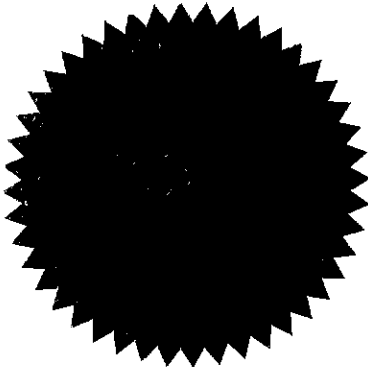


**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
) WEDNESDAY, THE 5TH DAY
MR. JUSTICE PATTILLO)
) OF SEPTEMBER, 2012.



IN THE MATTER OF a plan of arrangement
between Tulleidin Investments Limited and
Engines for Industry Limited

AND IN THE MATTER OF the winding up of
Tulleidin Investments Limited

AND IN THE MATTER OF the Estate
of John Douglas Crashley

BETWEEN:

**TAKAO IRIZAWA, LAWRENCE BEVERLY HEATH
and RODERICK F. BARRETT**

Applicants

- and -

**HOSPITAL FOR SICK CHILDREN FOUNDATION,
THE PRINCESS MARGARET HOSPITAL FOUNDATION
SUNNYBROOK FOUNDATION, TORONTO COMMUNITY
FOUNDATION, TULLEDIN INVESTMENTS LIMITED,
ENGINES FOR INDUSTRY LIMITED, EASTERN
UTILITIES LIMITED and LARRY MIKAN**

Respondents

ORDER

THIS APPLICATION made by the applicants under Section 182 of the Ontario *Business Corporations Act*, R.S.O. 1990, c. B-16 as amended (the "**OBCA**") for, *inter alia*, an order declaring that the Estate of John Douglas Crashley (the "**Crashley Estate**") is the sole

SCHEDULE "A"

PLAN OF ARRANGEMENT

ARTICLE I
INTERPRETATION

Section 1.1 Definitions

In this Plan of Arrangement the following terms shall have the respective meanings set forth below and grammatical variations of such terms shall have corresponding meanings:

"Affiliate" means an "affiliate" within the meaning of the OBCA;

"Amalco" means the corporation resulting from the amalgamation of the Company and EIL;

"Amalco Common Stated Capital" means an amount equal to the aggregate Paid-up Capital attributable to the Common Shares immediately before the Amalgamation;

"Amalco Common Shares" means the common shares in the capital of Amalco;

"Amalgamation" means the amalgamation of the Company and EIL to form Amalco, pursuant to the terms hereunder;

"Arrangement" means the proposed arrangement under the provisions of Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with or this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the Company and the Estate, each acting reasonably;

"Articles of Arrangement" means the articles of arrangement of the Company and EIL in respect of the Arrangement hereof that are required by the OBCA to be filed with the Director after the Final Order is made, which shall be in a form and content satisfactory to the Estate and the Company, each acting reasonably;

"Business Day" means any day on which commercial banks are generally open for business in Toronto, Ontario, other than a Saturday, a Sunday or a day observed as a holiday in Toronto, Ontario under applicable Laws;

"Certificate" means certificate or certificates which may be issued by the Director pursuant to Section 183(2) of the OBCA in respect of the Articles of Arrangement;

"Company" means Tullidin Investments Limited, a corporation existing under the laws of Ontario;

"Common Shares" means the common shares in the capital of the Company;

"Court" means the Superior Court of Justice (Ontario);

"Director" means the Director appointed under Section 278 of the OBCA;

"Effective Date" means the date shown on the Certificate;

"Effective Time" means 12:01 a.m. in Toronto, Ontario on the Effective Date, in respect of the amalgamation of the Company and EIL and 12:02 a.m. in Toronto, Ontario on the Effective Date in respect of the dissolution of Amalco, or such other moment in time in Toronto, Ontario on the Effective Date as the Estate and the Company, each acting reasonably, may agree in writing prior to the Effective Date;

