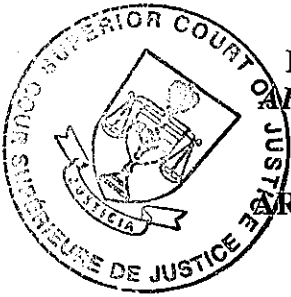


**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) THURSDAY, THE 5<sup>TH</sup>  
)  
MR. JUSTICE CAMPBELL ) DAY OF APRIL, 2007



**IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF GENFAST MANUFACTURING COMPANY**

**ORDER**

THIS MOTION, made by LaSalle Business Credit, a division of ABN AMRO Bank N.V., Canada Branch (the "Bank") for an Order, inter alia, terminating certain provisions of the Order of Mr. Honourable Justice Campbell dated March 8, 2007 (the "CCAA Order") granted under Section 11 of the *Companies' Creditors Arrangement Act* ("CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** that affidavit of David Carson sworn April 4, 2007 and the Exhibits thereto, and on hearing the submissions of counsel for the Bank, the Debtor, Alvarez & Marsal Canada ULC ("Alvarez"), in its capacity as the Monitor (the "Monitor") of Genfast Manufacturing Company (the "Debtor"),

**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.

2. **THIS COURT ORDERS** that all capitalized terms not defined in this Order shall have the meanings given to them in the CCAA Order.

#### **TERMINATION OF CCAA PROCEEDING**

3. **THIS COURT ORDERS** that, except as provided herein, the CCAA proceedings pertaining to the Applicant and the provisions of the CCAA Order be and are hereby terminated effective immediately after an Order is made by the Ontario Superior Court of Justice in Bankruptcy and Insolvency adjudging the Debtor bankrupt (the "Bankruptcy Order") and which Bankruptcy Order becomes effective by its terms.

#### **ACTIVITIES OF MONITOR**

4. **THIS COURT ORDERS** that the Monitor's First Report and the Monitor's Second Report and the actions of the Monitor as set out therein be and are hereby approved.

#### **DISCHARGE OF MONITOR**

5. **THIS COURT ORDERS** that the appointment of Alvarez as the Monitor pursuant to the CCAA Order is hereby terminated and Alvarez is hereby discharged from any further obligations under the CCAA Order forthwith following termination of the CCAA proceedings as described in paragraph 3 herein, subject to paragraph 8 hereof and subject to Alvarez and its legal counsel passing their accounts in accordance with paragraph 31 of the CCAA Order.

6. **THIS COURT ORDERS** that Alvarez has duly and properly discharged its duties, responsibilities and obligations as the Monitor, as set out in the Monitor's First Report and the Monitor's Second Report, and, subject to the terms of this Order, Alvarez is, forthwith following termination of the CCAA proceedings as described in paragraph 3 herein, discharged and released from any and all further obligations as the Monitor, and any and all liability in respect of

any act done by Alvarez in its conduct as the Monitor, pursuant to its appointment in accordance with the CCAA Order, or otherwise, and that all actions of Alvarez from the date of its appointment under the CCAA Order to the time of its discharge under this Order be and are hereby approved, ratified and sanctioned and that Alvarez shall incur no further liability under the CCAA Order, or otherwise, provided that nothing herein shall relieve Alvarez from any liability arising out of the gross negligence or willful misconduct on the part of Alvarez in its capacity as Monitor.

7. **THIS COURT ORDERS** that notwithstanding any provision of this Order, Alvarez shall continue to benefit from all the protections afforded to it by this Court including, without limitation, paragraphs 26 to 32 of the CCAA Order subject to the terms of an Order of this Court appointing a receiver and manager in respect of the Applicant made on April 5, 2007.

8. **THIS COURT ORDERS** that, notwithstanding the provisions of this Order, Alvarez, in its capacity as Monitor, may oversee payment of any and all amounts owing by the Applicant for the supply of goods and services in the CCAA proceedings if Alvarez in such capacity determines, in its sole and absolute discretion, after consultation with the Bank, that the obligations were properly incurred by the Applicant within the CCAA proceedings and that any such amounts were included in any cash flow projections or the funding arrangements approved by the Bank in the CCAA proceedings.

9. **THIS COURT ORDERS** that, notwithstanding any of the foregoing, the Monitor shall forthwith move to pass its accounts in accordance with paragraph 31 of the CCAA Order.

#### **VALIDITY AND PRIORITY OF CHARGES**

10. **THIS COURT ORDERS** that, notwithstanding any of the foregoing but subject to paragraphs 14 and 15 of this Order, the Directors' Charge, the Administration Charge and the DIP Charge (all as defined in the CCAA Order) (collectively, the "Charges" and each a

“Charge”) shall continue to attach to the Property (as defined in the CCAA Order) and shall continue to rank in the priority relative to all other security interests, liens, charges and encumbrances affecting the Property, as set out in paragraph 39 of the CCAA Order.

// **THIS COURT ORDERS** that paragraphs 40, 41, 42 and 43 of the CCAA Order shall continue to apply in respect of the Charges.

  
\_\_\_\_\_

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

APR 05 2007

PER/PAR: 

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36 AS AMENDED**  
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GENFAST MANUFACTURING COMPANY**

Court File No.: 07-CL-6996

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced in Toronto

**ORDER**

**ThorntonGroutFinnigan LLP**  
Barristers and Solicitors  
Suite 3200, P.O. Box 329  
Canadian Pacific Tower  
Toronto-Dominion Centre  
Toronto, Ontario  
M5K 1K7

**Leanne M. Hoyles**  
**Law Society No.: 41877E**

Tel: (416) 304-1616  
Fax: (416) 304-1313

Solicitors for LaSalle Business Credit, a  
division of ABN AMRO Bank N.V. Canada  
Branch