

Court File No.: 05-CL-6192

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

~~THE HONOURABLE MR~~) **FRIDAY, THE 9TH DAY**
)
JUSTICE C L CAMPBELL) **OF DECEMBER, 2005**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. c-36, AS AMENDED**

**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT IN RESPECT
OF ABS FRICTION CORP., ABS ON TIME LOGISTICS CORP. and ARI HOLDINGS
CANADA CORP.**

**ROBERT RICHARD JAMIESON, DANA DARLENE JAMIESON, ROBERT RICHARD
JAMIESON FAMILY TRUST, RALPH WAYNE NEIL, KATHRYN ANN NEIL, and
RALPH WAYNE NEIL FAMILY TRUST**

Applicants

-and-

**ABS FRICTION CORP., ABS ON TIME LOGISTICS CORP. and ARI HOLDINGS
CANADA CORP.**

Respondents

Application under the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

INITIAL ORDER

THIS APPLICATION made by Robert Richard Jamieson, Dana Darlene Jamieson, Robert Richard Jamieson Family Trust, Ralph Wayne Neil, Kathryn Ann Neil, and Ralph Wayne Neil Family Trust (collectively, the "**Applicants**") for an Order substantially in the form of the

draft order annexed to the Notice of Application dated December 7, 2005 was heard this day at Toronto, Ontario.

ON READING the Notice of Application and the Application Record, including the Affidavit of Robert Richard Jamieson sworn December 7, 2005, and on hearing the submissions of counsel for the Applicants, counsel for the Debtors and counsel for such other parties as may be present;

Service

1. **THIS COURT ORDERS** that: (a) the time for service of the Notice of Application and Application Record in respect of this Application be and it is hereby abridged; (b) the Application is properly returnable today; (c) the requirement for service of the Notice of Application and Application Record herein upon interested parties, other than those served, is hereby dispensed with; and (d) the service of the Notice of Application and Application Record herein as effected by the Applicants is hereby validated in all respects.

Application

2. **THIS COURT ORDERS AND DECLARES** that ABS Friction Corp., ABS On Time Logistics Corp. and ARI Holdings Canada Corp. (collectively, the “**Debtors**”) are debtor companies to which the *Companies' Creditors Arrangement Act* (Canada) (the “**CCAA**”) applies.

Plan of Compromise

3. **THIS COURT ORDERS** that the Debtors are hereby authorized and permitted to file with this Court a plan of compromise or arrangement pursuant to the CCAA (the “**Plan**”).

Stay of Proceedings

4. **THIS COURT ORDERS** that until and including January 9, 2006 or such later date as this Court may by further Order stipulate (the “**Stay Termination Date**”):

- (a) any and all proceedings, including, without limitation, suits, arbitrations, complaints, actions, applications, charges, judgments, orders, injunctions, restraining orders, extra-judicial proceedings, enforcement processes or other remedies (“**Proceedings**”) commenced, issued, taken or proceeded with or that may be commenced, taken, issued or proceeded with by any individual, body corporate, banker, vendor, employee, trade union, employee association, purchaser, agent, associate, landlord, creditor, customer, client, supplier, contractor, lender, factor, customs broker, purchasing agent, lessor of real or personal property of any kind or nature whatsoever, sublessor, tenant, subtenant, licensor, licensee, consignor, co-owner, co-tenant, shareholder, joint venture partner, co-venturer, partner with whom the Debtors had or have business dealings, contractual or otherwise, governments of any nation, province, state or municipality or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government in Canada or elsewhere and any person, firm, corporation or other entity owned or controlled by or which is the agent of any of the foregoing, or by any charge, debit or credit card company or any other person, firm, corporation or entity wherever situate or domiciled (collectively, “**Persons**” and, individually, a “**Person**”), against or in respect of the Debtors, or in respect of any present or future property, assets and undertakings of the Debtors of any kind or nature whatsoever, whether real or personal, whether now existing or hereafter acquired, whether held by the Debtors in whole or in part, directly or indirectly, as principal, agent, tenant, licensee, nominee, purchaser or trustee, beneficially or otherwise, or held by others for the benefit of the Debtors, and wherever located (the “**Property**”), whether pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”), the *Winding-up and Restructuring Act*, the *Labour Relations Act* (Ontario), the *Employment Standards Act* (Ontario), the *Workplace Safety and Insurance Act* (Ontario), the *Occupation*

and Health and Safety Act (Ontario) or otherwise, are hereby stayed, restrained and suspended;

- (b) the right of any Person to make demand or draw under any debenture, note, (or any one of them) bond or instrument of similar effect, issued by or on behalf of any of the Debtors prior to the date of this Order, to take possession of, exercise rights of garnishment, foreclose upon or otherwise realize upon or deal with any of the Property or to continue any such Proceedings if commenced prior to the date of this Order, is hereby stayed, restrained and suspended;
- (c) the right of any Person (including, without limitation, any authority with jurisdiction to levy realty taxes) to commence or continue enforcement, realization or Proceedings in respect of any encumbrance, tax, lien, security interest, charge, mortgage, guarantee, attornment of rents, hypothecation, pledge or other security held in relation to, or any trust attaching to or deemed to attach to or comprise any of, the Property including, without limitation, the right of any creditor to take any step in asserting, perfecting or registering any right or interest (including, without limitation, any right to revendication, rescission or any right to repossession or stoppage in transit of any goods supplied or shipped to the Debtors, and whether pursuant to the BIA or otherwise), is hereby stayed, restrained and suspended although rights pursuant to section 81.1 of the BIA are extended;
- (d) the right of any Person to assert, enforce or exercise any right, option or remedy available to it, including without limitation, any right of dilution, buy-out, divestiture, pre-emptive right of purchase, option to purchase on default, forced sale, acceleration, termination, suspension, grievance, modification, cancellation or right to revoke or terminate any qualifications, registration or lending arrangements (collectively, "**Rights**"), including, without limitation, any Rights arising under or in respect of any arrangement or agreement, written, oral or implied by course of conduct, to which the Debtors (or any one of them) are a party or in which the Debtors (or any one of them) have an interest (including, without limitation, any security agreement, collective agreement, mortgage, contract, partnership agreement, management agreement, lease, sub-lease, licence

