related agreements or documents to be entered into or signed further thereto, and the vesting of the assets in the Offeror, will survive any proposal, plan of arrangements or bankruptcy of the Companies and will bind any successor in interest, including any trustee, monitor, interim receiver, receiver or other administrator of the property of others that may be appointed under any applicable federal or provincial legislation, and further **DECLARES** that the Transaction shall not be attacked or voided as a reviewable transaction nor as a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act* or any other applicable provincial or federal legislation;

[14] **APPROVES** the following and **SEEKS** the aid and assistance of courts in the United States of America to obtain, *inter alia*, the following orders:

a) that the Purchased Assets have diligently been marketed and that the sale process with respect thereto was conducted in good faith, affording potential purchasers a full, fair and reasonable opportunity to make an offer to purchase the Purchased Assets;

b) that ROL or the Monitor, as the foreign representative thereof (collectively, the "**Seller**"), have full power and authority to consummate the Transaction;

c) that no consents or approvals, other than as may be set forth in the Order or the US Order, are required for Seller to consummate the Transaction;

d) that the Transaction was negotiated at arm's-length, without collusion or fraud, and in good faith within the meaning of 11 U.S.C. § 363(m);

e) that the consideration provided for under the Offer (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, and (iii) will provide a greater recovery for ROL's estate than would be provided by any other available alternative;

f) that the terms and conditions of the Transaction are fair and reasonable;

g) that therefore the approval of the Transaction and the consummation of the sale of the Purchased Assets is in the best interest of ROL and its estate, creditors and other parties in interest and is an exercise of Seller's sound business judgment;

h) that a reasonable opportunity to object or be heard regarding the relief requested has been afforded to all interested persons and entities;

i) that the transfer of the Purchased Assets to the Offeror will be a legal, valid and effective transfer of the Purchased Assets and will vest the Offeror with all right, title, and interest of ROL in and to the Purchased Assets free and clear of all liens, claims, encumbrances, interests and rights of third parties of any kind or nature whatsoever (collectively, the "**Interests**");

j) that the Seller may sell the Purchased Assets free and clear of all Interests because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied;

k) that pursuant to 11 U.S.C. §§ 105(a) and 363(f), at the closing and upon consummation of the sale of the Purchased Assets, the Offeror shall acquire good and marketable title in and to the Purchased Assets, free and clear of all Interests, with all such Interests to attach to the net proceeds of the sale in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets, subject to any claims and defenses ROL and/or its estate or any other party in interest may possess with respect thereto;

l) that all persons or entities holding Interests against or in ROL or the Purchased Assets arising under or out of, in connection with, or in any way relating to ROL, the Purchased Assets, or the transfer of the Purchased Assets to the Offeror, are forever barred, estopped, and permanently enjoined from asserting against the

Offeror, its successors or assigns, its property or the Purchased Assets, such persons' or entities' Interests;

m) that the transfer of the Purchased to Offeror does not require any consents other than as specifically provided for in the Order and the US Order, and constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Offeror with all right, title and interest of ROL in and to the Purchased Assets free and clear of all Interests;

n) that the consideration provided for under the Offer (i) constitutes reasonably equivalent value and fair consideration under the *US Bankruptcy Code* and (ii) is fair and reasonable, and such transaction may not be avoided under 11 U.S.C. § 363(n);

o) that all entities that are presently, or on the closing date of the consummation of the Transaction may be, in possession of any of the Purchased Assets are directed to surrender possession of same to the Offeror on the closing date of the sale;

p) that the Offeror is a purchaser in good faith of the Purchased Assets and is entitled to all of the protections afforded by section 11 U.S.C. § 363(m);

q) that the terms and provisions of the Transaction, the Order and the US Order shall be binding in all respects upon, and shall inure to the benefit of ROL, its estate and its creditors; the Offeror, and its respective affiliates, successors and assigns; and any affected third parties, notwithstanding any subsequent appointment of any fiduciary under any section of any chapter of the *US Bankruptcy Code*, as to which fiduciary such terms and provisions shall be binding;

r) that time is of the essence in closing the sale of the Purchased Assets to the Offeror. Accordingly, 11 U.S.C. § 6004(h) shall not apply to the Order or the US Order, and said orders are immediately effective and enforceable;

[15] **DECLARES** that the Order shall have full force and effect in all of the provinces and territories of Canada, as well as in the United States of America, subject to the entry of any appropriate Order by any competent Court of the United States of America, in relation to any assets located in such jurisdiction;

[16] **REPLACES** Raymond Chabot Inc. (Paul Lafrenière, CA, CIRP, Trustee) by Ernst & Young Inc. (Martin Rosenthal, CA, CIRP, Trustee) as Monitor herein;

[17] **ORDERS** the provisional execution of the Order notwithstanding appeal;

[18] **THE WHOLE** without costs.

