

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,
MASS MUTUAL CORPORATE INVESTORS,
MASS MUTUAL PARTICIPATION INVESTORS,
MASS MUTUAL CORPORATE VALUE PARTNERS LIMITED and
CM EQUITY PARTNERS, L.P.**

Plaintiffs

-and-

EVANS CONSOLES INC.

Defendant

ORDER

BEFORE) At the Court House, in the Town of
B.E.C. ROMAINE) Wetaskiwin, in the Province of Alberta, on
JUSTICE IN CHAMBERS) Thursday, the 6th day of May, 2004.

UPON THE APPLICATION of the Receiver and Manager BDO Dunwoody Limited ("BDO") of all of the present and future undertaking, property and assets of Evans Consoles Inc. ("Evans Consoles"); **AND UPON READING** the Affidavit of Richard Edwards, filed; **AND UPON READING** the Affidavit of Michael Klofas, filed; **AND UPON READING** the Affidavit of Robert Hopkins, filed; **AND UPON HEARING** the submissions and representations of counsel; **AND UPON READING** the pleadings and proceedings filed herein; **AND UPON BEING** satisfied that all necessary parties have been duly served with notice of this application;

IT IS HEREBY ORDERED THAT:

1. Capitalized terms not defined in this Order shall have the definitions ascribed in the April 30, 2004 Asset Purchase Agreement (the "6215971 Purchase Agreement") ~~an incomplete~~ copy of which is attached as Exhibit "F" to the Affidavit of Richard Edwards.

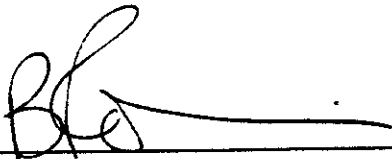
(excluding redacted schedules)

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2. The sale of the Purchased Assets as set out in the 6215971 Purchase Agreement between Evans Consoles, as vendor, and 6215971 Canada Corporation, as purchaser, ("6215971") is hereby approved and confirmed.
3. BDO may, in order to carry out the provisions of the 6215971 Purchase Agreement and this Order, including conveying the Purchased Assets, take all necessary actions and make, execute and deliver all necessary instruments, documents, writings, whether for Evans Consoles in its own behalf and whether in the name of Evans Consoles, or BDO, under the corporate seal or without the corporate seal of Evans Consoles, in any form that is effectual at law or for any purpose.
4. BDO's authority in respect of any and all matters to be performed by it pursuant to the 6215971 Purchase Agreement and this Order shall include all allocations, steps, matters, decisions, elections, authorizations and execution of documents and releases that could have been made, taken or done by, or pursuant to a resolution of, the Board of Directors of Evans Consoles.
5. BDO is hereby empowered and authorized to execute such assignments, transfers and conveyances relative to Evans Consoles' goods, chattels and personal property so as to assign, transfer and convey Evans Consoles' interest in the Purchased Assets to 6215971 pursuant to the 6215971 Purchase Agreement.
6. The notice provisions contained in section 60 of the *Personal Property Security Act*, RSA 2000, c. P-7 are waived.
7. 6215971 shall be entitled to remain in possession of the Premises, as defined in the Lease Agreement referenced in paragraph 19 of the Affidavit of Richard Edwards, for a period ~~up to~~ 90 days from the granting of this Order ~~by paying half of the monthly rental obligation as and when due for the period of time that 6215971 retains possession of the Premises.~~ *pursuant to an agreement between the landlord, 6215971 and the Receiver BDO* BR
8. Notwithstanding that BDO may be discharged at a future date, BDO's powers and authorities herein contained including its authority to execute documents, for the purposes of effecting the sale contemplated herein, shall continue.
9. BDO is hereby authorized to apply, upon such notice as it may consider necessary or desirable, to any other Court in any other jurisdiction in Canada, or elsewhere, for orders recognizing and confirming this Order, and all Courts of all other jurisdictions are hereby requested to make such orders and provide such other assistance to BDO, as an officer of this Court, as they may deem necessary or appropriate in furtherance of such purposes.
10. BDO and 6215971 as may be appropriate, are hereby authorized and given leave to apply to this Honourable Court for any Order as may be required or necessary to give effect to the terms of this Order and to give effect to the terms of the 6215971 Purchase Agreement, which application may be made on an ex

parte basis, unless it shall appear to this Honourable Court that notice should be given to any interested party or parties.

11. The Purchased Assets shall vest in 6215971 free and clear of any equity of redemption and any and all claims, including all encumbrances, liens, charges, pledges, mortgages and security interests or other interests arising through Evans Consoles, except the Permitted Encumbrances (which include Canada Customs & Revenue Agency ("CCRA") deemed trusts arising pursuant to section 227(4) and (4.1) of the Income Tax Act of Canada) and those arising from through ^{liens} ^{charges} *fl.*
12. Service of this Order and any subsequent Order made in relation to the 6215971 Purchase Agreement may be effected by:
 - (a) serving counsel of record;
 - (b) serving, via facsimile, electronic mail or courier, those parties who request service; and,
 - (c) by posting on the BDO website.
13. Time for service of this motion is abridged, and service of notice of this application together with all Affidavits in support thereof is deemed good and sufficient.



J.C.Q.B.A.

ENTERED this 6 day of May, 2004

JIM McLAUGHLIN



Clerk of the Court

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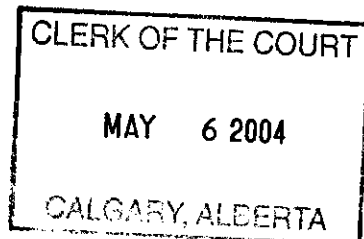
Plaintiffs

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