agreement, advertising agreement, equipment lease agreement, purchase agreement, supply agreement, bailment agreement, security service agreement, distribution agreement, franchise agreement, agreements relating to any charge, credit or debit card arrangements, banking agreements, shareholders' agreement, joint venture agreement, co-ownership agreement, easement agreement, operating agreement or any agreement of purchase and sale, but excluding any eligible financial contract within the meaning of the CCAA) where such Rights arise out of, relate to or are triggered by the occurrence of any default or non-performance by the Debtor or Debtors thereunder, the making of this Order or filing of these proceedings, or any allegation or admission made or contained in these proceedings, including, without limitation, the right to make any demand, to send any notice, to crystallize any security interest, to exercise any pre-emptive first right, to accelerate rent due under, interfere with the Debtors' quiet possession in respect of, or otherwise deal with any lease of real or personal property in respect to which the Debtors are a tenant or lessee, is hereby stayed, restrained and suspended;

- (e) all Persons having arrangements or agreements, written or oral, with the Debtors, whether such Debtors are acting as principal for the supply of goods and/or services or licensing rights by or to the Debtors, or with respect to any of the Property, whether such Property is managed or held by the Debtors in whole or in part, directly or indirectly, as principal, beneficially or otherwise, including, without limitation, leases of real or personal property of any nature or kind whatsoever, advertising agreements, equipment lease agreements, purchase agreements, supply agreements, security service agreements, bailment agreements, licence agreements, consignment agreements, insurance contracts, warranty service contracts, conditional sales contracts, charge, credit and debit card agreements, bank and other operating accounts, management agreements, transportation contracts, computer software and support systems, supply contracts, maintenance and service contracts, access or sharing of premises or common facilities arrangements with respect to any of the premises of the Debtors, are hereby restrained from accelerating, terminating, rendering

equipment inoperable, denying access to, suspending, modifying, interfering with or cancelling any such agreements or arrangements or the supply of goods or services or Property or pursuing any rights or remedies thereunder or in respect thereof. Without limiting the generality of the foregoing, all Persons are hereby restrained until further Order of this Court from discontinuing, interfering with, denying access to or use of, or cutting off any utility or required services (including telephone, all existing telephone numbers, computer, facsimile or other communications services at the present numbers used by the Debtors in respect of any of the Property), the furnishing of oil, gas, water, heat or electricity, the supply of equipment, computer software, hardware support and electronic, internet, electronic mail and other data services. All such Persons shall continue to perform and observe the terms and conditions contained in any agreements entered into with the Debtors or in connection with any of the Property or in respect of the supply of any goods and services, as the case may be. It shall be a condition to the continued performance of any such agreements or arrangements or the supply of goods or services or Property that the Debtors pay the normal prices or charges (other than security or other deposits (whether by way of cash, letter of credit or guarantee or otherwise), stand-by fees or similar items which the Debtors shall have no obligation to pay or grant) for such goods and services supplied after the date of this Order as the same become due and payable in accordance with present payment practices, or as may be hereafter agreed by the Debtors from time to time, provided that nothing herein shall prohibit any Person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided after the date hereof;

- (f) all Persons are restrained from exercising any extra-judicial remedy against the Debtors, including, without limitation, any right of distress, revendication or repossession, or from retaining any cheque and/or money owing to the Debtors or to which the Debtors are otherwise entitled, or from retaining any goods, in relation to or by reason of amounts past due to any such Person, or customs duties and charges, taxes, freight, insurance, storage or other charges paid on behalf of

or owed by any of the Debtors prior to the date hereof for which such Debtors have not reimbursed or paid such Person;

- (g) notwithstanding subparagraph 3(d) hereof, this Order shall not prohibit any party to an "eligible financial contract" (as defined in section 11.1(1) of the CCAA) with the Debtors, which contract was entered into before the date of this Order, from terminating such eligible financial contract and setting off the obligations between such Debtors and such other party in accordance with its provisions, provided that if the "net termination value" (as defined in section 11.1(1) of the CCAA) determined in accordance with the eligible financial contract is owed by any such Debtors to another party to the eligible financial contract, the other party shall be deemed to be a creditor of such Debtors with a claim in respect of that net termination value;
- (h) subject to the provisions of paragraphs 11.5(2) and (3) of the CCAA, no Person may commence or continue any Proceedings against any former, present or future director or officer of the Debtors or any other Persons who, as at the date of this Order or hereafter, manage or supervise the business and affairs of the Debtors or who theretofore did so and who could in law be found liable for the payment of any obligations or liabilities of the Debtors (individually, the "Director" and collectively, the "Directors") on any claim against the Director that arose before the commencement of these proceedings or that arises while this proceeding is continuing and that relates to any obligation of the Debtors where the Directors are or are alleged to be under any law liable in their capacity as the Directors for payment or performance of such obligations; and
- (i) notwithstanding anything else contained herein, no creditor of the Debtors shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Debtors, except as may be agreed by such creditor.

Effective Time

5. **THIS COURT ORDERS** that, from 12:01 a.m. (Toronto time) on the date of this Order to the time of the granting of this Order, any act or action taken or notice given by any of

the creditors of the Debtors or other Persons in furtherance of their rights to commence or continue realization or to take or enforce any other step or remedy will be deemed not to have been taken or given, as the case may be, subject to the right of any such Person to further apply to this Court on five business days' notice to the Debtors, the Interim Lender (as hereinafter defined) and the Monitor (as hereinafter defined) in respect of such step, act, action or notice given.

