



Court File No. 07-CL-6926

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) TUESDAY, THE 24<sup>TH</sup>  
)  
JUSTICE CAMPBELL ) DAY OF APRIL, 2007

**B E T W E E N:**

**LASALLE BUSINESS CREDIT, A DIVISION OF  
ABN AMRO BANK N.V., CANADA BRANCH**

**Applicant**

- and -

**GENFAST MANUFACTURING COMPANY**

**Respondent**

**ORDER**

**THIS MOTION** made by the Applicant was heard this day at 330 University Avenue, Toronto, Ontario.

**UPON READING** the First Report of KPMG Inc., in its capacity as the Court-appointed Receiver of the Respondent (the "Receiver") dated April 20, 2007 (the "Report"), and upon hearing the submissions from the Applicant's and Receiver's counsel, no one else appearing although service was properly made upon the Service List:

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the materials therein be and is hereby abridged, if necessary, and that all parties requiring notice of this Motion have been duly served with notice thereof, and that the service including the form, manner and time thereof be and is hereby validated, and that further service thereof be and is hereby dispensed with.

2. **THIS COURT ORDERS** that the Report be and is hereby approved and accepted and that the conduct of KPMG Inc., in its capacity as the Receiver of the Company, to date, as more particularly described in the Report, be and is hereby approved.

### **Definitions**

3. **THIS COURT ORDERS** that the followings terms in this Order shall have the following meanings ascribed thereto:

- (a) **“Administration Charge”** means the charge granted pursuant to paragraph 32 of the Initial CCAA Order;
- (b) **“CCAA”** means the *Companies’ Creditors Arrangement Act* (Canada), R.S.C. 1985, c.C36, as amended from time to time;
- (c) **“Claimants”** means a Person entitled to assert a D&O Claim;
- (d) **“Claims Bar Date”** means 5:00 p.m. (Toronto time) on May 24, 2007;
- (e) **“Company”** means Genfast Manufacturing Company;
- (f) **“D&O Charge”** means the charge granted pursuant to paragraph 22 of the Initial CCAA Order;
- (g) **“D&O Claim”** means any right or claim of any Person against any Officer or Director in its capacity as an Officer or Director which is indemnified by the Company pursuant to paragraph 21 of the Initial CCAA Order relating to the failure of the Company in respect of the period up to and including the Time of the Receivership to make any of the payments referred to in subparagraphs 6(a), 8(a), 8(b) or 8(c) of the Initial CCAA Order, in respect of which the Director or Officer may be liable under any law in his or her capacity as a Officer or Director, except to the extent that, with respect to any Officer or Director, such Officer or Director has actively participated in the breach of any related fiduciary duties or

has been grossly negligent or guilty of wilful misconduct. For the purposes of this Order, a “D&O Claim” does not include any right or claim of the Applicant;

- (h) **“DIP Borrowings”** has the meaning ascribed to it in paragraph 33 of the Initial CCAA Order;
- (i) **“DIP Charge”** means the charge granted pursuant to paragraph 36 of the Initial CCAA Order;
- (j) **“Director”** means anyone who is or who was at any time a director of the Company;
- (k) **“Employee”** means any Person employed by the Company in accordance with the *Employment Standard Act* (Ontario) prior to the Time of the Receivership;
- (l) **“Initial CCAA Order”** means the Order of the Honourable Mr. Justice Campbell dated March 8, 2007 under the CCAA;
- (m) **“Instruction Letter”** means the letter in the form attached hereto as Schedule “A”;
- (n) **“Newspaper Notice”** means the notice of this Order to be published in accordance with this Order in the form attached hereto as Schedule “B”;
- (o) **“Notice of Disallowance”** means the notice in the form attached hereto as Schedule “C” advising a Claimant that their D&O Claim has been disallowed in whole or in part;
- (p) **“Officer”** means anyone who is or who was at any time an officer of the Company;
- (q) **“Person”** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity;

- (r) **“Proof of Claim”** means a Claimant’s written notice of a D&O Claim in the form of the Proof of Claim annexed hereto as Schedule “D”;
- (s) **“Proven Claim”** means a D&O Claim that has been finally determined in accordance with the terms of this Order;
- (t) **“Receiver”** means KPMG Inc. in its capacity as Court-appointed receiver of the Company;
- (u) **“Receivership Order”** means the Order of the Honourable Mr. Justice Campbell dated April 5, 2007 under section 101 of the *Courts of Justice Act* (Ontario), R.S.O. 1990, c. C-43;
- (v) **“Time of the Receivership”** means 3:00 p.m. (Toronto time) on April 5, 2007;
- (w) **“Vacation Pay”** means vacation pay, net of applicable source deductions, accrued but unpaid to the date of the Time of the Receivership; and
- (x) **“Wages”** means such wages, net of applicable source deductions, as may be due but unpaid for work actually performed by any Employee prior to the Time of the Receivership.