"EIL" means Engines For Industry Limited, a corporation existing under the laws of Ontario;

"Estate" means the estate of John Douglas Crashley;

"Final Order" means the final order of the Court in a form acceptable to the Company and the Estate, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Estate, each acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to the Company and the Estate, each acting reasonably) on appeal;

"Governmental Entity" means any: (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board of directors, bureau or agency, domestic or foreign, (ii) any subdivision, agent, commission, board of directors, or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and includes a stock exchange or self-regulatory authority;

"Laws" means all statutes, regulations, statutory rules, orders, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term "applicable" with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

"OBCA" means the *Business Corporations Act* (Ontario) as amended from time to time;

"Paid-up Capital" means paid-up capital as defined in the *Tax Act*;

"person" includes any individual, firm, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

"Plan of Arrangement" means this plan of arrangement, and references to "Article" or "Section" means the specified Articles or Section of this Plan of Arrangement;

"Shareholders" mean the holders of Common Shares of the Company;

"Tax Act" means the *Income Tax Act* (Canada), as amended and the regulations promulgated thereunder, and any successor legislation thereto; and

"Taxes" means all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Entity, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and all employment insurance, health insurance, workers' compensation and Canada, Quebec and other government pension plan premiums or contributions.

Section 1.2 Certain Rules of Interpretation

In this Plan of Arrangement:

- (a) **Currency** - Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (b) **Headings** - The insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. Unless otherwise specified, references to Sections are to Sections of this Plan of Arrangement.
- (c) **Including** - Where the word "including" or "includes" is used in this Plan of Arrangement, it means "including (or includes) without limitation".

- (d) Number and Gender - In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- (e) Statutory References - A reference to a statute includes all rules and regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation or rule which amends, supplements or supersedes any such statute or any such regulation or rule.
- (f) Time - Time is of the essence in every matter or action contemplated hereunder. All times expressed herein are local time (Toronto, Ontario) unless otherwise stipulated herein or therein. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next business day if the last day of the period is not a business day.

ARTICLE 2 ARRANGEMENT

Section 2.1 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective at the Effective Time and will be binding at and after the Effective Time on:

- (a) the Company;
- (b) EIL
- (c) Amalco;
- (d) all registered and beneficial Shareholders;
- (e) all registered and beneficial holders of securities of EIL; and
- (f) all registered and beneficial holders of Amalco Common Shares.

Section 2.2 Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following order, each occurring one minute apart (unless otherwise noted), without any further authorization, act or formality required on the part of any person:

- (a) The Company and EIL shall amalgamate pursuant to the OBCA to create Amalco. Pursuant to the Amalgamation:
- (i) *Name.* The name of Amalco shall be "Tulledin Investments Limited";
 - (ii) *Registered Office.* The registered office of Amalco shall be located in the City of Toronto in the Province of Ontario. The address of the registered office of Amalco shall be 2 Queen Street East, Toronto, Ontario;
 - (iii) *Restrictions on Business.* There shall be no restrictions on the business which Amalco is authorized to carry on;
 - (iv) *Authorized Capital.* Amalco shall be authorized to issue an unlimited number of common shares;
 - (v) *Share Provisions.* The rights, privileges, restrictions and conditions attaching to the common shares of Amalco shall be set out in Schedule I attached hereto;
 - (vi) *Restrictions on Transfer.* Shares issued by Amalco shall not be transferred without the consent of either (A) the directors evidenced by a resolution passed or signed by them and recorded in the books of Amalco; or (B) the holders of a majority in number of the outstanding voting shares of Amalco. Securities of Amalco, other than shares and non-convertible debt securities, shall not be transferred without compliance with the restrictions on transfer contained in the applicable security holders' agreement or, absent any such restrictions, without the consent of the Secretary of Amalco;
 - (vii) *Conversion or Cancellation of Shares.* [The issued and outstanding shares of each of the Company and EIL shall be converted into fully-paid and non-assessable shares of Amalco or shall be cancelled without any repayment of capital in respect thereof as follows:
 - (A) each Common Share of EIL shall be cancelled without any repayment of capital in respect thereof; and
 - (B) all of the outstanding Common Shares shall be converted into Amalco Common Shares on the basis of one Amalco Common Share for each Common Share];
 - (viii) *Stated Capital.* For purposes of the OBCA, the aggregate stated capital attributable to the Amalco Common Shares pursuant to the

