

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**THE HONOURABLE MR.) MONDAY, THE 26TH DAY
JUSTICE GROUND) OF MARCH, 2007**

BETWEEN:

MORRIS J. WAXMAN

Applicant

-and-

**CHESTER WAXMAN, BAILEY WAXMAN, AARON WAXMAN, WAXMAN
INDUSTRIAL SERVICES CORP., WARREN WAXMAN and
I. WAXMAN & SONS LIMITED**

Respondents

APPLICATION under sections 207 and 248 of the *Business
Corporations Act* (Ontario)

ORDER

THIS MOTION, made by Morris Waxman ("Morris") for an Order pursuant to sections 207 and 248 of the *Business Corporations Act* (Ontario) R.S.O. 199, c. B 16, as amended (the "OBCA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended (the "CJA") appointing Deloitte & Touche Inc. as receiver (the "Receiver") without security, of all of the assets, undertakings and properties of I. Waxman & Sons Limited ("TWS") was heard this day at Toronto, Ontario.

ON READING the affidavit of Michael S. Waxman sworn February 28, 2007, and the Exhibits thereto, the Fourth Report of Deloitte & Touche Corporate Finance Inc. as court-appointed marketing agent (the "Marketing Agent"), the Fifth Report of Deloitte & Touche Inc. as Monitor, and on hearing the submissions of counsel for Morris, counsel for Chester Waxman and counsel for the Marketing Agent, no one else appearing although duly served as appears from the affidavit of service of Jennifer Tam, sworn March 1, 2007 and on reading the consent of Deloitte & Touche Inc. to act as Receiver:

SERVICE

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

RECEIVER APPOINTED - MARKETING AGENT AND MONITOR DISCHARGED

2. THIS COURT ORDERS that pursuant to sections 207 and 248 of the OBCA and section 101 of the CJA, Deloitte & Touche Inc. is hereby appointed Receiver, without security, of all of IWS's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

3. THIS COURT ORDERS AND DIRECTS THAT Deloitte & Touche Corporate Finance Inc. ("DTCFI") as Marketing Agent appointed pursuant to the Order of the Honourable Justice Farley made September 1, 2005 shall, within two Business Days of the date of this Order, pay over to the Receiver all funds in its hands which constitute Property, without prejudice to the

claims of Chesterton Investments Limited and Lightning Distribution Inc. in respect of a portion of the proceeds of the sale of 480-500 Centennial Parkway, Hamilton, Ontario.

4. THIS COURT ORDERS that effective upon the making of the payment(s) by the Marketing Agent to the Receiver referred to in paragraph 3 above, the appointment of DTCFI Marketing Agent, be and is hereby terminated, and DTCFI be and is hereby discharged as Marketing Agent.

5. THIS COURT ORDERS that Deloitte & Touche Inc., as Monitor over the business and affairs of IWS, appointed by Order of Mr. Justice Farley dated May 4, 2004 in Court File No. 02-CL-4794 and confirmed by paragraph 2 of the Judgment of Mr. Justice Farley dated September 1, 2005 in Court File No. 02-CL-4794 (the "Monitor") be terminated and the Monitor shall be discharged and any claims of any nature whatsoever shall be forever barred and extinguished, save and except for gross negligence or wilful misconduct, and no proceeding alleging gross negligence or wilful misconduct shall be commenced against the Monitor without leave of the Court. The Receiver shall exercise any former duty of the Monitor pursuant to paragraph 3(d) of the September 1, 2005 Judgment, the June 28, 2006 Order of Spies J. and any further orders of the Court concerning legal fees.

6. THIS COURT ORDERS that Fourth Report of the Monitor, dated December 22, 2006, and the Fifth Report of the Monitor, dated March 12, 2007, be and the same is hereby accepted and the actions and activities of the Monitor as reported therein are hereby approved.

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal shall be commenced or continued by any of the parties affected by the sales process against the Marketing Agent with respect to the sales process (the "Sales Process") conducted by

it pursuant to the order of Mr. Justice Farley Order made September 1, 2005, any claims of any nature whatsoever shall be forever barred and extinguished, save and except for gross negligence or wilful misconduct, and no proceeding alleging gross negligence or wilful misconduct shall be commenced against the Marketing Agent without leave of the Court

RECEIVER'S POWERS

8. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized, but not obligated, to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to implement the recommendations contained in the Fourth Report of the Marketing Agent, dated February 27, 2007;
- (d) to engage, with the consent of Morris, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

of the powers and duties conferred by this Order. Without limiting the forgoing, the Receiver is expressly empowered and authorized, but not obligated to have access to and/or retain the services of the former Marketing Agent and the former Monitor of IWS;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of IWS or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to IWS and to exercise all remedies of IWS in collecting such monies, including, without limitation, to enforce any security held by IWS;
 - (g) to settle, extend or compromise any indebtedness owing to IWS;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of IWS, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of IWS;
 - (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to IWS, the Property or the Receiver, and to settle or compromise any such proceedings.
- The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction for the sale of IWS' inventory, not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000;