The Honourable Danièle Mayrand, J.S.C.

COPIE CONFORME

Greffier adjoint

C A N A D A

PROVINCE OF QUEBEC
District of Montreal

No: 500-11-032730-083

S U P E R I O R C O U R T
(Commercial Division)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

ROL MANUFACTURING (CANADA) LTD.
- and -
ROL MANUFACTURING OF AMERICA, INC.
- and -
MARWIL, INC.
- and -
ROL HOLDINGS (CANADA) INC.
- and -
ROL HOLDINGS USA, INC.
- and -
ROL MEXICANA, S.A. DE C.V.
- and -
ROL MANUFACTURAS DE MEXICO, S.A. DE C.V.

Petitioning Companies

- and -

RAYMOND CHABOT INC.

Monitor

- and -

HSBC BANK CANADA
-and -
LAURENTIAN BANK OF CANADA
- and -
ROYNAT BUSINESS CAPITAL INC.
- and -
PERSONAL AND MOVABLE REAL RIGHTS REGISTRAR, 1 Notre-Dame Street East, Suite 7.07, Montreal, Quebec, H2Y 1B6

Mises-en-cause

MOTION FOR AN ORDER APPROVING AN ASSET SALE AGREEMENT AND TO REPLACE THE MONITOR
(Sections 9 and 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36, as amended)

TO ONE OF THE JUDGES OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF MONTREAL, THE PETITIONING COMPANIES SUBMIT THE FOLLOWING:

Introduction

1. By the present Motion for an Order Approving an Asset Sale Agreement, the Petitioning Companies hereby request this Court to:

   a) approve the offer from Atsco Remanufacturing, Inc. acting in its own name or in the name of a person to be designated by it (the "**Offeror**"), as amended and accepted by ROL Manufacturing (Canada) Ltd. ("**ROL Canada**") on July 9, 2009 (the "**Offer**"), providing for the Offeror to purchase certain assets relating to the Power Steering Hose Division and more fully described hereinafter (the "**Purchased Assets**"), the whole as appears from the copy of the Offer communicated herewith as **Exhibit R-1** ;

   b) authorize ROL Canada and ROL Manufacturing of America, Inc. (collectively, "**ROL**") to proceed with the transactions contemplated pursuant to the Offer and execute any and all related documents in order to implement and give full effect to same;

   c) render a vesting order and other related orders;

   d) approve and seek the recognition or the orders to be rendered in the United States of America; and

   e) replace the Monitor;

Procedural Background

2. On March 7, 2008, the Petitioning Companies (collectively, "**ROL**" or the "**Companies**") initiated proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), pursuant to which this Court issued an Initial Order (the "**Initial Order**"), the whole as appears from the Court record;

3. The Initial Order was extended from time to time, the last extension expiring on September 18, 2009, the whole as appears from the Court record;

4. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Initial Order and in the Petition for the Issuance of an Initial Order, as well as in subsequent orders rendered herein, and the motions leading thereto;

The Sale Process Leading to the Offer

5. On December 15, 2008, the Court, at the request of the Companies, issued various orders, providing, *inter alia*, for:

   a) an expansion of the powers of the CRO; and

   b) the approval of a sale process for the Companies managed and led by the Information Agent;

6. Following the issuance of these orders, the Information Agent and the CRO, together with management, commenced the process of contacting potential buyers or investors for the purchase of or investment in the Companies, or for specific divisions of the Companies or the assets of such divisions (including the Power Steering Hose Division);

7. To that end, the Information Agent followed up diligently with potential offerors to solicit and gauge interest for the assets of the Power Steering Hose Division, the whole as appears from the copy of the report of the Information Agent communicated herewith as **Exhibit R-2** ;

The Offer

8. On July 8, 2009, following negotiations and ongoing due diligence with the Offeror, a conditional offer was received from the Offeror for the assets of the Power Steering Hose Division;

9. The Offer that has been accepted by ROL Canada, subject to the Court's and the US Court approval of the transaction contemplated therein (the "**Transaction**") and other applicable conditions;