#### **Interim Distribution**

4. **THIS COURT ORDERS** that the Receiver is hereby directed, upon receipt by it of adequate funds in the Receiver’s discretion, including advances from the Applicant pursuant to paragraph 9 of this Order, to forthwith make a distribution to each of the Employees so entitled or as such Employee may direct or may have directed, in an amount equal to their unpaid Wages as calculated by the Receiver, and that notwithstanding that the distributions made by the Receiver under this paragraph are on account of claims against the D&O Charge, the amount of any distributions made by the Receiver in accordance with this paragraph shall not reduce the amount of the D&O Charge.

5. **THIS COURT ORDERS** that the Receiver is hereby directed, upon receipt by it of adequate funds in the Receiver's discretion, including advances from the Applicant pursuant to paragraph 10 of this Order, to forthwith make a distribution to Canada Revenue Agency (the "CRA"), in an amount equal to the applicable source deductions in respect of the Wages as calculated by the Receiver, and that notwithstanding that the distributions made by the Receiver under this paragraph are on account of claims against the D&O Charge, the amount of any distributions made by the Receiver in accordance with this paragraph shall not reduce the amount of the D&O Charge.

6. **THIS COURT ORDERS** that the Receiver is hereby directed, upon receipt by it of adequate funds in the Receiver's discretion, including advances from the Applicant pursuant to paragraph 10 of this Order, to forthwith make a distribution to each of the Employees so entitled, in an amount equal to fifty percent (50%) of each such Employee's Vacation Pay as calculated by the Receiver, and each such distribution shall reduce the amount of the D&O Charge in an equivalent amount.

7. **THIS COURT ORDERS** that the Receiver is hereby directed, upon receipt by it of adequate funds in the Receiver's discretion, including advances from the Applicant pursuant to paragraph 10 of this Order, to forthwith make a distribution to CRA, in an amount equal to the applicable source deductions in respect of Vacation Pay as calculated by the Receiver, and each such distribution shall reduce the amount of the D&O Charge in an equivalent amount.

8. **THIS COURT ORDERS** that any distribution made by the Receiver in accordance with this Order is on account of claims giving rise to charges created under the Initial CCAA Order and is not a payment of wages or other employment related entitlement.

9. **THIS COURT ORDERS** that nothing in this Order, nor any actions by the Receiver pursuant to this Order causes the Receiver to become or be deemed to be an employer or successor employer, or gives rise to or acknowledges any employment relationship between the Employees and the Receiver, all of which are expressly outside of the mandate of the Receiver pursuant to the terms of the Receivership Order.

10. **THIS COURT ORDERS** that the distributions to be made by the Receiver in accordance with paragraphs 4, 5, 6, 7 and 16 of this Order may be funded by the Applicant, and such funding shall constitute DIP Borrowings which form part of the DIP Charge.

**Claims Process**

11. **THIS COURT ORDERS** that a Claimant wishing to assert a D&O Claim shall deliver to the Receiver a Proof of Claim in the manner contemplated by paragraph 18 of this Order on or before the Claims Bar Date. For greater certainty, Employees are not required to deliver a Proof of Claim to the Receiver in respect of claims for Wages or Vacation Pay unless the Employee disagrees with the Receiver's calculation thereof as set out in the Wages/Vacation Pay Statement (defined below), in which case such Employee shall be required to file a Proof of Claim with the Receiver in the manner contemplated by paragraph 18 of this Order on or before the Claims Bar Date.

12. **THIS COURT ORDERS** that the D&O Claims of all Claimants who do not deliver to the Receiver a Proof of Claim by the Claims Bar Date shall be forever extinguished and barred from and after the Claims Bar Date and all such Claimants shall be deemed to have fully and finally released all such D&O Claims. Any portion of any D&O Claim which is disallowed shall also be forever extinguished and barred whereupon such Claimants shall be deemed to have fully and finally released all such D&O Claims in respect of such disallowed portions.

