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Court File No. CV-09-8194-00CL

DATED AT TORONTO THIS 8th DAY OF December 2009
FAIT À TORONTO LE JOUR DE

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ONTARIO

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

REGISTRAR

GREFFIER

THE HONOURABLE MR.)

TUESDAY, THE 8TH

JUSTICE NEWBOULD)

DAY OF DECEMBER, 2009

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE AND
ARRANGEMENT OF W.C. WOOD CORPORATION, LTD., W.C. WOOD HOLDINGS INC.
and W.C. WOOD CORPORATION INC.

AND IN THE MATTER OF SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985 c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED



APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Dunwoody Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of W.C. Wood Corporation, Ltd., W.C. Wood Holdings Inc. and W.C. Wood Corporation, Inc. (collectively, "W.C. Wood") for, *inter alia*, an order approving the sale transactions (the "Transactions") contemplated by the offer to purchase (the "Whirlpool Offer") made by Whirlpool Canada Acquico (2009) Inc. ("Whirlpool") dated November 27, 2009 and accepted by the Receiver on November 30, 2009, and an agreement of purchase and sale for the W.C. Wood real property located at 677 Woodland Drive, Ottawa, Ohio (The "Ohio Property") between the Receiver and Whirlpool substantially in the form of the draft agreement appended as described below (the "Ohio Sale Agreement", and, together with the Whirlpool Offer, the "Whirlpool Sale Agreements"), which Whirlpool Sale Agreements are appended in redacted form to the Twelfth Report to the Court of BDO Dunwoody Limited dated December 4, 2009 (the "Twelfth Report") and included in unredacted form as Confidential Appendix "B" to the Twelfth Report (the "Confidential Appendix", and, together with the Twelfth Report, the "Report"), and vesting in Whirlpool, or in such other entity or entities as directed by Whirlpool in writing (collectively,

together with Whirlpool, the "Purchasers", and, each, a "Purchaser"), of W.C. Wood's right, title and interest in and to the assets described in the Whirlpool Sale Agreements (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, counsel for CIT Business Credit Canada Inc., counsel for the Purchasers, _____ and no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sam Babe sworn December 4, 2009, filed:

1. THIS COURT ORDERS that the Receiver's Notice of Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transactions are hereby approved, and that both and each of the Whirlpool Sale Agreements are commercially reasonable and in the best interests of W.C. Wood and its stakeholders. The execution of the Whirlpool Sale Agreements by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Purchased Assets to the Purchasers.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of W.C. Wood's right, title and interest in and to the Purchased Assets described in the Whirlpool Sale Agreements shall vest absolutely in the Purchasers, as set out in paragraph 4 below, 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 Madam Justice Pepall dated May 19, 2009, as amended; (ii) any encumbrances or charges created by the Order of the Honourable Madam Justice Pepall dated November 16, 2009; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) 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. W.C. Wood's right, title and interest in and to the Purchased Assets shall vest in the Purchasers as follows:

- (a) W.C. Wood's right, title and interest in and to the Purchased Assets described in Schedule D hereto shall vest absolutely in Whirlpool;
- (b) W.C. Wood's right, title and interest in and to the Purchased Assets described in Schedule E hereto shall vest absolutely in Whirlpool Properties Inc.; and
- (c) W.C. Wood's right, title and interest in the Purchased Assets described in Schedule F hereto shall vest absolutely in Whirlpool Corporation.

5. THIS COURT ORDERS that the Receiver be and is hereby empowered to execute and deliver, on behalf of W.C. Wood, to a Purchaser, as directed by Whirlpool, a limited warranty deed conveying to such Purchaser good and marketable title to the Ohio Property free and clear of all Claims and otherwise in accordance with the terms of the Ohio Sale Agreement. The Ohio Property is more fully described on Schedule G hereto:

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

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

8. 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 W.C. Wood and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of W.C. Wood;

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

9. THIS COURT ORDERS AND DECLARES that the Transactions are exempt from the application of the *Bulk Sales Act* (Ontario).

10. THIS COURT ORDERS that the unredacted versions of the Whirlpool Sale Agreements included in the Confidential Appendix be protected until the Transactions have been completed or until further Order of this Honourable Court.