Arrangement on the conversion of the Common Shares shall be the Amalco Common Stated Capital;

- (ix) *By-laws.* The by-laws of Amalco shall be the same as those of the Company;
- (x) *Effect of Amalgamation.* The provisions of Subsections 179(b), (c), and (e) of the OBCA shall apply to the Amalgamation with the result that
 - (A) Amalco possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of EIL and the Company;
 - (B) A conviction against, or ruling, order or judgment in favour or against EIL or the Company may be enforced by or against Amalco;
 - (C) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against either EIL or the Company before the amalgamation has become effective; and
- (xi) *Articles.* The Articles of Arrangement filed to give effect to the Arrangement shall be deemed to be the articles of incorporation and of dissolution of Amalco and the Certificate issued by the Director shall be deemed to be the certificate of incorporation of Amalco.

ARTICLE 3 AMENDMENTS

Section 3.1 Amendments

The Estate reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court.

Section 3.2 Withdrawal

The Plan of Arrangement may be withdrawn prior to the occurrence of any of the events in Section 2.2.

SCHEDULE I

RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS OF AMALCO SHARE CAPITAL

Capitalized terms used in these share provisions but not otherwise defined herein have the meanings ascribed thereto in the Plan of Arrangement.

The rights, privileges, restrictions and conditions attaching to the shares of the Corporation shall be as follows:

Common Shares

The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Dividends

Subject to the rights of the holders of any class of shares of the Corporation entitled to receive dividends in priority to, or rateably with, the holders of common shares, each common share shall entitle the holder thereof to receive dividends if, as and when declared by the board of directors of the Corporation out of the moneys of the Corporation properly available for the payment of dividends of such amounts and payable in such manner as such board of directors may from time to time determine.

2. Voting Rights

Each common share shall entitle the holder thereof to receive notice of, and to attend, each meeting of the shareholders of the Corporation and at each such meeting each common share shall entitle the holder thereof to one vote in respect of each such common share, except at a meeting of holders of a particular class, or series, of shares other than the common shares.

3. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs, each holder of common shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive the property or assets of the Corporation upon such distribution in priority to or rateably with the holders of the common shares, be entitled to receive the remaining property and assets of the Corporation, rateably with all other holders of common shares.

Gelman Inc. ("AGI") as Liquidator, without security, immediately upon the completion of the amalgamation provided for in the Plan of Arrangement approved by this Honourable Court on September 5, 2012, of all the estate, assets, undertaking and effects of Tulleidin Investments Limited (the "Company") wherever situate (the "Property"), was heard this day at Toronto, Ontario.

ON READING the affidavit of Takao Irizawa sworn July 22, 2012, and the affidavit of Steve Popoff sworn August 28, 2012, and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that AGI be appointed as Liquidator of the Company immediately after its amalgamation as contemplated in the Plan of Arrangement as approved by this Honourable Court on September 5, 2012, for the purposes of winding up the Company pursuant to Part XVI of the OBCA.