13. **THIS COURT ORDERS** that following the delivery of one or more Proofs of Claim to the Receiver on or prior to the Claims Bar Date, the following provisions shall apply to each Proof of Claim:

- (a) The Receiver shall forthwith provide a copy of the Proof of Claim to counsel to the Applicant and each of the Directors and Officers or their counsel as noted on the attached Schedule "E";
- (b) The Receiver, in consultation with counsel to the Applicant, shall either allow, partially allow or disallow a Proof of Claim;

- (c) A Proof of Claim may be disallowed or partially disallowed by sending a Notice of Disallowance by no later than June 8, 2007, to each of the Claimants (or their counsel), counsel to the Applicant and each of the Directors and Officers or their counsel as noted on the attached Schedule "E", failing which the Proof of Claim will be allowed as filed;
- (d) Any Claimant who wishes to appeal any disallowance or partial disallowance of its Proof of Claim shall do so by sending a written notice of appeal to the Receiver and counsel to the Applicant within seven (7) days of the date of the Notice of Disallowance, failing which the Receiver's determination of such Claimant's D&O Claim, shall be final and binding on such Claimant and all other Persons and there shall be no further right to appeal, review or recourse to this Court or any other court or tribunal in respect of the Receiver's determination of the D&O Claim, and that portion of the Claimant's D&O Claim disallowed in the Receiver's Notice of Disallowance shall be forever barred and extinguished;
- (e) The Receiver shall provide a copy of any written notice of appeal received in accordance with paragraph 13(d) of this Order to each of the Directors and Officers or their counsel as noted on the attached Schedule "E";
- (f) At any time, the Receiver may agree to settle any disputed D&O Claim, provided that no settlement shall be accepted by the Receiver unless counsel for the Applicant has consented in writing to such settlement; and
- (g) In the event that the Receiver is not able to settle any disputed D&O Claim, it shall seek instructions from this Honourable Court in respect of the distribution of such disputed D&O Claim.

#### **Mailing to Employees**

14. **THIS COURT ORDERS** that the Receiver shall send to each Employee a blank form of the Proof of Claim and Instruction Letter, together with a statement setting out the Receiver's calculation of the amount owing to that Employee in respect of Wages and Vacation

Pay (the “Wages/Vacation Pay Statement”), as soon as practicable and no later than five (5) days after the issuance of this Order, by ordinary mail to the address of each Employee as appears from the books and records of the Company.

### **Publication of Newspaper Notice**

15. **THIS COURT ORDERS** that as soon as practicable and no later than five (5) business days after the issuance of this Order, the Newspaper Notice shall be published by the Receiver in *Brantford Expositor* and *The Globe and Mail* (National Edition).

### **D&O Claims**

16. **THIS COURT ORDERS** that, following the Claims Bar Date, notwithstanding any other provision contained in this Order and notwithstanding the amount of any Proven Claim, the Receiver, upon receipt by it of adequate funds in the Receiver’s discretion, including advances from the Applicant pursuant to paragraph 10 of this Order, may make distributions to Claimants in respect of Proven Claims up to the maximum aggregate amount of the D&O Charge, namely \$1,000,000.00, less any distributions made pursuant to paragraphs 6 and 7 of this Order (the “Remaining D&O Charge”). Notwithstanding any of provision of this Order, including, without limitation, any Proof of Claim allowed pursuant to paragraph 13(c) of this Order, if the aggregate amount of Proven Claims (after inclusion of all amounts distributed pursuant to paragraphs 6 and 7 of this Order):

- (i) is less than \$2,000,000, the Claimants’ entitlements to the Remaining D&O Charge shall be calculated by the Receiver on a pro rata basis among Proven Claims including all amounts in respect of Vacation Pay whether distributed pursuant to paragraphs 6 and 7 or not, provided, however, that the amount of any distribution in respect of outstanding Vacation Pay not distributed pursuant to paragraphs 6 and 7 of this Order shall be calculated by deducting all amounts already distributed pursuant to paragraphs 6 and 7 of this Order; and
- (ii) is \$2,000,000 or more, then the Claimants’ entitlement to and distribution of the Proven Claims against the Remaining D&O Charge shall be calculated on a pro

rata basis among Proven Claims but ignoring any amounts in respect of Vacation Pay. For greater certainty, in such case, no further distributions for Vacation Pay shall be made in respect of the Remaining D&O Charge.