11. 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.

PER / PAR: *1/1*

DEC 08 2009

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

1505

Schedule A – Form of Receiver’s Certificate

Court File No. CV-09-8194-00CL

**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 PROPOSED PLAN OF COMPROMISE AND
ARRANGEMENT OF W.C. WOOD CORPORATION, LTD., W.C. WOOD HOLDINGS INC.
and W.C. WOOD CORPORATION INC.**

**AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985 c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

RECEIVER’S CERTIFICATE

RECITALS


A. Pursuant to an Order of the Honourable Madam Justice Pepall of the Ontario Superior Court of Justice (the "Court") dated November 16, 2009, BDO Dunwoody was appointed as the receiver (the "Receiver") of the undertaking, property and assets of W.C. Wood Corporation, Ltd., W.C. Wood Holdings Inc. and W.C. Wood Corporation, Inc. (collectively, the "W.C. Wood").

B. Pursuant to an Order of the Court dated December 8, 2009 (the "Approval and Vesting Order"), the Court approved the offer to purchase (the "Whirlpool Offer") made by Whirlpool Canada Acquico (2009) Inc. ("Whirlpool") dated November 27, 2009 and accepted by the Receiver on November 30, 2009, and an agreement of purchase and sale for the W.C. Wood real property located in Ottawa, Ohio between the Receiver and Whirlpool made as of December 2009 (the "Ohio Sale Agreement", and, together with the Whirlpool Offer, the "Whirlpool Sale Agreements"), and provided for the vesting in Whirlpool, or in such other entity or entities as directed by Whirlpool in writing (collectively, together with Whirlpool, the "Purchasers"), of W.C. Wood’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 Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the purchase price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Whirlpool Sale Agreements have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transactions have been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the purchase price for the Purchased Assets payable on the Closing Date pursuant to the Whirlpool Sale Agreements;
2. The conditions to Closing as set out in the Whirlpool Sale Agreements have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transactions have been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at ___ on December , 2009.

BDO DUNWOODY LIMITED, in its capacity as Receiver of the undertaking, property and assets of W.C. Wood Corporation, Ltd., W.C. Wood Holdings Inc. and W.C. Wood Corporation, Inc., and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Claims to be deleted and expunged from title to Real Property

1. Memorandum of Lease by and between W.C. Wood Co., Inc. landlord, and Danby Products, Inc., tenant, dated November 27, 2007, filed for record January 14, 2008, of record in Official Records Book 587, Page 2160, Recorder's Office, Putnam County, Ohio.
2. Assignment of Lease from W.C. Wood, Co., Inc., to Wood U.S. Acquisition Co., Inc. dated January 3, 2008, filed for record January 14, 2008, of record in Official Records Book 587, Page 2172, Recorder's Office, Putnam County, Ohio.
3. Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture filing from Wood U.S. Acquisition Co., Inc. filed January 14, 2008, in the original amount of \$48,000,000.00 to CIT Business Credit Canada Inc., of record in Official Records Book 587, Page 2176, Recorder's Office, Putnam County, Ohio.
4. Subordination, Non-Disturbance and Attornment Agreement between CIT Business Credit Canada, Inc. and Danby Products, Inc., filed January 14, 2008, of record in Official Records Book 587, Page 2217, Recorder's Office, Putnam County, Ohio.
5. Unfiled mechanic's liens.

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable.
2. Zoning ordinances.
3. Easement to County Commissioners of Putnam County, Ohio, of record in Deed Book 166, Page 231, Recorder's Office, Putnam County, Ohio.
4. Easement to the Ohio Power Company, of record in Deed Volume 181, Page 127, Recorder's Office, Putnam County, Ohio.
5. Roadside Right of Way to West Ohio Gas Company, of record in Deed Volume 212, Page 341, Recorder's Office, Putnam County, Ohio.
6. Easement, Rights and Privileges to The Village of Ottawa, of record in Easement Volume 10, Page 202, Recorder's Office, Putnam County, Ohio.

Schedule D – Assets Vesting in Whirlpool Canada Acquico (2009) Inc.