3. **THIS COURT ORDERS** that the giving of security by the Liquidator upon its appointment be and the same is hereby dispensed with.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR

4. **THIS COURT ORDERS** that: (i) the Company, (ii) all of the Company's current and former directors, officers, employees, agents, accountants, legal counsel and all other persons acting on their instructions or on their behalf, and 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 Liquidator of the existence of any Property in such Person's possession or control, shall grant

immediate and continued access to the Property to the Liquidator, and shall deliver all such Property to the Liquidator upon the Liquidator's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Liquidator of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Company, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Liquidator or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Liquidator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Liquidator for the purpose of allowing the Liquidator to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in gaining immediate access to the information in the Records as the Liquidator may in its discretion require including providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO INTERFERENCE WITH LIQUIDATOR

7. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Company, without written consent of the Liquidator or leave of the court obtained on not less than seven (7) days' notice to the Liquidator.

CONTINUATION OF SERVICES

8. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Company or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Company are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Liquidator, and that the Liquidator shall be entitled to the continued use of the Company's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Liquidator in accordance with normal payment practices of the Company or such other practices as may be agreed upon by the supplier or service provider and the Liquidator, or as may be ordered by this Court.

PREMISES

9. **THIS COURT ORDERS** that all Persons are hereby restrained from disturbing or interfering with the occupation, possession or use by the Liquidator of any premises occupied or leased by the Company as at the date of this order, except upon further order of this court. From and after the date hereof, and for such period of time that the Liquidator occupies any leased premises, the Liquidator shall pay occupation rent to each lessor based upon the regular monthly base rent that was previously paid by the Company in respect of the premises so occupied or as may hereafter be negotiated by the Liquidator and the applicable lessor from time to time.

NO PROCEEDINGS AGAINST THE LIQUIDATOR

10. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Liquidator except with the written consent of the Liquidator or with leave of this Court having been obtained on at least seven (7) days' notice to the Liquidator.

NO PROCEEDINGS OR EXERCISE OF RIGHTS OR REMEDIES

11. **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 Liquidator 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 PROCEEDINGS AGAINST THE COMPANY OR THE PROPERTY

12. **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 Liquidator 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.

13. **THIS COURT ORDERS** that all rights and remedies against the Company, the Liquidator or affecting the Property are hereby stayed and suspended except with the written consent of the Liquidator or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *BIA*, and further provided that nothing in this paragraph shall (i) empower the Liquidator or the Company to carry on any business which the Company is not lawfully entitled to carry on, (ii) exempt the Liquidator 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.

14. **THIS COURT ORDERS** that without limiting the foregoing, without the consent of the Liquidator or leave of the Court:

- (a) all claimants (as defined herein) are restrained from exercising any extra-judicial remedies against the Company, including the registration or re-registration of any securities owned by the Company, into the name of such persons, firms, corporations or entities or their nominees, the exercise of any voting rights attaching to such securities, the retention of any payments or other distributions made in respect of such securities, the retention of any payments or other distributions made in respect of such securities, any right of distress, repossession or consolidation of accounts in relation to amounts due or accruing due in respect of or arising from any indebtedness or obligation of the Company as of the date hereof;
- (b) all Persons be and they are hereby restrained from terminating, cancelling or otherwise withdrawing any licenses, permits, approvals or consents with respect to or in connection with the Company as they were on the date hereof;
- (c) any and all Proceedings taken or that may be taken by any person, firm, corporation or entity including, without limitation, any of the policyholders or creditors of the Company, suppliers, co-insurers, reinsurers, contracting parties, depositors, lessors, tenants, co-venturers or partners (the "Claimants") against or in respect of the Company shall be stayed and suspended;
- (d) the right of any Claimant to make demand for payment on or in respect of any guarantee or similar obligation or to make demand or draw down under any orders of credit, bonds or instruments of similar effect, issued by or on behalf of the Company, to take possession of, to foreclose upon or to otherwise deal with any Property, wherever located, of the Company, whether held directly or indirectly, as principal or nominee, beneficially or otherwise, or to continue any actions or proceedings in respect of the foregoing, is hereby restrained; and

- (e) the right of any Claimant to assert, enforce or exercise any right (including, without limitation, any right of dilution, buy-out, divestiture, forced sale, acceleration, termination, suspension, modification or cancellation or right to revoke any qualification or registration), option or remedy available to it, including a right, option or remedy arising under or in respect of any agreement is hereby restrained.