17. **THIS COURT ORDERS** that any amounts distributed by the Receiver in respect of a D&O Claim in accordance with the proceeding paragraph of this Order shall further reduce the Remaining D&O Charge in an equivalent amount.

**Notices and Communications**

18. **THIS COURT ORDERS** that any notice or other communication including, without limitation, Proofs of Claim, to be given under this Order by a Claimant to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by courier, by hand delivery, by facsimile transmission or by electronic mail addressed to:

If to the Receiver:

KPMG Inc., in its capacity as the Court-appointed  
Receiver of the Company  
Suite 3300, 199 Bay Street, Commerce Court West  
P.O. Box 31, Station Commerce Court  
Toronto, ON M5L 1B2

**Attention:** Nicholas Brearton  
**Email:** nbrearton@kpmg.ca  
**Fax:** (416) 777-3364

If to the Applicant's counsel:

ThorntonGroutFinnigan LLP  
Canadian Pacific Tower  
100 Wellington Street West  
Suite 3200, PO Box 329  
Toronto, ON M5K 1K7

**Attention:** Leanne M. Hoyles  
**Email:** lhoyles@tgf.ca  
**Fax:** (416) 304-1313

or to such other address as may be designated by written notice given by either party to the other. Any notice or other communication given by personal delivery shall be deemed to have been given on the day of actual receipt thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day.

### **Administration Charge**

19. **THIS COURT ORDERS** that the Administration Charge is hereby terminated and dispensed with and no further amounts may be charged thereunder.

20. **THIS COURT ORDERS** that, if requested by the Applicant, the accounts of the Company's CCAA counsel funded by the Applicant shall be subject to assessment by this Honourable Court in the same manner as the accounts of the Monitor and the Monitor's counsel as outlined in paragraph 31 of the Initial CCAA Order.

21. **THIS COURT ORDERS** that the distribution made by the Bank in respect of claims under the Administration Charge constitutes DIP Borrowings which form part of the DIP Charge.

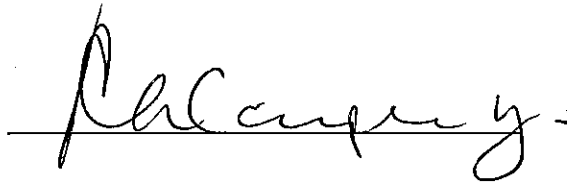
### **Raw Materials Marketing Process**

22. **THIS COURT ORDERS** that the raw materials inventory marketing process as described in Section 4 of the Report entitled "Marketing Process for Genfast Raw Materials Inventory" be and is hereby approved.

### **General Provisions**

23. **THIS COURT ORDERS** that the Receiver shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Receiver is satisfied that any matter to be proven under this Order has been adequately proven, the Receiver may waive strict compliance with the requirements of this Order as to the completion and execution of documents.

24. **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.

A handwritten signature in black ink, appearing to read "R. Campbell", written over a horizontal line.

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

APR 24 2007

PER/PAR:

Handwritten initials in black ink, possibly "SW", written next to the "PER/PAR:" label.

**SCHEDULE "A"**

**Court File No. 07-CL-6926**

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

**B E T W E E N:**

**LASALLE BUSINESS CREDIT, A DIVISION OF  
ABN AMRO BANK N.V. CANADA BRANCH**

**Applicant**

**- and -**

**GENFAST MANUFACTURING COMPANY**

**Respondent**

**INSTRUCTION LETTER**

**RE: CLAIMS AGAINST THE OFFICERS' AND DIRECTORS' CHARGE**

This instruction sheet is provided to assist you in preparing your Proof of Claim form.

**Completion of Proof of Claim**

In order for the Proof of Claim (a copy of which is enclosed) to be eligible for allowance, it must be completed on the enclosed form in all respects, including:

- 1. name, address, telephone number, facsimile number (if available) and e-mail address (if available) of the claimant;**
- 2. description of the claim with copies of supporting documents, statements, invoices, vouchers, etc. attached; and**
- 3. signing of the Proof of Claim by a representative of the Creditor.**

**Deadline**

Please note that the deadline for receipt of Proofs of Claim by the Receiver at the address set out below is **5:00 p.m. (Toronto time) on May 24, 2007**, failing which your claim will be forever extinguished and barred. If you have any questions, please call the Receiver, KPMG Inc., as indicated below.