6. **THIS COURT ORDERS** that, to the extent that any rights or obligations, or time or limitation periods relating to the Debtors or the Property may expire or terminate with the passage of time, the term of such rights, obligations or period shall hereby be deemed to be extended by a period of time equal to the duration of the stay of proceedings effected by this Order and any further Order of this Court and, for greater certainty, in the event that the Debtors becomes bankrupt or a receiver is appointed in respect of the Debtors within the meaning of section 243(2) of the BIA, the period between the date of this Order and the day on which such stay of proceedings is ended shall not be counted in determining the 30-day period referred to in section 81.1 of the BIA, provided that this paragraph shall not be construed to extend the term of any lease that expires during the pendency of such stay of proceedings.

7. **THIS COURT ORDERS** that all Persons having leases, offers to lease, licences or agreements or other arrangements, whether written or oral, with the Debtors, in respect of occupation by the Debtors of any premises leased, subleased, licensed or sublicensed by such Debtors, are hereby restrained from accelerating, terminating, suspending, modifying, determining or cancelling such arrangements or agreements, notwithstanding any provisions therein contained to the contrary, without either: (i) the prior written consent of such Debtors and the Interim Lender (as hereinafter defined), together with the concurrence of the Monitor (as hereinafter defined); or (ii) leave of this Court. All such Persons shall continue to perform and observe the terms, conditions and provisions contained in such agreements on their part to be performed or observed. Without limiting the generality of the foregoing, all Persons including the landlords of premises leased, subleased, licensed or sublicensed by the Debtors be and they are restrained until further Order of this Court from terminating, suspending, modifying, cancelling, disturbing or otherwise interfering in any way with the present or future occupation

by the Debtors of any premises leased, subleased, licensed, sublicensed or occupied by such Debtors, and such Persons are hereby specifically restrained from taking any steps to terminate any lease, sublease, concession agreement, occupancy or other agreement, which the Debtors enjoy or to which the Debtors are a party and under which the Debtors use or occupy any premises, whether by notice of termination or otherwise, or to terminate any ancillary agreements or arrangements, including, without limitation, leasehold improvement arrangements with the Debtors, or exercise any other remedies with respect thereto, without either: (i) the prior written consent of such Debtors and the Interim Lender (as hereinafter defined), with the concurrence of the Monitor (as hereinafter defined); or (ii) leave of this Court; subject to the obligation of the relevant Debtors to pay all amounts constituting rent or payable as rent under the applicable lease (or as otherwise may be negotiated by the Debtors from time to time) ("**Occupation Rent**"), (including, for greater certainty, GST, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease in respect of a period of time from and after the date of this Order) for the period commencing from and including the date of this Order, weekly, in advance for leased premises occupied by the Debtors (but not arrears), calculated on a *per diem* basis.

8. **THIS COURT ORDERS** that, until and including the Stay Termination Date, Her Majesty in Right of Canada may not exercise rights under subsection 224(1.2) of the *Income Tax Act* (Canada) in respect of the Debtors, where the Debtors are a tax debtor under that subsection and that Her Majesty in Right of a Province may not exercise rights under provincial legislation substantially similar to that subsection in respect of the Debtors where the Debtors are a tax debtor under the provincial legislation.

Possession of Property, Operations and Payment of Creditors

9. **THIS COURT ORDERS** that the Debtors shall remain in possession and control of the Property and shall, except as provided by this order or any subsequent order of this Court, continue to carry on their business (the "**Business**") in the ordinary course or may discontinue the Business in part or in whole, and shall be authorized and empowered to continue to:

- (a) contract with other persons and acquire goods and services reasonably necessary and desirable to operate or discontinue the Business; and

- (b) retain and employ the agents, advisors, contractors, servants, solicitors and other assistants, consultants and valuers currently in their employ, with liberty to retain such further agents, advisors, auctioneers, contractors, servants, solicitors, assistants, consultants and valuers as they deem reasonably necessary or desirable to operate or discontinue the Business.

10. **THIS COURT ORDERS** that the Debtors shall be entitled to exercise any rights of set-off or claim any allowances or benefits which it is entitled to claim against amounts payable by such Debtors to any Person, including, without limitation, amounts payable to any supplier of goods or services or any landlord of premises leased or occupied by an Debtors.

11. **THIS COURT ORDERS** that the Debtors shall remit or pay, in accordance with statutory requirements: (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other governmental agency or authority which prior to, or from and after the date hereof, are required to be or have been deducted from employees' wages, including, without limitation, amounts in respect of employment insurance, Canada Pension Plan and income taxes; (b) amounts accruing and payable by the Debtors, prior to, from and after the date hereof, in respect of employment insurance, Canada Pension Plan, workers' compensation, employer health taxes and similar obligations of any jurisdiction in Canada with respect to employees; and (c) all goods and services, excise or sales or other taxes payable by the Debtors or their respective customers in connection with the sale of goods and services by the Debtors to such customers which are required to be remitted prior to or from and after the date hereof and for which Directors may have liability (collectively, the "**Crown Priorities**").

Restructuring

12. **THIS COURT ORDERS** that the Debtors shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its operations or locations and to make provision for any consequences thereof in the Plan;
- (b) vacate, abandon or quit any leased premises and/or terminate, resiliate or repudiate any lease and any ancillary agreements relating to any leased premises, on not less than seven days' notice in writing to the relevant landlord or the

landlord's property manager on such terms as may be agreed upon between such Debtors and such landlord and, failing agreement, on terms as such Debtors deems appropriate, and make provision for any consequences thereof in the Plan, provided that such Debtors may remain in occupation of any such premises despite such termination, rescission or repudiation until the termination of these proceedings so long as it pays Occupation Rent in accordance with the terms of this Order;

- (c) terminate, rescind or repudiate such of its arrangements or agreements of any nature whatsoever, whether oral or written, as such Debtors deems necessary or appropriate, and make provision for any consequences thereof in the Plan; and
- (d) take such steps for the purpose of conserving cash, limiting expenses or increasing or realizing upon the value of any Property as such Debtors, in consolidation in the matter deems necessary or appropriate;

all of the foregoing to permit the Debtors to submit a Plan.

