

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

THE HONOURABLE )  
 ) WEDNESDAY, THE 9<sup>TH</sup> DAY  
MR. JUSTICE WILTON-SIEGEL ) OF JULY, 2008

**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**  
**BRAKE PRO, LTD.**

**ORDER**

**THIS MOTION**, made by BDO DUNWOODY LIMITED ("**BDO**") in its capacity as Monitor (the "**Monitor**") of Brake Pro, Ltd. (the "**Debtor**"), for an order:

- (i) approving the activities of the Monitor as set out in the Ninth Report of the Monitor dated July 7, 2008 (the "Ninth Report");
- (ii) approving the fees and disbursements of the Monitor and its counsel as set out in the Ninth Report;
- (iii) discharging BDO as Monitor of the Debtor; and
- (iv) releasing BDO from any and all liability, as set out in paragraph 4 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Ninth Report and the Affidavits of the Monitor and its counsel as to fees therein contained (the "**Fee Affidavits**"), and on hearing the submissions of

counsel for the Monitor, and WACHOVIA CAPITAL FINANCE CORPORATION, no one else appearing although served as evidenced by the Affidavit of Jhoana Pen sworn July 7, 2008, filed;

1. **THIS COURT ORDERS** that the activities of the Monitor are hereby approved, as set out in the Ninth Report and all prior reports.

2. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Ninth Report and the Fee Affidavits, are hereby approved, including a reserve of \$5,000.00 established to secure the fees and disbursements of BDO and its counsel, for any fees and disbursements that may be incurred after the discharge of BDO as Monitor. The fees hereby approved shall be paid out of the money held by BDO as trust funds on account of the Administration Charge.

3. **THIS COURT ORDERS** that BDO shall be discharged as Monitor of the Debtor, provided however that notwithstanding its discharge herein

(a) BDO shall remain Monitor for the performance of such incidental duties as may be required to complete the proceedings herein; and

(b) BDO shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO in its capacity as Monitor.

4. **THIS COURT ORDERS AND DECLARES** that BDO is hereby released and discharged from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Monitor herein. Without limiting the generality of the foregoing, BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within proceedings.

5. **THIS COURT ORDERS** that BDO shall hold in trust all money presently in its hands with respect to this matter and pay the same as directed by further order of this Court.

BDO shall be entitled to deduct from any such distributions its reasonable fees and those of its counsel incurred on this motion or hereafter.

  
L. Paulseth.

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

JUL 09 2008

PER/PAR: 

IN THE MATTER OF THE *COMPANIES CREDITORS ARRANGEMENT ACT*, R. S. C., 1985 c. C-36  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BRAKE PRO, LTD.

**ONTARIO  
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**Proceeding commenced at Toronto**

**O R D E R**

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SOLICITORS FOR BDO Dunwoody Limited  
In Its Capacity as Monitor of Brake Pro, Ltd.

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