10. The Offeror, which has its head office in Phoenix (Arizona) remanufactures power steering components (pumps, gears, rack & pinion units, valves and cylinders) and sells them to the automotive aftermarket;

11. The Offeror intends to pursue the operations of the Power Steering Hose Division and, as such, will hire up to three (3) managers and 10 hourly current employees of ROL;

12. Some of the material terms set out in the Offer are as follows:

    a) Identity of Assets: The Purchased Assets all relate to the Power Steering Hose Division and include, *inter alia*, machinery, equipment and fixtures located in Solon (Ohio) plant (the "**Solon Plant**"), as well as the inventory located at the Solon Plant, at the Orlando (Florida) distribution facility, and at the fee warehouses located in Vernon (California), Miami (Florida) and Mississauga (Ontario);

    b) As Is, Where Is: The Purchased Assets are to be purchased as is, where is;

    c) Purchase Price: The purchase price for the Purchased Assets is over US$600,000, subject to some adjustments provided for in the Offer;

    d) Closing: A prior condition to closing the Transaction is that this Court and the US Court, approve the Offer and issue vesting orders to the effect that the Purchased Assets are sold free and clear of any charges encumbering them, the whole by no later than July 30, 2009. A deed of sale (the "**Deed of Sale**") reflecting the terms of the Offer and other standard terms and conditions for a transaction comparable to the Transaction is to be concluded by the parties within ten (10) days of the issuance of such Court approval; and

    e) Transitional Services: A condition of the Offer is that ROL offer the "transitional services" to the Offeror described in the term sheet that constitutes Appendix 4 to the Offer, the purpose of which is to allow ROL to continue to fulfill order from its existing customers pending the closing and to assist in the orderly transfer of the operations of the Purchased Assets from ROL to the Offeror on closing. A "Transitional Services Agreement" formalizing the nature and terms of these services is currently being negotiated by the parties;

13. The Offer also provides for a deposit, which has duly been received, to be applied in reduction of the Purchase Price, which has been remitted by the Offeror and placed in trust with the Information Agent, the whole as

appears more fully from a copy of the wire-transfer confirmation communicated in support hereof as **Exhibit R-3**;

14. The Companies hereby request that this Court orders that Exhibits R-1 and R-3 be kept confidential in a sealed envelope until the Transaction is closed in accordance with its terms, such that the content of such documents will not be made available to the public in order to safeguard the possibility of soliciting and obtaining other offers in the event that the Transaction is not consummated;

Support for the Offer and Unfavourable Alternative to the Offer

15. The Companies believe that the Offer represents the best available outcome for their stakeholders, inasmuch as the Offer provides the best opportunity to maximize the value of the Purchased Assets;

16. Should the Transaction not proceed, there is a strong possibility that any piecemeal liquidation of the Purchased Assets that would be required would generate much less revenue than the value contemplated in the Offer, and this, with the attendant additional costs that would be required, thus yielding much less for the stakeholders of the Companies;

17. The Mises-en-cause secured creditors, namely, HSBC Bank Canada ("**HSBC**"), Laurentian Bank of Canada ("**Laurentian**") and Roynat Business Capital inc. ("**Roynat**, and collectively HSBC and Laurentian, the "**Secured Creditors**") were regularly kept apprised of the efforts made to find a purchaser of the assets contemplated by the Offer;

18. Each of the Secured Creditors, the Monitor and the Information Agent has informed the Companies that it supports the granting of the present Motion, the approval of the Offer and the rendering of the Orders sought herein;

19. The Offeror has requested that the Offer be approved by this Court and that related Order be rendered, including a vesting order;

20. The Companies respectfully submit that it is in the best interest of the Companies and their stakeholders that the present Motion be granted in accordance with its conclusions;

21. The Companies respectfully submit that the notices given of the presentation of this Motion are proper and sufficient;

Replacement of Monitor

22. Since the issuance of the Initial Order, Raymond Chabot Inc. ("**Raymond Chabot**"), through Paul Lafrenière, CA, CIRP, Trustee, has been acting has the Monitor herein;

23. Mr. Lafrenière, the sole employee of Raymond Chabot actively involved in these proceedings, will be shortly leaving Raymond Chabot for another firm and, consequently, has asked to step down as the representative of the Monitor herein;