13. **THIS COURT ORDERS** that, if a leased or licensed location is quit, vacated or abandoned or a lease terminated, rescinded or repudiated by the Debtors, the relevant landlord shall be entitled to take possession of any such leased or licensed location without waiver of, or prejudice to, any claims or rights such landlord may have against such Debtors or others in respect of the vacating or abandoning of such leased or licensed location or the termination, rescission or repudiation of such lease, and such landlord shall be entitled to notify such Debtors of the basis on which it is taking possession, and to gain possession of and lease or license any such leased or licensed location to third parties on such terms as any such landlord may determine, and nothing herein shall, in any way, take away from or abrogate such landlord's obligation, if any, to mitigate any damages claimed in connection therewith.

14. **THIS COURT ORDERS** that, subject to the provisions of this Order, Debtors shall be permitted to carry on business without any interference of any kind from any Person and in the manner and to the extent determined by it, to dispose of any or all of the Property wherever situate without any interference of any kind from its landlords and, for greater certainty, the Debtors shall have the right to realize upon its Property and other assets in such

manner and at such locations as it deems suitable or desirable for the purpose of maximizing the proceeds and recovery therefrom and make provision for the consequence of such actions in the Plan.

Appointment and Powers of the Monitor

15. **THIS COURT ORDERS** that, until further Order of this Court, Shimmerman Penn Title & Associates Inc. (the “**Monitor**”) be and is hereby appointed as an officer of this Court to monitor the business and affairs of the Debtors with the powers and obligations set forth in the CCAA and hereinafter and the Debtors are authorized and directed to provide the Monitor with a retainer in the amount of \$15,000 and execute a retainer agreement in a form satisfactory to the Monitor.

16. **THIS COURT ORDERS** that the Debtors (and its subsidiaries, affiliates, shareholders, officers, directors, employees, servants, agents and representatives) and all other persons upon whom this order is served shall cooperate fully with the Monitor in the exercise of its power and discharge of its obligations.

17. **THIS COURT ORDERS** that the Monitor is hereby directed and empowered to:

- (a) monitor the Debtors’ cash flow and day-to-day business operations;
- (b) assist the Debtors, to the extent required by the Debtors, in the dissemination of financial and other information which may be used in these proceedings;
- (c) engage legal counsel in the event that the Monitor requires independent legal advice concerning a specific issue or issues relating to the exercise of its powers and discharge of its obligations and engage such other agents as the Monitor deems necessary respecting the exercise of its powers and performance of its obligations;
- (d) report to this Court or the creditors of the Debtors as the Monitor deems appropriate or as this Court directs in respect of the Plan, the restructuring of the business of the Debtors or in respect of such other matters as may be relevant to the proceedings herein; and

- (e) perform such other duties as contemplated or required by this Order or as required by further Order of this Court;

and where the Monitor acts in good faith and takes reasonable care in preparing any report to the Court or the creditors of the Debtors, the Monitor shall have no liability in connection with any such reports.

18. **THIS COURT ORDERS** that the Monitor is not empowered to:

- (a) take possession of the assets, property or undertaking of the Debtors or any part thereof;
- (b) occupy any premises owned or occupied by the Debtors; or
- (c) manage or supervise the management of any of the Debtors' business or affairs

and shall not, by fulfilling its obligations hereunder, be deemed to have done so.

19. **THIS COURT ORDERS** that the fees and disbursements incurred at the standard rates and charges of the Monitor (including the solicitor-and-client fees and disbursements incurred at the standard rates and charges of any counsel retained by the Monitor) and charges of Debtors' financial advisors and counsel both leading up to and in respect of these proceedings (the "**Professional Advisors' Fees**") shall be paid by the Debtors as part of the costs of these proceedings, and the Debtors are hereby authorized and directed to pay the accounts rendered in respect of the Professional Advisors' Fees on a weekly basis.

20. **THIS COURT ORDERS** that all of the Property is hereby charged by a lien, mortgage, hypothec and security interest (the "**Professional Advisors' Charge**") as security for the Professional Advisors' Fees to a maximum of \$200,000.

21. **THIS COURT ORDERS** that the Professional Advisor's Charge shall have the priority established by paragraph 35.

22. **THIS COURT ORDERS** that the Monitor and the Debtors' counsel in these proceedings shall not be required to file, register, record or otherwise perfect the Professional Advisors' Charge.

23. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of the Court, the Monitor shall incur no liability or obligation as a result of its appointment or the fulfillment of its duties in the carrying out of the provisions of this Order, save and except for liabilities arising as a result of gross negligence or wilful misconduct on its part, and no action or other proceeding shall be commenced against the Monitor as a result of or relating in any way to its appointment as Monitor, the fulfillment of its duties as Monitor or the carrying out of any of the orders of the Court, except with prior leave of the Court and upon further ordering security for costs of the Monitor in connection with any such action or proceedings.

24. **THIS COURT ORDERS** that by virtue of anything herein contained the Monitor is not, and shall not be deemed or considered to be, a successor employer, sponsor or payer with respect to the Debtors or any employees or former employees of the Debtors under the *Canada Labour Code*, the *Labour Relations Act* (Ontario), the *Employment Standards Act* (Ontario), the *Pension Benefits Act* (Ontario), any collective agreement or other contract between the Debtors and any of its present or former employees, any other provincial or federal legislation, regulation, or rule of law or equity applicable to employees or pensions, or otherwise.

