

PATENT ASSIGNMENT

Electronic Version v07

Stylesheet Version v02

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Bankruptcy court order authorizing sale of certain assets of the debtors free and clear of liens

CONVEYING PARTY DATA

Name	Execution Date
Outboard Marine Corporation	2003-12-11

RECEIVING PARTY DATA

Name	Street Address	Internal Address	City	State/Country	Postal Code
Bombardier Motor Corporation of America	6545 U.S.1		Grant	FLORIDA	J3V 6P1

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number	5392742
Patent Number	5378178
Patent Number	5032095
Patent Number	5033983
Patent Number	5035663
Patent Number	5372176
Patent Number	5463990

CORRESPONDENCE DATA

FAX NUMBER: 450-461-7743

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 028735

NAME OF PERSON SIGNING:

Jonathan D. CUTLER

DATE SIGNED:

2003-12-17

Total Attachments: 24

PATENT

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Case No. 00-37405
OUTBOARD MARINE CORPORATION,) (Jointly Administered)
et al.,) Chapter 11
Debtors.) Hon. Erwin I. Katz
)

**ORDER (I) APPROVING ASSET PURCHASE AGREEMENTS
AND OPTION AGREEMENT; (II) AUTHORIZING SALE
OF CERTAIN ASSETS OF THE DEBTORS
FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS; AND (III) AUTHORIZING ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES**

This matter having come before the Court on the motion (the "Sale Motion")¹ of Outboard Marine Corporation ("OMC") and certain of its domestic subsidiaries, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for entry of an order (i) approving bidding procedures, bid protection, and form of asset purchase agreement for sale of substantially all of the Debtors' assets (the "Assets"); (ii) authorizing sale (the "Sale") of assets free and clear of liens, claims, encumbrances and interests; and (iii) authorizing assumption and assignment of executory contracts and unexpired leases; the Court having entered an order on January 10, 2001 (the "Bidding Procedures Order") approving the proposed bidding

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Sale Motion.

This is to certify that the within and attached document is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

#231712v6

KENNETH S. GARDNER
CLERK OF COURT

By

Deputy Clerk

Dated

15 NOV 2001

PATENT

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procedures (the "Bidding Procedures"), bid protection (the "Bid Protection"), and the form of asset purchase agreement for the Sale; and an auction (the "Auction") having been held on February 5, 2001; and the Purchasers (as defined below) having been determined by the Debtors, after consultation with the Debtors' pre-petition lenders (the "Pre-petition Lenders"), their post-petition lenders (the "DIP Lenders"), and the official committee of unsecured creditors (the "Committee"), to have submitted the highest and best bid at the Auction for those portions of the Assets identified to be acquired by the Purchasers (the "Acquired Assets, which shall include all assets to be purchased under any of the "Agreements" as defined below) and those executory contracts and unexpired leases identified to be assumed and assigned by the Purchasers (the "Assigned Agreements") pursuant to the separate Asset Purchase Agreements (the "Asset Purchase Agreements" which shall include the "Amendment" as defined below) between (x) OMC and Bombardier Motor Corporation of America ("Bombardier") and (y) OMC and JTC Acquisition LLC ("JTC" and, together with Bombardier, the "Purchasers"), pursuant to and upon exercise of Bombardier's rights under the Option Agreement dated February 5, 2001 between OMC and Bombardier (the "Option Agreement"), pursuant to that certain amendment dated as of February 8, 2001, by and between the Debtors, Bombardier and JTC (the "Amendment"), pursuant to the Joint Bid Letter between Bombardier, JTC and the Debtors dated as of February 5, 2001 (together with the Asset Purchase Agreement, the Option Agreement and the Amendment, the "Agreements"); and a hearing on the Sale

Motion having been held on February 8, 2001 (the "Sale Hearing"); and the Debtors having submitted into evidence the transcript of the Auction at the Sale Hearing; and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered (i) the Sale Motion, (ii) the objections thereto, if any, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion and approval of the Sale of the Acquired Assets and assumption and assignment of the Assigned Agreements is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and upon the record of the Sale Hearing, the Auction and these cases; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED AS FOLLOWS:²

A. This Court has jurisdiction over the Sale Motion and the transactions contemplated by the Agreements pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(M). Venue of these cases and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are sections 105, 363, 365 and 1146(c) of 11 U.S.C. §§ 101 et seq. (the "Bankruptcy

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

Code") and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure.

C. As evidenced by the affidavit of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, the Sale of the Acquired Assets, and the assumption and assignment to the Purchasers of the Assigned Agreements through the Cure Notice and the Assignment Notice has been provided in accordance with sections 102(l), 363, and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure; (ii) such notice was reasonable, sufficient, and appropriate under the circumstances; and (iii) no other or further notice of the Sale Motion, the Auction, the Sale Hearing, the Sale of the Acquired Assets or the assumption and assignment of the Assigned Agreements is or shall be required.