24. ROL believes, given the circumstances and the anticipated material additional costs that would need to be incurred, at its and its stakeholders' expense, in order to transfer responsibility to act as representative of the Monitor from Mr. Lafrenière to a new representative of Raymond Chabot, that Raymond Chabot should be substituted by Ernst & Young Inc. ("**Ernst & Young**"), acting through Martin Rosenthal, CA, CIRP, Trustee;

25. Mr. Rosenthal, as Ernst & Young's representative, is well aware of this matter as he has been acting as Information Agent herein;

26. Ernst & Young accepts to act as the Monitor herein in replacement of Raymond Chabot;

27. Ernst & Young Inc. will continue to act as Information Agent, and will continue to manage and lead the process of selling the remaining assets and perform its other duties as Information Agent as provided for in previous orders of this Court;

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

[1] **GRANT** the present Motion;

[2] **DECLARE** that all capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Initial Order issued on March 7, 2008, as amended and restated (the "**Initial Order**");

[3] **DECLARE** sufficient the service of the present Motion and prior notice of its presentation;

[4] **DECLARE** that the offer from Atsco Remanufacturing, Inc. acting in its own name or in the name of a person to be designated by it (the "**Offeror**"), as amended and accepted by ROL Manufacturing (Canada) Ltd. ("**ROL Canada**") on July 9, 2009 (the "**Offer**", communicated as Exhibit R-1), providing for the Offeror to purchase certain assets relating to the Power Steering Hose Division (the "**Purchased Assets**"), at the

purchase price stated therein, is fair and reasonable under the circumstances and in the best interest of the Companies' stakeholders;

[5] **AUTHORIZE** ROL Canada and ROL Manufacturing of America, Inc. (collectively "**ROL**") to enter into the Offer and **DECLARE** that same is valid and enforceable;

[6] **AUTHORIZE** ROL and the Offeror to sign and execute a deed of sale (the "**Deed of Sale**") and the "Transitional Services Agreement" (as such term is defined in the Offer) substantially reflecting the terms and conditions of the Offer and the transaction contemplated thereby (the "**Transaction**") and other standard terms and conditions for a transaction comparable to the Transaction, and **FURTHER AUTHORIZE** such parties to execute any agreement, contract, deed or any other document ancillary or related to the Offer or the Deed of Sale which could reasonably be required or useful to give full and complete effect thereto;

[7] **ORDER** that the Exhibits R-1 and R-3 be kept confidential in a sealed envelope until the Transaction is finalized, such that the such that the content of such documents will not be made available to the public in order to safeguard the possibility of soliciting and obtaining other offers in the event that the Transaction is not consummated;

[8] **DECLARE** that upon filing with this Court of a certificate by the Monitor stating that the Transaction is completed (hereinafter the "**Monitor's Certificate**"), any and all of the Purchased Assets shall be and are hereby vested in the Offeror, absolutely and forever free and clear of and from any and all encumbrances, liens, claims, rights, title, interests, security interests, charges, pledges, mortgages, hypothecations, hypothecs, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, priorities, remedies from facts which exist as of the date of the present judgment whether known or unknown, or any other rights, rights of use, disputes and debts of all persons or entities of any kind whatsoever and howsoever arising, whether contractual, statutory, by operation of law or otherwise, whether perfected, attached, registered or filed, whether secured, unsecured or otherwise and whether created by or pursuant to the orders made in these proceedings, including all charges created by order of this Court in the Initial Order, as amended and restated, and/or further orders;

[9] **ORDER** and **DECLARE** except as specifically provided for in the Deed of Sale, the Offeror will not be liable for wages, salaries and employment obligations, as well as for any indemnity, severance pay, amounts in lieu of prior notice or other obligations (however and whenever arising) relating

to the termination of employees of the Companies and their direct and indirect subsidiaries;

[10] **DECLARE** that the Transaction shall be considered and have the effect of a sale under judicial authority which discharges all real rights, to the extent provided by the *Code of Civil Procedure of Québec*, R.S.Q., c. C-25;

[11] **ORDER** the Personal and Movable Real Rights Registrar or its equivalent in any Province or States to publish an application for voluntary reduction with respect to the hypothecs charging the Purchased Assets (the "**Security**"), such that all of the Purchased Assets are no longer affected by the Security, the whole upon presentation of the required form with a true copy of the present judgment and the Monitor's Certificate attesting that the Transaction is completed;