25. **THIS COURT ORDERS** that nothing herein shall vest in the Monitor the care, ownership, control, charge, occupation, possession or management (separately and/or collectively, "**Possession**"), or require or obligate the Monitor to occupy or to take Possession of any property of the Debtors which may be environmentally contaminated, or a pollutant or a contaminant, cause or contribute to a spill, discharge, release or deposit of a substance contrary to any legislation enacted for the protection or preservation of the environment including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act*, the *Environmental Protection Act* (Ontario), the *Emergency Plans Act*, (1983) (Ontario), the *Ontario Water Resources Act*, the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder, or any federal or provincial legislation or rule of law or equity in any jurisdiction affecting the environment or the transportation of goods or hazardous waste (collectively, "**Environmental Laws**") and the Monitor shall not be deemed as a result of

this Order to be in Possession of any of the Property within the meaning of any Environmental Laws.

Interim Financing

26. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, the Debtors are, with the Monitor's approval, authorized to borrow, repay and re-borrow from Jamieson Advisory Services Inc. (the "**Interim Lender**") such amounts from time to time as the Debtors shall decide substantially in accordance with the cash flow attached hereto and marked as **Schedule "A"**.

27. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, each of the Debtors is hereby deemed to guarantee repayment of all amounts owing by each of the other Debtors to the Interim Lender.

28. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, the Debtors are hereby authorized and directed to execute and deliver such credit agreements, guarantees, security documents and other documents (collectively, the "**Interim Lending Documents**") as may be required by the Interim Lender and the Debtors are hereby authorized to perform all of their obligations under the Interim Lending Documents.

29. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, the Debtors shall pay to the Interim Lender when due all amounts owing (including principal, interest, fees and expenses, including without limitation, all fees and disbursements of counsel and all other advisers to or agents of the Interim Lender on a full indemnity basis (the "**Interim Lender's Expenses**")) and shall perform all of their other obligations to the Interim Lender under the Interim Lending Documents and this Order.

30. **THIS COURT ORDERS** that, all of the Property is hereby charged by a lien, mortgage, hypothec and security interest (such lien, mortgage, hypothec and security interest, together with any lien, mortgage, hypothec or security interest created by the Interim Lending Documents, the "**Interim Lender's Charge**") in favour of the Interim Lender as security for all

obligations of the Debtors to the Interim Lender with respect to all amounts owing (including principal, interest and the Interim Lender's Expenses) under or in connection with the Interim Lending Documents.

31. **THIS COURT ORDERS** that the Interim Lender's Charge shall have the priority established by paragraph 35.

32. **THIS COURT ORDERS** that the claims of the Interim Lender pursuant to the Interim Lending Documents shall not be compromised or arranged pursuant to the Plan or these proceedings and the Interim Lender shall be treated as an unaffected creditor in these proceedings and in any Plan.

33. **THIS COURT ORDERS** that the Interim Lender may:

- (a) notwithstanding any other provision of this Order, take such steps from time to time as they may deem necessary or appropriate to register, record or perfect the Interim Lender's Charge and the Interim Lending Documents in all jurisdictions deemed appropriate; and
- (b) refuse to make any advance to the Debtor in accordance with the provisions of the the Interim Lending Documents.

34. **THIS COURT ORDERS** that the Interim Lender shall not take any enforcement steps under the Interim Lending Documents or the Interim Lender's Charge without obtaining an Order from this Court on notice to the Debtors and the Monitor.

Priority of Charges

35. **THIS COURT ORDERS** that the charges created by this Order shall have priority over any and all other liens, claims, encumbrances, trusts (arising by statute or otherwise), security interest or other rights in that Property save and except that they shall be subordinate to the security interests granted by the Debtors to TD Asset Finance Corp. ("TD") and assigned by TD to Key Equipment Finance Canada Ltd. and Citicorp Vendor Finance, Ltd. in respect of equipment financed by those parties, and shall rank as follows:

- (a) first, the Interim Lender's Charge; and
- (b) second, the Professional Advisors' Charge.

Management of Debtors' Business and Affairs

36. **THIS COURT ORDERS** that Robert Richard Jamieson (the "CRO") be and is hereby appointed as Chief Restructuring Officer of the Debtors (and of each of them) with the power to manage and supervise the Debtors' day-to-day business and affairs including, without limitation, the power to:

- (a) negotiate and effectuate a plan of compromise or arrangement with respect to the Debtors;
- (b) execute the Interim Lending Documents;
- (c) open and close bank accounts, and exercise signing authority with respect to any of the Debtors' bank accounts;
- (d) employ, discharge and fix the compensation, salaries and wages for all managers, officers, directors, agents, employees, servants and professionals retained by the Debtors as he may deem necessary and advisable for the proper operation of the Debtors' business and the management, preservation and protection of its property;
- (e) pay and satisfy out of any fund now or hereafter coming into the Debtors possession all claims for wages, salaries and compensation of all managers, agents, employees and servants, for services hereafter rendered and for such services heretofore rendered;
- (f) buy and sell merchandise, supplies and other property necessary and essential for the Debtors operations, and to render services, for cash or on credit;
- (g) purchase or otherwise acquire for cash or on credit, such materials, equipment, machinery, supplies, services or other property as it may deem necessary and advisable in connection with the operation of the business and the management and preservation of the Property, and to pay for any such purchase made on credit when due;

- (h) enter into any contracts and execute such documents and other things as may be necessary or incidental to the normal and usual operation of the Debtors business and the management and preservation of the Property;
- (i) keep the Property insured in such manner and such extent as it may deem necessary and advisable, and to pay such premiums as may be, or become due thereon;
- (j) collect and receive all rents, issues, income and profits, and all outstanding accounts and things in action due or to become due to the Debtors;
- (k) pay and discharge out of any funds now or hereafter coming into the possession of the Debtors any accounts incurred as a result of the conducting of the Debtors' business in the ordinary course; and
- (l) pay and discharge out of any funds now or hereafter coming into the possession of the Debtors, all taxes and similar charges lawfully incurred in the operation of the Debtors business and the preservation and maintenance of the Property.