LIQUIDATOR'S POWERS

15. **THIS COURT ORDERS** that in addition to all powers provided to the Liquidator Part XVI of the OBCA, the Liquidator 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 Liquidator is hereby expressly empowered and authorized to do any of the following where the Liquidator considers it necessary or desirable, without prior notice to the creditors, contributors, policyholders, members or shareholders of the Company or any other Person:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect 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 manage, operate, and carry on the business of the Company, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Company;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever

basis, including on a temporary basis, to assist with the exercise of the Liquidator's powers and duties, including without limitation those conferred by this Order;

- (e) to take possession of and/or exercise control over all the security issued by any subsidiaries, affiliates or related parties in which the Company has a direct or indirect interest (the "Affiliates") and exercise all rights that may be enjoyed by a holder of such security, including, without limitation, rights that may arise by virtue of the holder being a party to a shareholder or similar agreement that may, for example, restrict the powers of the directors to manage or supervise the management of the business and affairs of the corporation, to receive information, to attend at and cause to be held meetings of holders of securities of Affiliates, to vote such securities for the removal or election of directors and approval of significant transactions (such as the sale or disposition of all or substantially all of the assets of Affiliates or the winding-up, liquidation, rehabilitation, bankruptcy, liquidation, restructuring or amalgamation of Affiliates) and to sell or otherwise dispose of securities of Affiliates;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting such monies, including, without limitation, to enforce any security held by the Company;
- (g) to settle, extend or compromise any indebtedness owing to the Company;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Liquidator's name or in the name and on behalf of the Company, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Company;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Company, the Property or the Liquidator, and to settle or compromise any such

proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Liquidator in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$75,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (m) 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;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Liquidator deems appropriate on all matters relating to the Property and to share information, subject to such terms as to confidentiality as the Liquidator deems advisable;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Liquidator, in the name of the Company;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Company, including, without limiting the generality of the foregoing, the ability

- to enter into occupation agreements for any property owned or leased by the Company;
- (q) to cure such defaults and effect such arrangements as may be required to reinstate any reinsurance arrangements affecting the operation of the Company;
 - (r) re-direct the Company's mail;
 - (s) settle, extend or compromise any indebtedness owing to the Company;
 - (t) to do and execute all such other things as are necessary for or incidental to:
 - (i) the winding-up of the affairs of the Company and distributing its property;
and
 - (ii) the exercising by the Liquidator of its powers hereunder or under any further order of the court in the within proceedings or the performance by the Liquidator of any statutory obligations to which it is subject;
 - (u) to exercise any shareholder, partnership, joint venture or other rights which the Company may have;
 - (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
 - (w) and in each case where the Liquidator takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Company, and without interference from any other Person; and
 - (x) to apply to the court for an order dissolving the Company.

LIQUIDATOR TO HOLD FUNDS

16. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Liquidator from and after the making of this Order from

any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Liquidator (the "**Post Liquidation Accounts**") and the monies standing to the credit of such Post Liquidation Accounts from time to time, net of any disbursements provided for herein, shall be held by the Liquidator to be paid in accordance with the terms of this Order or any further Order of this Court.

LIQUIDATOR'S ACCOUNTS

17. **THIS COURT ORDERS** that the Liquidator and counsel to the Liquidator shall be paid their reasonable fees and disbursements, incurred both before and after the making of this order, and such fees and disbursements shall constitute a first charge in favour of the Liquidator against the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "**Liquidator's Charge**").

18. **THIS COURT ORDERS** that the Liquidator and its legal counsel shall pass its accounts from time to time, and for this purpose, the accounts of the Liquidator and its legal counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Liquidator 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, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by the court.