All finished goods inventory located in Canada that does not bear a “Whirlpool” or “Amana” trademark (being part of Lot 3 of Parcel B in the Whirlpool Offer).

Schedule E – Assets Vesting in Whirlpool Properties Inc.

Parcel F in the Whirlpool Offer, consisting of all intellectual property of whatever nature and kind used in connection with the manufacturing and marketing of residential and commercial freezers in North America including all domestic and foreign trademarks, business names (including “W.C. Wood”), trade names, rights in domain names, trading styles, patents, trade secrets, Software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, know-how and manuals. The registered trademarks include but are not limited to the trademarks identified below:

US Trademarks

Trademark	Status/Status Date	Brief Goods/Services
WOOD'S	Registered 8 & 15 September 15, 2008	(Int'l Class: 11) Domestic and household appliances, namely, refrigerators, freezers, dehumidifiers, humidifiers, and compact kitchens comprising units having a sink, stove and refrigerator

Canadian Trademarks

Trademark	Status/Status Date	Brief Goods/Services
ARCTICAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators, freezers, dehumidifiers and portable air conditioners.
ARTICAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers and refrigerators.
COUNTRY SQUIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers, refrigerators, range hoods, and compact kitchens, namely, units comprising a sink, stove and refrigerator.
FROST GUARD	Registered - Amendment to Registration March 28, 2008	(Translation) (Int'l Class: 11) (1) Air conditioners. (2) Of-humidifiers.

Trademark	Status/Status Date	Brief Goods/Services
FROST QUEEN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators and freezers.
HUMIDAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Humidifiers.
MIAMI CAREY DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11, 20) (1) Range hoods, fans, ventilating fans, vents, fan and light combinations, fan and heater combinations, infra-red heaters, bathtub walls, bathroom cabinets, mirrors, and parts and fittings for all the aforesaid goods.
MICROHOOD	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Combination range hoods and microwave oven supports.
QUICKFREZ & DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers and refrigerators.
SAHARA	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Dehumidifiers for household use.
SEASONAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Humidifiers, dehumidifiers, and electronic air cleaners.
ULTRA & DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Domestic freezers. (2) Domestic refrigerators.
W AND TRIANGULAR DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 7, 9, 11, 16, 20, 26) (1) Grain grinders, grain rollers, refrigerating apparatus and milking equipment.

Trademark	Status/Status Date	Brief Goods/Services
WOOD'S	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators and freezers.
VENCOLD	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11, 20) (1) Commercial refrigeration and freezer display cases.
DESERTAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Dehumidifiers.
COLDTECH	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators, freezers, electric ice cream freezers, beverage refrigerators; commercial and industrial refrigerators and freezers; walk-in coolers and freezers; refrigerated display cases.

Schedule F – Assets Vesting in Whirlpool Corporation

1. All raw material inventory located in Canada (being Lot 1 of Parcel B in the Whirlpool Offer).
2. All raw material inventory located in the United States (being Lot 2 of Parcel B in the Whirlpool Offer).
3. All finished goods inventory located in Canada that bears a “Whirlpool” or “Amana” trademark (being part of Lot 3 of Parcel B in the Whirlpool Offer).
4. All finished goods inventory located in the United States (being Lot 4 of Parcel B in the Whirlpool Offer).
5. All manufacturing and office equipment in the United States (being Lot 2 of Parcel C in the Whirlpool Offer).
6. The Ohio Property (being Parcel E in the Whirlpool Offer).

Schedule G – Real Property Legal Description

File No. O-G07-444-4
Policy No. 39-060 7017024

EXHIBIT "A"

Inlot 1456:

Situated in the Village of Ottawa, County of Putnam and State of Ohio:
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlot 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North $00^{\circ}38'22''$ East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North $89^{\circ}16'46''$ West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlot Number 1457 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a $\frac{1}{2}$ inch rebar found marking the Southeast corner of Inlot Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats and the POINT OF BEGINNING;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive (also being the South line of Inlot 1456) a distance of 1,453.84 feet to a point marking the Southwest corner of said Inlot 1456 (referenced by a $\frac{1}{2}$ inch rebar found 0.68 feet East of said corner);

Thence along the perimeter of said Inlot 1456 the following five (5) courses:

North $00^{\circ}59'14''$ East a distance of 642.43 feet to a $\frac{5}{8}$ inch rebar with ID cap set;

North $89^{\circ}16'46''$ West a distance of 43.57 feet to a $\frac{5}{8}$ inch rebar with ID cap set on the East line of the Detroit, Toledo and Ironton Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

North $44^{\circ}11'50''$ East along said East Railroad right-of-way line a distance of 679.26 feet to a $\frac{5}{8}$ inch rebar with ID cap set marking the Northwest corner of said Inlot 1456 (also being the Southwest corner of Inlot Number 1458);

South $89^{\circ}16'46''$ East a distance of 1,025.44 feet to a $\frac{5}{8}$ inch rebar with ID cap set marking the Northeast corner of Inlot 1456;

South $00^{\circ}38'22''$ West a distance of 1,135.33 feet to the POINT OF BEGINNING, said tract containing 35.66± acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89° 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176300.0000 (Reference Plat Book 73, Page 96)

(CONTINUED)

ALSO:

Inlet 1458:

Situated in the Village of Ottawa, County of Putnam and State of Ohio:
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlet 1458 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North $00^{\circ}38'22''$ East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North $89^{\circ}16'46''$ West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlet Number 1457 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a $\frac{1}{2}$ inch rebar found marking the Southeast corner of Inlet Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence North $00^{\circ}38'22''$ East along the East line of Inlet 1456 a distance of 1,135.33 feet to $\frac{5}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlet Number 1458 and the POINT OF BEGINNING;

Thence along the perimeter of said Inlet Number 1456 the following four (4) courses:

North $89^{\circ}16'46''$ West a distance of 1,025.44 feet to a $\frac{5}{8}$ inch rebar with ID cap set on the East line of the Detroit, Toledo and Ironton Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats (also marking the Southwest corner of Inlet 1458);

North $44^{\circ}11'50''$ East a distance of 689.03 feet to a $\frac{5}{8}$ inch rebar with ID cap set marking the Northwest corner of Inlet 1458 (also being the Southwest corner of Inlet 1459);

South $89^{\circ}16'46''$ East a distance of 530.64 feet to a $\frac{5}{8}$ inch rebar with ID cap set;

South $00^{\circ}38'22''$ West along the East line of said Inlet 1458 a distance of 500.00 feet to the POINT OF BEGINNING, said tract containing 9.045 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89 degrees 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176500.0000 (Reference Plat Book 73, Page 96)

ALSO:

Inlet 1459:

Situated in the Village of Ottawa, County of Putnam and State of Ohio:
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlet 1459 as recorded in Plat

(CONTINUED)

Book 63, Pages 85 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North $00^{\circ}38'22''$ East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North $89^{\circ}16'46''$ West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlot Number 1457 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a $\frac{1}{4}$ inch rebar found marking the Southeast corner of Inlot Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence North $00^{\circ}38'22''$ East along the East line of Inlot 1456 a distance of 1,135.33 feet to $\frac{3}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlot Number 1458;

Thence continuing North $00^{\circ}38'22''$ East along the East line of Inlot 1458 a distance of 500.00 feet to a $\frac{3}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlot Number 1459 and the POINT OF BEGINNING;

Thence along the perimeter of said Inlot Number 1459 the following three (3) courses:

North $89^{\circ}16'46''$ West a distance of 350.64 feet to a $\frac{5}{8}$ inch rebar with ID cap set on the East line of the Detroit, Toledo and Ironton Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats marking the Southwest corner of Inlot 1459;

North $44^{\circ}11'50''$ East along said East Railroad right-of-way line a distance of 799.09 feet to a $\frac{5}{8}$ inch rebar with ID cap set;

South $00^{\circ}38'22''$ West a distance of 579.86 feet to the POINT OF BEGINNING, said tract containing 3.665 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89 degrees 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176900.0000 (Reference Plat Book 73, Page 96)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. c-36, AS AMENDED AND
IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE AND ARRANGEMENT OF W.C. WOOD
CORPORATION, LTD. and W.C. WOOD CORPORATION INC.

Court File No.: CV-09-8194-00

AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS
AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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BDO Dunwoody Limited