37. **THIS COURT ORDERS** that the CRO shall incur no liabilities or obligations as a result only of his appointment as CRO, or the fulfillment of his duties and the carrying out of his obligations and duties as CRO, save and except for any liabilities arising as a result of gross negligence or wilful misconduct on the part of the CRO.

38. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the CRO as a result of or relating in any way to his engagement as CRO, the fulfillment of his duties as CRO or the carrying out of any of the Orders of this Court except with prior leave of this Court obtained on seven days' notice to the CRO, the Debtors and the Monitor.

Further and Other Orders

39. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), in the course of the restructuring process, the Debtors shall disclose personal information of identifiable individuals in its possession or control to stakeholders to the extent desirable or required to negotiate and complete the restructuring process, provided that the persons to whom such personal information

is disclosed enter into confidentiality agreements with the Debtors binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the restructuring process, upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to the Debtors or destroyed and in the event that a person acquires personal information as part of the restructuring, such person shall be entitled to continue to use the personal information in a manner which is in all material respects identical to the prior use of such personal information by the Debtors.

40. **THIS COURT ORDERS** that the CRO, the Debtors or the Monitor may, from time to time, apply to this Court for directions in the discharge of their powers and duties hereunder or in respect of the proper execution of this Order.

Co-Operation and Assistance

41. **THIS COURT ORDERS** that, for the purposes of seeking the aid and recognition of any court or any judicial, regulatory or administrative body outside of Canada, the Monitor shall act and be deemed to be the foreign representative of the Debtors.

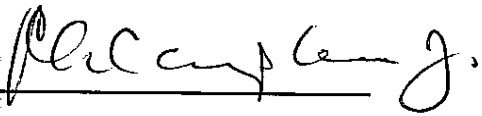
42. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

43. **THIS COURT ORDERS** that the Debtors shall pay the Applicants' cost of this Application on a complete indemnity basis plus any applicable taxes as costs of these proceedings.

Come-Back Clause

44. **THIS COURT ORDERS** that any interested person may apply to this Court to vary or rescind this Order or to seek other relief on seven days' written notice to the Debtors, the Interim Lender, the Monitor, and to any other person likely to be affected by the order sought or

on such other notice as this Court may order, provided that nothing in this section shall act to extend any applicable appeal period.



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

DEC 09 2005

PER/PAR: NB

Exhibit "G"

**ARI Holdings Canada Corp.
Consolidated
Weekly Cash Flow Analysis**

Date Updated: Dec 8/2005
Prepared by: June O'Neill

	12/06-12/09	12/12-12/16	12/19-12/22	12/25-12/30	01/02-01/06	01/09-01/13	01/16-01/20	01/23-01/27	01/30-02/03	02/06-02/10	02/13-02/17	02/20-02/24	02/27-03/03	03/06-03/10	03/13-03/17
	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17
	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$	CDN \$
CASH BALANCE - December 6/2005	\$ 144,328	\$ (72,820)	\$ (555,920)	\$ (419,269)	\$ (580,371)	\$ (574,296)	\$ (645,241)	\$ (645,144)	\$ (752,145)	\$ (493,644)	\$ (625,927)	\$ (488,916)	\$ (519,539)	\$ (474,249)	\$ (521,179)
ARI I/C RECEIPTS - USD															
ARI I/C RECEIPTS - CDN EQUIVALENT															
CASH RECEIPTS:															
Total Collections USD	255,235	56,588	145,083	140,027	174,541	163,239	91,005	92,655	96,655	96,655	96,654	96,655	96,655	96,655	96,655
Total Collections USD Converted to CDN	310,324	88,525	170,917	183,832	204,330	190,989	105,477	108,406	112,951	112,951	112,951	112,951	112,951	112,951	112,951
AIR COLLECTIONS CDN TRADE:															
Total Collections CDN	38,219	2,051	-	17,684	10,586	-	-	-	-	-	-	-	-	-	-
TOTAL AIR COLLECTIONS	348,543	70,576	170,917	181,516	204,330	201,575	108,477	108,406	108,406	108,406	112,951	108,406	108,406	108,406	108,406
Estimated AIR Collections				16,918	60,950	39,139	116,944	284,109	259,234	197,084	208,035	497,475	46,800	234,000	234,000
Miscellaneous				35,000				35,000							
GST Refund															
Total Cash Receipts	348,543	70,576	170,917	233,434	265,280	240,714	223,421	284,109	412,630	197,084	320,987	497,475	81,800	234,000	234,000
TOTAL CASH AVAILABLE	492,872	(2,244)	(185,003)	(155,835)	(315,080)	(331,582)	(421,820)	(361,035)	(339,515)	(296,560)	(305,040)	8,559	(237,739)	(240,245)	(287,179)
CASH DISBURSEMENTS															
Equipment Lease Payments	3,146		8,341		3,146			8,341		3,146		1,239	7,103	3,146	
Equitable Benefits	20,000		20,000		20,000			20,000		20,000		20,000	20,000	20,000	
Salary Payroll	50,000	150,000	50,000	150,000	46,081	112,000	40,781	40,781	112,000	40,781	112,000	112,000	40,781	40,781	40,781
Payroll and Source Deductions	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Payroll Taxes - EHT, WSIB															
Rent				32,566				32,566					32,566		14,936
Cheque Runs as per 11/17/2005 a/c adings															
Outstanding PO's as of 11/17/05-Raw Materials															
Plate Purchases	302,233	158,877	54,855	124,659	117,994	42,162	41,083	82,238	61,123	50,000	51,940	54,060	54,060	59,784	25,440
Raw Material Purchases	170,312		42,930	42,930	19,550	10,916	46,801	5,249	25,440	25,440	25,440	108,800	32,000	35,000	35,000
Shim Purchases															
Hardware Purchases															
Box Purchases															
MRO Purchases															
Repairs and Maintenance															
Moulds				3,000	4,000	3,000	35,000	35,000	4,000	33,000	35,000	32,000	4,000	35,000	35,000
Grinder Tooling															
Capital Expenditures					10,000		15,000	10,000	3,000	15,000	10,000	10,000	15,000	10,000	10,000
Leasehold Improvements															
All Other	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Catalogue Cost															
Insurance - Commercial															
Legal Fees															
Closure of sales office															
Severance Pay - Salary															
Severance Pay - Plant															
Consulting fees - Computer															
Mas 50/Mas200 expenses															
TOTAL DISBURSEMENTS	565,691	353,677	234,266	394,636	257,206	313,659	223,324	391,109	154,129	329,367	163,976	329,098	235,510	280,530	195,157
CASH BALANCE ENDING CDN DOLLARS	\$ (72,820)	\$ (355,920)	\$ (419,269)	\$ (580,371)	\$ (574,296)	\$ (645,241)	\$ (645,144)	\$ (752,145)	\$ (493,644)	\$ (625,927)	\$ (488,916)	\$ (519,539)	\$ (474,249)	\$ (521,179)	\$ (485,336)