[12] **ORDER** that the Security will charge the proceeds of the Transaction and that such proceeds shall be held in escrow by the Information Agent until further order of this Court;

[13] **DECLARE** that the Offer, the Deed of Sale and any related agreements or documents to be entered into or signed further thereto, and the vesting of the assets in the Offeror, will survive any proposal, plan of arrangements or bankruptcy of the Companies and will bind any successor in interest, including any trustee, monitor, interim receiver, receiver or other administrator of the property of others that may be appointed under any applicable federal or provincial legislation, and further **DECLARE** that the Transaction shall not be attacked or voided as a reviewable transaction nor as a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act* or any other applicable provincial or federal legislation;

[14] **APPROVE** the following and **SEEK** the aid and assistance of courts in the United States of America to obtain, *inter alia*, the following orders:

a) that the Purchased Assets have diligently been marketed and that the sale process with respect thereto was conducted in good faith, affording potential purchasers a full, fair and reasonable opportunity to make an offer to purchase the Purchased Assets;

b) that ROL or the Monitor, as the foreign representative thereof (collectively, the "**Seller**"), have full power and authority to consummate the Transaction;

c) that no consents or approvals, other than as may be set forth in the Order or the US Order, are required for Seller to consummate the Transaction;

d) that the Transaction was negotiated at arm's-length, without collusion or fraud, and in good faith within the meaning of 11 U.S.C. § 363(m);

e) that the consideration provided for under the Offer (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, and (iii) will provide a greater recovery for ROL's estate than would be provided by any other available alternative;

f) that the terms and conditions of the Transaction are fair and reasonable;

g) that therefore the approval of the Transaction and the consummation of the sale of the Purchased Assets is in the best interest of ROL and its estate, creditors and other parties in interest and is an exercise of Seller's sound business judgment;

h) that a reasonable opportunity to object or be heard regarding the relief requested has been afforded to all interested persons and entities;

i) that the transfer of the Purchased Assets to the Offeror will be a legal, valid and effective transfer of the Purchased Assets and will vest the Offeror with all right, title, and interest of ROL in and to the Purchased Assets free and clear of all liens, claims, encumbrances, interests and rights of third parties of any kind or nature whatsoever (collectively, the "**Interests**");

j) that the Seller may sell the Purchased Assets free and clear of all Interests because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied;

k) that pursuant to 11 U.S.C. §§ 105(a) and 363(f), at the closing and upon consummation of the sale of the Purchased Assets, the Offeror shall acquire good and marketable title in and to the Purchased Assets, free and clear of all Interests, with all such Interests to attach to the net proceeds of the sale in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets, subject to any claims and defenses ROL and/or its estate or any other party in interest may possess with respect thereto;

l) that all persons or entities holding Interests against or in ROL or the Purchased Assets arising under or out of, in connection with, or in any way relating to ROL, the Purchased Assets, or the transfer of the Purchased Assets to the Offeror, are forever barred, estopped, and permanently enjoined from asserting against the Offeror, its successors or assigns, its property or the Purchased Assets, such persons' or entities' Interests;

m) that the transfer of the Purchased to Offeror does not require any consents other than as specifically provided for in the Order and the US Order, and constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Offeror with all right, title and interest of ROL in and to the Purchased Assets free and clear of all Interests;

n) that the consideration provided for under the Offer (i) constitutes reasonably equivalent value and fair consideration under the *US Bankruptcy Code* and (ii) is fair and reasonable, and such transaction may not be avoided under 11 U.S.C. § 363(n);

o) that all entities that are presently, or on the closing date of the consummation of the Transaction may be, in possession of any of the Purchased Assets are directed to surrender possession of same to the Offeror on the closing date of the sale;

p) that the Offeror is a purchaser in good faith of the Purchased Assets and is entitled to all of the protections afforded by section 11 U.S.C. § 363(m);

q) that the terms and provisions of the Transaction, the Order and the US Order shall be binding in all respects upon, and shall inure to the benefit of ROL, its estate and its creditors; the Offeror, and its respective affiliates, successors and assigns; and any affected third parties, notwithstanding any subsequent appointment of any fiduciary under any section of any chapter of the *US Bankruptcy Code*, as to which fiduciary such terms and provisions shall be binding;

r) that time is of the essence in closing the sale of the Purchased Assets to the Offeror. Accordingly, 11 U.S.C. § 6004(h) shall not apply to the Order or the US Order, and said orders are immediately effective and enforceable;

[15] **DECLARE** that the Order shall have full force and effect in all of the provinces and territories of Canada, as well as in the United States of

America, subject to the entry of any appropriate Order by any competent Court of the United States of America, in relation to any assets located in such jurisdiction;

[16] **REPLACE** Raymond Chabot Inc. (Paul Lafrenière, CA, CIRP, Trustee) by Ernst & Young Inc. (Martin Rosenthal, CA, CIRP, Trustee) as Monitor herein;

[17] **ORDER** the provisional execution of the Order notwithstanding appeal;

[18] **THE WHOLE** without costs save in case of contestation.