(ii) without the approval of this Court in respect of any transaction for the sale other than IWS' inventory, not exceeding \$75,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and

(iii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the

receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of IWS;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of IWS, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by IWS;
- (q) to exercise any shareholder, partnership, joint venture or other rights which IWS may have;
- (r) to pay to DTCFI and its counsel any unpaid amounts remaining owing on account of their reasonable fees and disbursements in respect of DTCFI's appointment as Marketing Agent;
- (s) to pay the Monitor and its counsel any unpaid amounts remaining owing on account of their reasonable fees and disbursements in respect of the Monitor's appointment;
- (t) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including IWS, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

9. THIS COURT ORDERS that (i) IWS, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

10. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of IWS, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due

to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST IWS OR THE PROPERTY

13. THIS COURT ORDERS that no Proceeding against or in respect of IWS or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of IWS or the Property are hereby stayed and suspended pending further Order of this Court, save and except (a) the motion for confirmation of, or to oppose confirmation of, the Reference Report of Master R.B. Linton concerning the liability of Chester Waxman, Warren Waxman, Robert Waxman and IWS in Court File no. 33234/88 and any appeals therefrom; (b) a motion by Chester Waxman for funding of the motion for confirmation of, or to oppose confirmation of, the Reference Report of Master R.B. Linton; ^{AND ANY APPEALS THEREFROM} (c) the assessment of the costs against Chester Waxman, Warren Waxman, Robert Waxman and IWS and related parties pursuant to the order of Sanderson J. dated January 10, 2003 (the "Costs Order") or to quantify the amounts owing by such parties in respect of costs pursuant to any other obligation or order; (d) any proceedings to quantify the amount that Chester Waxman, Warren Waxman, Robert Waxman and related parties owe to IWS in respect of legal fees and disbursements paid by IWS and ordered reimbursed to IWS pursuant to the Costs Order; (e) the appeal of the Order of Madam Justice Spies dated June 28, 2006 concerning Chester Waxman's ability to access certain funds to pay legal fees and disbursements; (f) any proceedings to quantify the amount owing to IWS by Lightning Distribution Inc. pursuant to the Judgment of Farley J. dated September 1, 2005; and (g) any motion by Chesterton Investments Limited or Lightning Distribution Inc. to seek payment of a portion of the proceeds of the sale of 480-500 Centennial Parkway, Hamilton (collectively, the "Main Proceedings").

NO EXERCISE OF RIGHTS OR REMEDIES

14. THIS COURT ORDERS that, subject to the exceptions referred to in paragraph 9 above, all rights and remedies against IWS, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or IWS to carry on any business which IWS is not lawfully entitled to carry on, (ii) exempt the Receiver or IWS from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

15. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by IWS, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

16. THIS COURT ORDERS that all Persons having oral or written agreements with IWS or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, freight services, utility or other services to IWS are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required

by the Receiver, and that the Receiver shall be entitled to the continued use of IWS' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of IWS or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

17. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Receivership Accounts") and the monies standing to the credit of such Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court in these proceedings or in the Main Proceedings.

EMPLOYEES

18. THIS COURT ORDERS that, upon the making of this order, all employees of the Company are hereby terminated. Upon the termination of Chester Waxman, Warren Waxman or Gary Waxman, no further monies provided for in paragraph 1(d) of the Judgment of Farley J., dated September 1, 2005 in Court File No. 02-CL-4794 shall be paid to such person or expenses covered in respect of them or any member of the Chester Waxman family, without prejudice to

whatever rights, if any, such persons may have to any contractual or statutory severance pay, vacation pay or termination pay, or to reimbursement of reasonable and ordinary business expenses incurred prior to such termination. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

19. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by IWS, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or

collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

21. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by any applicable legislation.

RECEIVER'S ACCOUNTS

22. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel both ⁱⁿ ~~is~~ respect of this application to date and hereafter,

incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

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

24. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges

thereon, in priority to all security interests, trusts, liens, charges and encumbrances; statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

26. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

28. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

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

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

31. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of

this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Mar 26/07
Order to cease
on above terms
as amended
J. D. [Signature]

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte & Touche Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of I. Waxman & Sons Limited appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 8th day of March, 2007 (the "Order") made in an action having Court file number 05-CL-5881, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the _____ day of each month after the date hereof at the rate of _____ per cent *per annum*.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2007.

Deloitte & Touche Inc., solely in its capacity as
Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____

Name:

Title:

MORRIS WAXMAN

- and -

CHESTER WAXMAN, et al
Respondent

Applicant

Court File No. 05-CL-5881

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

ORDER

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