Exhibit "G"

ARI Holdings Canada Corp.
Consolidated
Weekly Cash Flow Analysis

Date Updated: Dec 6/2005
Prepared by: June O'Neill

	FORECAST 03/20-03/24 CDN \$	FX @ 1.17	FORECAST 04/03-04/07 CDN \$	FX @ 1.17	FORECAST 04/10-04/14 CDN \$	FX @ 1.17	FORECAST 04/17-04/21 CDN \$	FX @ 1.17	FORECAST 04/24-04/28 CDN \$	FX @ 1.17	FORECAST 05/01-05/05 CDN \$	FX @ 1.17	FORECAST 05/08-05/12 CDN \$	FX @ 1.17	FORECAST 05/15-05/19 CDN \$	FX @ 1.17	FORECAST 05/22-05/26 CDN \$	FX @ 1.17	FORECAST 05/29-06/02 CDN \$	FX @ 1.17	FORECAST 06/05-06/09 CDN \$	FX @ 1.17	FORECAST 06/12-06/16 CDN \$	FX @ 1.17	FORECAST 06/19-06/23 CDN \$	FX @ 1.17
CASH BALANCE - December 6/2005	\$ (485,335)		\$ (567,774)		\$ (674,370)		\$ (446,287)		\$ (603,925)		\$ (617,209)		\$ (553,321)		\$ (482,502)		\$ (542,838)		\$ (554,057)		\$ (534,128)		\$ (418,672)		\$ (481,788)	
ARI I/C RECEIPTS- USD	-		-		-		-		-		-		-		-		-		-		-		-		-	
ARI I/C RECEIPTS - CDN EQUIVALENT	-		-		-		-		-		-		-		-		-		-		-		-		-	
CASH RECEIPTS:																										
Total Collections USD	-		-		-		-		-		-		-		-		-		-		-		-		-	
Total Collections USD Converted to CDN	-		-		-		-		-		-		-		-		-		-		-		-		-	
A/R COLLECTIONS CDN TRADE:																										
Total Collections CDN	234,000		234,000		421,200		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000	
TOTAL A/R COLLECTIONS	234,000		234,000		421,200		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000	
Estimated A/R Collections	234,000		234,000		421,200		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000		234,000	
Miscellaneous	-		-		-		-		-		-		-		-		-		-		-		-		-	
GST Refund	35,000		35,000		35,000		35,000		35,000		35,000		35,000		35,000		35,000		35,000		35,000		35,000		35,000	
Total Cash Receipts	234,000		269,000		421,200		234,000		269,000		234,000		234,000		234,000		234,000		269,000		234,000		234,000		234,000	
TOTAL CASH AVAILABLE	(251,335)		(288,774)		(253,170)		(212,287)		(334,925)		(283,209)		(319,321)		(248,502)		(308,838)		(285,057)		(309,128)		(184,572)		(247,788)	
CASH DISBURSEMENTS																										
Equipment Lease Payments	1,238		7,103		1,238		1,238		7,103		3,146		40,781		112,000		112,000		32,566		3,146		40,781		112,000	
Equitable Benefits	-		-		-		-		-		-		-		-		-		-		-		-		-	
Salary Payroll	112,000		40,781		112,000		112,000		40,781		112,000		40,781		112,000		112,000		32,566		20,000		112,000		112,000	
Payroll and Source Deductions	-		-		-		-		-		-		-		-		-		-		-		-		-	
Payroll Taxes - EHT, WSIB	-		-		-		-		-		-		-		-		-		-		-		-		-	
Rent	-		-		-		-		-		-		-		-		-		-		-		-		-	
Cheque Runs as per 11/17/2005 a/c agings	-		-		-		-		-		-		-		-		-		-		-		-		-	
Outstanding PO's as of 11/17/05-Raw Materials	-		-		-		-		-		-		-		-		-		-		-		-		-	
Pile Purchases	42,400		42,400		42,400		42,400		42,400		42,400		42,400		42,400		42,400		42,400		42,400		42,400		42,400	
Raw Material Purchases	108,800		185,000		185,000		185,000		45,000		45,000		45,000		45,000		45,000		32,000		32,000		45,000		32,000	
Shim Purchase	-		-		-		-		-		-		-		-		-		-		-		-		-	
Hardware Purchases	32,000		32,000		32,000		32,000		32,000		32,000		32,000		32,000		32,000		32,000		32,000		32,000		32,000	
Box Purchases	-		-		-		-		-		-		-		-		-		-		-		-		-	
MRO Purchases	-		-		-		-		-		-		-		-		-		-		-		-		-	
Repairs and Maintenance	-		-		-		-		-		-		-		-		-		-		-		-		-	
Moulds	4,000		4,000		4,000		4,000		4,000		4,000		4,000		4,000		4,000		4,000		4,000		4,000		4,000	
Grinder Tooling	3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000	
Capital Expenditures	15,000		15,000		15,000		15,000		15,000		15,000		15,000		15,000		15,000		15,000		15,000		15,000		15,000	
Leasehold Improvements	10,000		10,000		10,000		10,000		10,000		10,000		10,000		10,000		10,000		10,000		10,000		10,000		10,000	
All Other	20,000		20,000		20,000		20,000		20,000		20,000		20,000		20,000		20,000		20,000		20,000		20,000		20,000	
Catalogue Cost	-		-		-		-		-		-		-		-		-		-		-		-		-	
Insurance - Commercial	-		-		-		-		-		-		-		-		-		-		-		-		-	
Legal Fees	-		-		-		-		-		-		-		-		-		-		-		-		-	
Closure of sales office	-		-		-		-		-		-		-		-		-		-		-		-		-	
Severance Pay - Salary	-		-		-		-		-		-		-		-		-		-		-		-		-	
Severance Pay - Plant	-		-		-		-		-		-		-		-		-		-		-		-		-	
Consulting fees - Computer	-		-		-		-		-		-		-		-		-		-		-		-		-	
Mas 90/Mas200 expenses	-		-		-		-		-		-		-		-		-		-		-		-		-	
TOTAL DISBURSEMENTS	318,438		182,284		193,117		391,638		182,284		270,112		163,181		294,336		245,219		249,069		118,546		297,117		239,438	
CASH BALANCE ENDING CDN DOLLARS	(667,774)		(481,058)		(674,370)		(446,287)		(603,925)		(517,209)		(553,321)		(482,502)		(542,838)		(554,057)		(534,128)		(418,672)		(481,788)	

