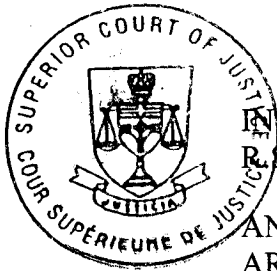


ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM) THURSDAY, THE FOURTEENTH
JUSTICE HOY) DAY OF FEBRUARY, 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 PCL PACKAGING CORPORATION,

ORDER

THIS MOTION, made by PCL Packaging Corporation (the "Applicant") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale between the Applicant and Inteplast Bags and Films Corporation (the "Purchaser") made as of February 8, 2008, as amended by an Amending Agreement dated as of February 13, 2008 (the "Sale Agreement"), and vesting in the Purchaser the Applicant's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Ian Bell and the Second Report of BDO Dunwoody Limited, in its capacity as monitor of the Applicant (the "Monitor") dated February 11, 2008 (the "Second Report") and on hearing the submissions of counsel for the Applicant, counsel for GMAC Commercial Finance Corporation and counsel for the Monitor, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Michelle Bonk sworn February 11, 2008 filed:

SERVICE

1. THIS COURT ORDERS AND DECLARES that all parties requiring service of the Notice of Motion and the Motion Record in respect of this motion have been duly served, and that further service of such materials upon all interested parties be and is hereby dispensed with and the service of such materials be and is hereby validated in all respects.

APPROVAL AND VESTING

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved. The execution of the Sale Agreement by the Applicant is hereby authorized and approved, and the Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Monitor's Certificate"), all of the Applicant's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and 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 (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Colin Campbell dated January 25, 2008; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or the *Personal Property Security Act* (New Brunswick) or any other personal property registry system; and (iii) those Claims listed on Schedule B hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule C) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Applicant is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Applicant's records pertaining to the Applicant's past and current employees, including personal information of those employees listed on Schedule "3.2(a)" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicant.

7. THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, 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.

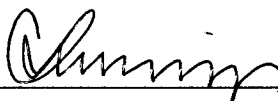
8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. 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 Monitor 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

10. THIS COURT ORDERS that Appendices C, D and E of the Second Report be sealed and not form part of the public record until the filing of the Monitor's Certificate.

APPROVAL OF MONITOR'S ACTIVITIES

11. THIS COURT ORDERS that the Second Report and all of the activities of the Monitor described therein be and they are hereby approved.



Christina Irwin
Registrar, Superior Court of Justice

FILED 14 JUL 2015

REGISTERED 

Schedule A – Form of Monitor’s Certificate

Court File No. 08-CL-7375

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 PCL PACKAGING CORPORATION

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Colin Campbell of the Ontario Superior Court of Justice (the "Court") dated January 25, 2008, BDO Dunwoody Limited was appointed as the Monitor (the "Monitor") of PCL Packaging Corporation (the "Applicant").

B. Pursuant to an Order of the Court dated February 15, 2008, the Court approved the agreement of purchase and sale made as of February 8, 2008 (the "Sale Agreement") between the Applicant and Inteplast Bags and Films Corporation (the "Purchaser") and provided for the vesting in the Purchaser of the Applicant’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article X and Article XI of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

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

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article X and Article XI of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**BDO Dunwoody Limited, in its capacity as
Monitor of PCL Packaging Corporation, and
not in its personal capacity**

Per: _____
Name:
Title:

Schedule B

Encumbrances to be Vested Out

- 1) Registration number 10308286, file number 11859 in the New Brunswick Personal Property Registry, as amended by registration number 10308344, expiring October 23, 2008, in favour of 2032599 Ontario Inc.
- 2) Registration number 12676292 in the New Brunswick Personal Property Registry, expiring September 1, 2008, in favour of 2032599 Ontario Inc.
- 3) Registration number 12676334 in the New Brunswick Personal Property Registry, expiring September 1, 2008, in favour of 1070155 Ontario Limited.
- 4) Registration number 12676359 in the New Brunswick Personal Property Registry, expiring September 1, 2008, in favour of Swinco Enterprises Inc.
- 5) Registration number 13160015 in the New Brunswick Personal Property Registry, expiring January 27, 2010, in favour GMAC Commercial Finance Corporation – Canada.
- 6) Ontario PPSA registration number 20031010 1047 1529 1801, file number 600153093, expiring October 10, 2008, in favour of 2032599 Ontario Inc.
- 7) Ontario PPSA registration number 20031015 1052 1529 3813, assigning file number 600153093 to The Toronto-Dominion Bank.
- 8) Ontario PPSA registration number 20060210 1550 1793 1739, assigning file number 600153093 to 2032599 Ontario Inc.
- 9) Ontario PPSA registration number 20050831 1609 1590 3411, file number 618465042, expiring August 31, 2008, in favour of 2032599 Ontario Inc.
- 10) Ontario PPSA registration number 20051208 1053 1529 2129, assigning file number 618465042 to The Toronto-Dominion Bank.
- 11) Ontario PPSA registration number 20060210 1548 1793 1738, assigning file number 618465042 to 2032599 Ontario Inc.
- 12) Ontario PPSA registration number 20050831 1615 1590 3416, file number 618465141, expiring August 31, 2008, in favour of 1070155 Ontario Limited.
- 13) Ontario PPSA registration number 20050831 1615 1590 3417, file number 618465159, expiring August 31, 2008, in favour of Swinco Enterprises Inc.
- 14) Ontario PPSA registration number 20060126 1649 1793 1357, file number 622292481, expiring January 26, 2010, in favour of GMAC Commercial Finance Corporation – Canada.

- 15) Ontario PPSA registration number 20060131 1658 1793 1469, amending file number 622292481.
- 16) Ontario PPSA registration number 20060510 1711 1462 2956, file number 625076766, expiring May 10, 2011, in favour of CBSC Capital Inc.
- 17) Ontario PPSA registration number 20060622 1040 8077 0803, file number 626392971, expiring June 22, 2009, in favour of MCAP Leasing Inc.

Schedule C

Permitted Encumbrances

None.

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 PCL PACKAGING CORPORATION

(Short title of proceeding)

Court File No. 08-CL-7375

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

McMILLAN BINCH MENDELSON LLP

Barristers and Solicitors
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