MONTREAL, July 15, 2009

Heenan Blaikie

HEENAN BLAIKIE LLP
Attorneys for the Petitioning Companies

AFFIDAVIT

I, the undersigned, KEN LABELLE, Chief Restructuring Officer, domiciled and residing for the purpose hereof at 875 Montée Saint François, Laval, Province of Quebec, H7C 2S8, solemnly declare as follows:

1. That I am a duly authorized representative of the Petitioning Companies;

2. That all the facts contained in the present Motion for an Order Approving an Asset Sale Agreement and to replace the Monitor are true to my knowledge and belief;

3. That all the facts contained in this affidavit are true.

AND I HAVE SIGNED:

KEN LABELLE

Solemnly affirmed to before me, in the City of Montreal, this 15th day of July, 2009

Commissioner for Oath

LORRAINE R. THEISSEN 106,401

DISTRICT DE MONTRÉAL

TRUE COPY

HEENAN BLAIKIE LLP

NOTICE OF PRESENTATION

TO : Mtre. Denis Ferland
Mtre. Christian Lachance
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AND : Mtre. Michel Laroche
Mtre. Jean-François Gauvin
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AND: Ms. Johanne Pilon
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AND: Mtre. Jean-Yves Fortin
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Attorneys for Qualitec Metal Finishers

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Attorney for Soucy Baron Inc.

AND : Mtre. Jeffrey Neil Schwartz
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Bureau 405
Montréal, Québec, H3W 1X7

Attorney for C.H.I.S.M.

TAKE NOTICE that the present Motion for an Order Approving an Asset Sale Agreement and to Replace the Monitor will be presented for adjudication before the Honourable Danièle Mayrand of the Superior Court, sitting in the Commercial Division, in and for the judicial district of Montreal, on July 17, 2009, at 9:30 o'clock, in room 16.12 of the Courthouse of Montreal, located at 1 Notre-Dame Street East in the City of Montreal, Province of Quebec, or as soon thereafter as counsel may be heard.

AND DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, July 15, 2009

Heenan Blaikie

HEENAN BLAIKIE LLP
Attorneys for the Petitioning Companies

CANADA

PROVINCE OF QUEBEC
District of Montreal

No: 500-11-032730-083

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

ROL MANUFACTURING (CANADA) LTD.
- and -
ROL MANUFACTURING OF AMERICA, INC.
- and -
MARWIL, INC.
- and -
ROL HOLDINGS (CANADA) INC.
- and -
ROL HOLDINGS USA, INC.
- and -
ROL MEXICANA, S.A. DE C.V.
- and -
ROL MANUFACTURAS DE MEXICO, S.A. DE C.V.

Petitioning Companies

- and -

RAYMOND CHABOT INC.

Monitor

- and -

HSBC BANK CANADA
-and -
LAURENTIAN BANK OF CANADA
- and -
ROYNAT BUSINESS CAPITAL INC.
- and -
PERSONAL AND MOVABLE REAL RIGHTS REGISTRAR

Mises-en-cause

LIST OF EXHIBITS
(In support of the *Motion for an Order Approving an Asset Sale Agreement and to Replace the Monitor*)

EXHIBIT R-1 Offer of Atsco Remanufacturing, Inc. under seal of confidentiality;

EXHIBIT R-2 Report of the Information Agent;

EXHIBIT R-3 Wire-transfer confirmation for deposit under seal of confidentiality.

MONTREAL, July 15, 2009

Heenan Blaikie

HEENAN BLAIKIE LLP
Attorneys for the Petitioning Companies

N^{O}: 500-11-032730-083

SUPERIOR COURT
DISTRICT OF MONTREAL
(Commercial Division)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

ROL MANUFACTURING (CANADA) LTD. et *als.*

Petitioning Companies

- and -

RAYMOND CHABOT INC.