Exhibit "G"

**ARI Holdings Canada Corp.
Consolidated
Weekly Cash Flow Analysis**

Date Updated: Dec 6/2005
Prepared by: June O'Neill

	10/02-10/06	10/09-10/13	10/16-10/20	10/23-10/27	10/30-11/03	11/06-11/10	11/13-11/17	11/20-11/24	11/27-12/01	12/04-12/08	12/11-12/15	12/18-12/22	12/25-12/29
	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17	FIX @ 1.17
	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$	FORECAST CDN \$
CASH BALANCE - December 6/2005	\$ (299,303)	\$ (315,515)	\$ (161,732)	\$ (284,032)	\$ (145,654)	\$ (188,720)	\$ (5,366)	\$ (68,583)	\$ (27,083)	\$ (4,271)	\$ 169,083	\$ 130,867	\$ 113,357
ARI I/C RECEIPTS- USD													
ARI I/C RECEIPTS - CDN EQUIVALENT													
CASH RECEIPTS:													
Total Collections USD													
Total Collections USD Converted to CDN													
AIR COLLECTIONS CDN TRADE:													
Total Collections CDN													
TOTAL AIR COLLECTIONS													
Estimated AIR Collections	292,500	292,500	292,500	292,500	292,500	292,500	292,500	292,500	292,500	292,500	292,500	292,500	292,500
Miscellaneous					35,000				35,000				35,000
GST Refund													
Total Cash Receipts	292,500	292,500	292,500	292,500	327,500	292,500	292,500	292,500	327,500	292,500	292,500	292,500	327,500
TOTAL CASH AVAILABLE	(6,803)	(23,015)	130,768	8,458	181,846	103,780	287,134	223,917	300,417	289,229	481,583	423,367	440,867
CASH DISBURSEMENTS													
Equipment: Lease Payments	3,146			8,341	20,000	3,146			8,341	3,146			8,341
Equitable Benefits	20,000									20,000			
Salary Payroll	140,000	40,781	140,000	40,781	140,000	140,000	140,000	140,000	140,000	40,781	140,000	140,000	140,000
Payroll Taxes - EHT, WSIB	32,566	14,936			32,566				32,566		14,936		
Ret													
Creque Runs as per 11/17/2005 a/p agings													
Outstanding PO's as of 11/17/05-Raw Materials													
Plate Purchases	53,000	53,000	31,800	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000
Raw Material Purchases			136,000	136,000	136,000	136,000	136,000	136,000	136,000	136,000	136,000	136,000	136,000
Shim Purchase			45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Hardware Purchases	33,000			32,000		33,000				33,000			32,000
Box Purchases													
MRO Purchases	4,000			4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Repairs and Maintenance	3,000			3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Liquids													
Grinder Tooling													
Capital Expenditures		10,000											
Leasahold Improvements	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
All Other													
Catalogue Cost													
Insurance - Commercial					85,000								
Legal Fees													
Closure of sales office													
Severance Pay - Salary													
Severance Pay - Plant													
Consulting fees - Computer													
Misc 90/Mar200 expenses													
TOTAL DISBURSEMENTS	308,712	138,717	414,800	154,122	370,566	109,146	355,717	251,000	304,688	125,146	320,717	310,000	282,122
CASH BALANCE ENDING CDN DOLLARS	\$ (315,515)	\$ (161,732)	\$ (284,032)	\$ (145,654)	\$ (188,720)	\$ (5,366)	\$ (68,583)	\$ (27,083)	\$ (4,271)	\$ 169,083	\$ 130,867	\$ 113,367	\$ 158,745

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED

Court File No. 05-CL-6192

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT IN RESPECT OF ABS FRICTION CORP., ABS ON TIME LOGISTICS CORP. AND
ARI HOLDINGS CANADA CORP.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at

TORONTO

INITIAL ORDER

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