FUNDING OF THE LIQUIDATION

20. **THIS COURT ORDERS** that the Liquidator be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the

Liquidator by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Liquidator's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

21. **THIS COURT ORDERS** that neither the Liquidator's Borrowings Charge nor any other security granted by the Liquidator in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Liquidator is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Liquidator's Certificates**") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Liquidator pursuant to this Order or any further order of this Court and any and all Liquidator's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Liquidator's Certificates.

GENERAL

24. **THIS COURT ORDERS** that the Liquidator may retain such employees of the Company as the Liquidator deems necessary or desirable to assist it in fulfilling the Liquidator's duties on such terms as may be approved by this court and all reasonable and proper expenses that the Liquidator may incur in so doing shall be costs of liquidation of the Company. The Liquidator shall not be liable for any employee-related liabilities, including any successor employer liabilities, other than such amounts as the Liquidator may specifically agree in writing to pay.

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

26. **THIS COURT ORDERS** that nothing in this Order shall prevent the Liquidator from acting as a trustee in bankruptcy of the Company.

27. **THIS COURT ORDERS** that the applicants shall have their costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Liquidator from the Company's estate with such priority and at such time as this Court may determine.

28. **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 Liquidator 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.

PRIVACY MATTERS

29. **THIS COURT ORDERS** that pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Liquidator shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Liquidator, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Liquidator, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

30. **THIS COURT ORDERS** that nothing herein contained shall require the Liquidator to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the

protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Liquidator from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Liquidator shall not, as a result of this Order or anything done in pursuance of the Liquidator's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE LIQUIDATOR'S LIABILITY

31. **THIS COURT ORDERS** that the Liquidator 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.

RETENTION OF THIRD PARTIES

32. **THIS COURT ORDERS** that the Liquidator may retain, employ or engage such actuaries, accountants, financial advisors, investment dealers, solicitors, attorneys, valuers or other expert or professional persons as the Liquidator deems necessary or desirable to assist the Liquidator in fulfilling the Liquidator's duties, and all reasonable and proper expenses that the Liquidator may incur in so doing shall be costs of liquidation of the Company.

33. **THIS COURT ORDERS** that the Liquidator may act on the advice or information obtained from any actuary, accountant, financial advisor, investment dealer, solicitor, attorney, valuator or other expert or professional person, and the Liquidator shall not be responsible for any loss, depreciation or damage occasioned by acting in good faith in reliance thereon.

34. This court orders that the Liquidator may appoint Blaney McMurtry as its counsel.

RECOGNITION

35. **THIS COURT ORDERS** that this Order and any other orders in these proceedings shall have full force and effect in all Provinces and Territories in Canada.

36. **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 Liquidator 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 Liquidator, as an officer of this court, as may be necessary or desirable to give effect to this order, to grant representative status to the Liquidator in any foreign proceeding, or to assist the Liquidator and their respective agents in carrying out the terms of this order.

37. **THIS COURT ORDERS** that the Liquidator 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 and that the Liquidator is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

CALL FOR CLAIMS

38. **THIS COURT ORDERS** that the Liquidator shall not be obligated to call for claims or otherwise implement a claims process until a further order of this court to this effect is issued.

SCHEDULE "A"

LIQUIDATOR'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that **ALBERT GELMAN INC.**, the Liquidator (the "Liquidator") of the assets, undertaking and properties the Company acquired for, or used in relation to a business carried on by the Company, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the _____ of _____, 2012, (the "Order") made in an action having Court file number _____-CL-_____, has received as such Liquidator from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Liquidator is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Liquidator pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the Bankruptcy and Insolvency Act, and the right of the Liquidator to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Liquidator to any

person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Liquidator to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

The Liquidator does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2012.

ALBERT GELMAN INC.,
solely in its capacity as Liquidator of the
Property, and not in its personal capacity

Per: _____

Name: Bryan Gelman

Title:

TAKAO IRIZAWA ET AL

Applicants

and **HOSPITAL FOR SICK CHILDREN ET AL**

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

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