Monitor

- and -

HSBC BANK CANADA ET ALS.

Mises-en-cause

MOTION FOR AN ORDER APPROVING AN ASSET SALE AGREEMENT AND TO REPLACE THE MONITOR AND LIST OF EXHIBITS
(Sections 9 and 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36, as amended)

ORIGINAL

Code: BJ-0039 Our ref. : 046403-0009

M^{e} Nicolas Plourde Telephone : 514-846-2324
Fax : 514-921-1324

Heenan Blaikie LLP
AVOCATS/LAWYERS
1250, René-Lévesque Blvd. West, suite 2500
Montréal (Québec) H3B 4Y1

This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Lawrence S. Walter
United States Bankruptcy Judge

Dated: July 29, 2009

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (DAYTON)

In re:	**Chapter 15**
	Case No. 08-31022
ROL MANUFACTURING (CANADA) LTD., *ET AL.*,	**(Jointly Administered)**
	Honorable Lawrence S. Walter
Debtors.	

ORDER (I) APPROVING AND CONFIRMING THE CCAA SALES PROCESS AND (II) AUTHORIZING AND APPROVING THE SALE OF THE DEBTORS' POWER STEERING HOSE DIVISION

This matter having come before the Court on the *Monitor's Motion for Order (A) Approving and Confirming CCAA Sales Process for Proposed Sale of Certain Divisions of Debtors And (B) Authorizing and Approving the Sale of Debtors' Power Steering Hose Division* (D.I. 133) ("Motion")* filed by Raymond Chabot Inc. ("Monitor") on behalf of the above-captioned chapter 15 debtors ("Debtors") pursuant to which the Monitor seeks entry of orders

* Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

(i) approving the CCAA sale process for the sale of certain Divisions of the Debtors ("CCAA Sale Process") and (ii) authorizing and approving the sale by the Debtors of the assets comprising their Power Steering Hose Division ("PSH Division Assets") to ATSCO Remanufacturing, Inc. ("Purchaser") pursuant to and in accordance with the terms and conditions set forth in the Agreement ("PSH Division Sale"); and the Court having reviewed the Motion; and it appearing that notice of the Motion and of the hearing regarding the Motion ("Sale Hearing") was good and sufficient under the particular circumstances and that no other or further notice need be given; and the Court having considered the arguments of counsel at the Sale Hearing held on July 29, 2009; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and upon the record of the Hearing; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The Court has jurisdiction over this matter and over the property of the Debtors located in the territorial limits of the United States and their respective chapter 15 cases pursuant to 28 U.S.C. §§ 1334 and 157(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (P). Venue of these cases in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. The Monitor has articulated good and sufficient business justifications for approving the CCAA Sales Process and notice procedures in connection with the contemplated Division Sales.

C. The CCAA Sales Process and the contemplated Division Sales are reasonable and appropriate and represent the best method for maximizing the return to the estates for the Divisions.

D. Shortened notice of the Motion, the Sale Hearing, the CCAA Sale Process and the PSH Division Sale was appropriate under the circumstances. Except as otherwise set forth in this Order, no other or further notice of the Motion, the Sale Hearing, the CCAA Sale Process or the PSH Division Sale is or shall be required.

E. The Debtors have diligently marketed the Divisions and conducted the CCAA Sale Process with respect thereto in good faith, affording potential purchasers a full, fair and reasonable opportunity to make offers to purchase the Divisions.

F. The Debtors have full power and authority to consummate the PHS Division Sale. No consents or approvals, other than as may be set forth in this Order, are required for the Debtors to consummate the PSH Division Sale.

G. The PSH Division Sale was negotiated by the Debtors and Purchaser at arm's-length, without collusion or fraud, and in good faith within the meaning of 11 U.S.C. § 363(m).

H. The consideration provided by Purchaser for the PSH Division Assets pursuant to the PSH Division Sale (i) is fair and reasonable, (ii) is the highest and best offer for the PSH Division Assets, and (iii) will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The terms and conditions of the PSH Division Sale are fair and reasonable. Therefore, approval of the PSH Division Sale and consummation of the sale of the PSH Division Assets are in the best interests of the Debtors and their estates, creditors and other parties in interest and is an exercise of the Debtors' sound business judgment.

I. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities.