**KPMG Inc.**

Suite 3300, 199 Bay Street  
Commerce Court West  
P.O. Box 31, Stn. Commerce Court  
Toronto, ON M5L 1B2

**Attention: Nicholas Brearton**

Email: [nbrearton@kpmg.ca](mailto:nbrearton@kpmg.ca)

Tel: (416) 777-3768

Fax: (416) 777-3364

**SCHEDULE "B"**

**Court File No. 07-CL-6926**

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

**B E T W E E N:**

**LASALLE BUSINESS CREDIT, A DIVISION OF  
ABN AMRO BANK N.V., CANADA BRANCH**

**Applicant**

**- and -**

**GENFAST MANUFACTURING COMPANY**

**Respondent**

**NOTICE TO CREDITORS**

**RE: NOTICE OF DIRECTORS AND OFFICERS CLAIMS BAR DATE**

**PLEASE TAKE NOTICE** that this Notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Ontario Court") made on April 24, 2007 (the "D&O Claims Bar Order").

**NOTICE** is hereby given that KPMG Inc., in its capacity as Court-appointed receiver (the "Receiver") of the assets, properties and undertakings of the Respondent, intends to make distributions as a reduction of the amount available under the Directors 'Charge.

Pursuant to the D&O Claims Bar Order, anyone wishing to assert a claim set out below must deliver a proof of claim in writing to the Receiver at the address set out below by 5:00 p.m. Toronto time on May 24, 2007 (the "Claims Bar Date") failing which all such claims will be forever extinguished and barred.



**SCHEDULE "C"**

Court File No.: 07-CL-6926

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

**LASALLE BUSINESS CREDIT, A DIVISION OF  
ABN AMRO BANK N.V., CANADA BRANCH**

Applicant

- and -

**GENFAST MANUFACTURING COMPANY**

Respondent

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**NOTICE OF DISALLOWANCE OF CLAIM**

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Reference Number [                      ]

TO:     [Name of Claimant]

KPMG Inc., in its capacity as court-appointed receiver of the assets, properties and undertaking of Genfast Manufacturing Company (the "Receiver") has reviewed your Proof of Claim, and has revised or rejected your D&O Claim as follows:

**A) Proof of Claim**

Claim Number	Proof of Claim as Submitted	Revised Claim as Accepted
Total Claim		

## SCHEDULE "C"

**B) Reason for the Revision or Disallowance:**

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If you do not agree with this Notice of Disallowance, please take notice of the following:

If you intend to appeal this Notice of Disallowance, you must, by no later than **seven (7) calendar days after the date of this Notice of Disallowance**, send a written notice of appeal to the Receiver and the Applicant's counsel, at the applicable addresses set out below, by personal delivery, fax or email.

The address of the Receiver is as follows:

**KPMG Inc.,**  
in its capacity as Court-Appointed Receiver  
of the assets, properties and undertakings of Genfast Manufacturing Company  
Suite 3300, 199 Bay Street  
Commerce Court West  
P.O. Box 31, Stn, Commerce Court  
Toronto, ON  
M5L 1B2

Attention: Mr. Nicholas Brearton  
Email: [nbrearton@kpmg.ca](mailto:nbrearton@kpmg.ca)  
Fax 416-777-3364

The address of the Applicant's counsel is as follows:

**ThorntonGroutFinnigan LLP**  
Canadian Pacific Tower  
100 Wellington Street West  
Suite 3200, PO Box 329  
Toronto, ON M5K 1K7

Attention: **Leanne M. Hoyles**  
Email: [lhoyles@tgf.ca](mailto:lhoyles@tgf.ca)  
Fax: (416) 304-1313

If you do not deliver a written notice of appeal within the time period set out above, **the value of your D&O Claim shall be deemed to be the Revised Claim as Accepted in this Notice of Disallowance.**

**SCHEDULE "C"**

**IF YOU FAIL TO DELIVER A WRITTEN NOTICE OF APPEAL WITHIN THE TIME PERIOD SET OUT ABOVE, THIS NOTICE OF DISALLOWANCE WILL BE FINAL AND BINDING UPON YOU AND YOU SHALL HAVE NO FURTHER RIGHT OF APPEAL, REVIEW OR RECOURSE.**

DATED at Toronto, this \_\_ day of \_\_\_\_\_, 2007.

