

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE JUSTICE

Jenkins

) **TUESDAY, THE 24th**

)

)

DAY OF NOVEMBER, 2009



**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF VON WEISE OF CANADA COMPANY**

ORDER

THIS MOTION, made by Von Weise of Canada Company (the "Company") for an Order pursuant to section 47.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") appointing BDO Dunwoody Limited ("BDO") as Interim Receiver (the "Interim Receiver") without security, of certain assets of the Company and extending the time for the filing of a proposal herein was heard this day at London, Ontario.

ON READING the Motion Record of the Company, including the Notice of Motion, the Affidavit of Ryan T. Sills sworn November 23, 2009 and the Report of BDO dated November 23, 2009 and on hearing the submissions of counsel for the Company and counsel for First Source Mortgage Corporation ("First Source"), no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Susan Jarrell sworn November 23, 2009, filed,

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.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47.1 of the BIA, BDO is hereby appointed Interim Receiver, without security, of all of the Company's assets as described in a Letter of Intent with DCM Manufacturing Inc. dated October 7, 2009 and in a Letter of Intent with Bison Gear & Engineering Corp. dated October 23, 2009 (the "Property") as described in Schedules "A" and "B" hereto respectively.

INTERIM RECEIVER'S POWERS

3. THIS COURT ORDERS that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim 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 execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Company, for any purpose pursuant to this Order;

- (d) 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;
- (e) to take any steps reasonably incidental to the exercise of these powers.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. THIS COURT ORDERS that (i) the Company, (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 Interim 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 Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request or as the Interim Receiver may direct.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE COMPANY OR THE PROPERTY

6. THIS COURT ORDERS that no Proceeding against or in respect of the Company or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Company or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. THIS COURT ORDERS that all rights and remedies against the Company, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written

consent of the Interim Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Interim Receiver or the Company to carry on any business which the Company is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Company 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.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

8. THIS COURT ORDERS that the Interim 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 Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

9. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Interim Receiver, including the fees of the Interim Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Interim 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 "Interim Receiver's Charge").

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

11. THIS COURT ORDERS that prior to the passing of its accounts, the Interim 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 Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

GENERAL

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

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

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


15. THIS COURT ORDERS that the Interim 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.

16. 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 Interim 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.

17. THIS COURT ORDERS that the time period for the filing of a proposal by the Company be and it is hereby extended to 4:00 p.m. on Friday, January 8, 2010.

18. THIS COURT ORDERS that the stay of proceedings pursuant to sections 69(1) and 69.1(1) of the BIA shall not operate in respect of any proceedings taken by First Source against the Company or the property of the Company, and, without limiting the generality of the foregoing, First Source shall be entitled to take proceedings under its mortgage of the property municipally known as 505 Conestoga Boulevard in Cambridge, Ontario (the "Premises"), to sell the

Premises, and for that purpose First Source shall be entitled to exercise any power of sale arising pursuant to the terms of said mortgage without giving notice under Part III of the *Mortgages Act* of Ontario.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.