J. The transfer of the PSH Division Assets to Purchaser will be a legal, valid and effective transfer of the PSH Division Assets and will vest Purchaser with all right, title, and interest of the Debtors in and to the PSH Division Assets, free and clear of all liens, claims, encumbrances, interests and rights of third parties of any kind or nature whatsoever (collectively, the "Interests"), with such Interests attaching to the proceeds of the PSH Division Sale.

K. Receiver may sell the PSH Division Assets free and clear of all Interests because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied.

NOW THEREFORE, IT IS HEREBY:

ORDERED, that the Motion is GRANTED; and it is further

ORDERED, that any and all objections concerning the Motion, and all reservations of rights or relief requested therein, are hereby overruled on the merits and denied with prejudice; and it is further

ORDERED, that the CCAA Sales Process (as described in the Motion) is hereby approved and confirmed and shall govern all proceedings relating to the proposed Division Sales, which consist of: (i) the Power Steering Hose Division; (ii) the Gasket Division; and (iii) the Exhaust Division; and it is further

ORDERED, that the Monitor, the Debtors and their respective professionals are authorized to take any and all actions reasonably necessary to effectuate the CCAA Sale Process in connection with the PHS Division Sale and the other contemplated Division Sales; and it is further

ORDERED, that the PSH Division Sale to Purchaser is hereby approved in all respects. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to perform their obligations to consummate the sale of the PSH Division Assets pursuant to the terms of the PSH Division Sale; and it is further

ORDERED, that the Debtors are authorized to execute, deliver, perform under, consummate, and implement the PSH Division Sale, and are authorized to take any actions as may be reasonably requested by Purchaser for the purpose of transferring the PSH Division to Purchaser; and it is further

ORDERED, that this Order shall be binding in all respects upon all creditors of the Debtors, all successors and assigns of Debtors, their agents, and any subsequent foreign representative appointed in the Debtors' Chapter 15 cases or trustee(s) upon a conversion thereof to Chapter 11 or 7 of the Bankruptcy Code and shall not be subject to rejection; and it is further

ORDERED, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, at the closing and upon consummation of the PSH Division Sale to Purchaser, Purchaser shall acquire good and marketable title in and to the PSH Division Assets, free and clear of all Interests, with all such Interests to attach to the net proceeds of the sale in the order of their priority, with the same validity, force, and effect that they now have as against the PSH Division Assets, subject to any claims and defenses the Debtors and/or their estates or any other party in interest may possess with respect to such Interests; and it is further

ORDERED, all persons or entities holding Interests against or in any Debtor or the PSH Division Assets arising under or out of, in connection with, or in any way relating to, Debtors, the PSH Division Assets, or the transfer of the PSH Division Assets to Purchaser, are forever barred, estopped, and permanently enjoined from asserting against Purchaser, its successors or assigns, its property or the PSH Division Assets, such persons' or entities' Interests; and it is further

ORDERED, that the transfer of the PSH Division Assets to Purchaser does not require any consents other than as specifically provided for in this Order and constitutes a legal, valid, and effective transfer of the PSH Division Assets, and shall vest Purchaser with all right, title and interest of the Debtors in and to the PSH Division Assets free and clear of all Interests; and it is further

ORDERED, that the consideration provided by Purchaser for the PSH Division Assets under the PSH Division Sale: (i) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code; and (ii) is fair and reasonable, and such transaction may not be avoided under section 363(n) of the Bankruptcy Code; and it is further

ORDERED, that all entities that are presently, or on the closing date of the consummation of the PSH Division Sale may be, in possession of any of the PSH Division Assets are directed to surrender possession of same to Purchaser on the closing date of the sale; and it is further

ORDERED, that Purchaser is a purchaser in good faith of the PSH Division Assets and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code; and it is further

ORDERED, that the terms and provisions of the PSH Division Sale and this Order shall be binding in all respects upon, and shall inure to the benefit of, Debtors, their estates, and their creditors; Purchaser, and its respective affiliates, successors and assigns; and any affected third parties, notwithstanding any subsequent appointment of any fiduciary under any section of any chapter of the Bankruptcy Code, as to which fiduciary such terms and provisions shall be binding; and it is further

ORDERED, that time is of the essence in closing the sale of the PSH Division Assets to Purchaser. Accordingly, Bankruptcy Rule 6004(h) shall not apply to this Order, and this Order is immediately effective and enforceable; and it is further

ORDERED, that this Order constitutes this Court's approval of the sale of PSH Division Assets to Purchaser. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

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