**SCHEDULE "D"**

**Court File No. 07-CL-6926**

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

**B E T W E E N:**

**LASALLE BUSINESS CREDIT, A DIVISION OF  
ABN AMRO BANK N.V. CANADA BRANCH**

**Applicant**

**- and -**

**GENFAST MANUFACTURING COMPANY**

**Respondent**

**PROOF OF CLAIM**

**Please read carefully the enclosed Instruction Sheet for completing this Proof of Claim. Please print legibly.**

**A. PARTICULARS OF CLAIMANT**

**1. Full legal name of Creditor: \_\_\_\_\_ (the "Creditor")**  
*(The full legal or corporate name inserted above should be the party who is a Creditor of Genfast Manufacturing Company (the "Respondent"))*

**2. Full mailing address of the Creditor: \_\_\_\_\_**  
\_\_\_\_\_

**3. Telephone Number of Creditor: \_\_\_\_\_**

**4. Fax Number of Creditor: \_\_\_\_\_**

**5. Email of Creditor: \_\_\_\_\_**

**6. Attention (Contact Person): \_\_\_\_\_**

**B. PROOF OF CLAIM**

I, \_\_\_\_\_ (Name of Creditor or Representative of the Creditor), certify:

- (a) that I am a Creditor of/hold the position of \_\_\_\_\_ of the Creditor and have knowledge of all the circumstances connected with the Claim described herein.
- (b) that my Claim is in respect of the following:
  - (i) The Creditor make the following Claim against the directors and officers of the Respondent:

CLAIM        \$ \_\_\_\_\_

C. PARTICULARS OF CLAIM

*(If inadequate space is provided below, please append a Schedule clearly marked as corresponding with the particulars set out in the relevant section below)*

- (a) Description of the basis for the Claim (including the nature of the Claim and the facts and dealings giving rise to the Claim):

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*(attach the documents related to the Claim)*

The fully completed Proof of Claim together with supporting documentation must be returned and received by the Receiver **no later than 5:00 p.m. Toronto time on May 24, 2007** at the following address by mail, fax or e-mail:

**KPMG Inc.**, in its capacity as Court-Appoint Receiver of the assets, properties and undertakings of the Respondent

Suite 3300, 199 Bay Street  
Commerce Court West  
P.O. Box 31, Stn. Commerce Court  
Toronto, ON M5L 1B2

**Attention: Nicholas Brearton**

Email: nbrearton@kpmg.ca

Tel: (416) 777-3768

Fax: (416) 777-3364

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of individual completing this form)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Please print name)

## SCHEDULE "E"

### **MILLER THOMSON LLP**

One London Place  
255 Queens Avenue, Suite 2010  
London, ON N6A 5R8

#### **A. Duncan Grace**

[dgrace@millerthomson.com](mailto:dgrace@millerthomson.com)

Tel: (519) 931-3507

Fax: (519) 858-8511

Solicitors for David H. Grossman

### **THOMAS R. KLEIN**

48367 Lake Valley  
Utica, MI 48317

[tom.klein@mnp.com](mailto:tom.klein@mnp.com)

### **LAWRENCE S. BERMAN**

44225 Utica Road  
Utica, MI 48318

[larry.berman@mnp.com](mailto:larry.berman@mnp.com)

### **CRAIG L. STORMER**

1642 Stoney Creek Drive  
Rochester, MI 48307

[craig.stormer@mnp.com](mailto:craig.stormer@mnp.com)

Tel: (586) 254-1320

Fax: (586) 726-5799

### **DONALD G. LOEFFLER**

22120 Worcester Drive  
Novi, MI 48374

[dloeffle@genfast.com](mailto:dloeffle@genfast.com)

Tel: (519) 754-4400 ext. 6100

Fax: (519) 754-4455

**CASARE BERTI**

225 Henry Street  
Brantford, ON N3S 7R4

[Cesare.Berti@genfastca.com](mailto:Cesare.Berti@genfastca.com)

**MAURICE P. CHIASSON**

900-1959 Upper Water Street  
Halifax, NS B3J 2X2

[maurice.chiasson@mnp.com](mailto:maurice.chiasson@mnp.com)

**BERNIE THITECA**

44225 Utica Road  
Utica, MI 48318

[bernie.thiteca@mnp.com](mailto:bernie.thiteca@mnp.com)

**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-6926

*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