D. A reasonable opportunity to object or be heard with respect to the Sale Motion, the assumption and assignment of the Assigned Agreements and the relief requested in the Sale Motion has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee; (ii) counsel for the Purchasers; (iii) counsel for the Pre-petition Lenders; (iv) counsel for the DIP Lenders; (v) counsel for the Committee; (vi) all entities known to have expressed an interest in a transaction with respect to the Assets; (vii) all entities known to have any lien, claim, Encumbrance (as defined in the JTC Asset Purchase Agreement) or

interest in or with respect to the Assets (collectively, the "Interests"); (viii) all federal, state, and local regulatory or taxing authorities or recording offices which have a known interest in the relief requested by the Motion; (ix) all parties to Assigned Agreements; (x) the creditors identified on the Debtors' list of creditors holding the twenty largest unsecured claims; (xi) the United States Attorney's office; (xii) the Securities and Exchange Commission; (xiii) the Internal Revenue Service; (xiv) the Pension Benefit Guaranty Corporation, (xv) the Environmental Protection Agency, and (xvi) all other entities that have filed requests for notices pursuant to Bankruptcy Rule 2002.

E. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, (a) the Debtors have adequately marketed the Acquired Assets and Assigned Agreements, (b) the Debtors conducted the sale process in compliance with the Bidding Procedures Order, and (c) the Auction was duly noticed and conducted in a non-collusive, fair and good faith manner.

F. Each Debtor (i) has full corporate power and authority to execute the Agreements and all other documents contemplated thereby, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreements, and (iii) has taken all corporate action necessary to authorize and approve the Agreements and the consummation by such Debtor of the transactions contemplated thereby.

G. The Debtors have demonstrated sound business justifications for the Sale pursuant to section 363(b) of the Bankruptcy Code prior to, and outside the context of, a plan of reorganization in that, among other things, their Assets are deteriorating in value and the Debtors are unable to restructure or reorganize their operations.

H. The Agreements were negotiated, proposed and entered into by the Debtors and each of the Purchasers as parties thereto without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Purchasers have engaged in any conduct that would cause or permit the Agreements to be avoided under section 363(n) of the Bankruptcy Code. The Purchasers are good faith purchasers under section 363(m) of the Bankruptcy Code and, as such, are entitled to all of the protections afforded thereby.

I. The consideration provided by the Purchasers for the Acquired Assets pursuant to the Agreements (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

J. The transfer of the Acquired Assets to be acquired by each Purchaser under the Agreements will be a legal, valid, and effective transfer of such

Acquired Assets, and will vest in each Purchaser all right, title and interest of the Debtors in the Acquired Assets to be acquired by it under the Agreements free and clear of all Interests, including, but not limited to, those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or the Purchasers' interest in the Acquired Assets, or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' businesses prior to the date (the "Closing Date") of the consummation of the Agreement providing for the transfer of the Acquired Assets to be acquired under such Agreement (the "Closing").

K. The Purchasers would not have entered into the Agreements and will not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the Sale of the Acquired Assets to the Purchasers were not free and clear of all Interests of any kind or nature whatsoever, or if the Purchasers would, or in the future could, be liable for any such Interests and if the assignment of the Assigned Agreements could not be made under section 365 of the Bankruptcy Code.

L. The Debtors may sell the Acquired Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those (i) holders of Interests and (ii) non-debtor parties to Assigned Agreements who did not object, or who withdrew their objections, to the Sale, the Sale of the

Acquired Assets or the Sale Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Interests and (ii) non-debtor parties to Assigned Agreements who did object (other than the Cure and Assurance Objections described below) fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim an Interest.

M. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Agreements to the Purchasers pursuant to the Asset Purchase Agreements in connection with the consummation of the Sale of the Acquired Assets, and the assumption and assignment of the Assigned Agreements pursuant to the Asset Purchase Agreements is in the best interests of the Debtors, their estates, and their creditors. The Assigned Agreements being assigned to, and the liabilities being assumed by, the Purchasers in accordance with the terms of the Asset Purchase Agreements are an integral part of the Acquired Assets being purchased by each Purchaser and, accordingly, such assumption and assignment of Assigned Agreements and the Assumed Liabilities (as defined in the Asset Purchase Agreements) are reasonable, enhance the value of the Debtors' estates, and do not constitute unfair discrimination.

N. Except as to any proposed Assigned Agreement for which the non-Debtor party has interposed an objection (the "Objected Contracts") asserting

that the proposed cure amount is incorrect or that adequate assurance of future performance has not been provided (the "Cure and Assurance Objections"), the Debtors and each Purchaser, in respect of the Assigned Agreements being assigned to it, (i) have provided adequate assurance of such Purchaser's future performance of and under such Assigned Agreements, within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code; (ii) in accordance with the terms of the Asset Purchase Agreement to which such Purchaser is a party, will cure, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of such Assigned Agreements, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (iii) in accordance with the terms of the Asset Purchase Agreement to which such Purchaser is a party, will provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the Closing Date under such Asset Purchase Agreement under any such Assigned Agreements, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.

U. Approval of the Agreements and assumption and assignment of the Assigned Agreements (other than the Objected Contracts) and consummation of the Sale of the Acquired Assets at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

NOW THEREFORE, BASED UPON THE FOREGOING FINDINGS OF FACT, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion is granted, as further described herein.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, other than the Cure and Assurance Objections, are overruled on the merits.
3. The Agreements in the forms attached hereto as Exhibits 1, 2, 3, 4, 5 and 6, and all of the terms and conditions thereof, are hereby approved.
4. Pursuant to section 363(b) of the Bankruptcy Code, except as to the assignment of the Objected Contracts, the Debtors are authorized and directed to consummate the Sale of the Acquired Assets, pursuant to and in accordance with the terms and conditions of the Agreements.
5. The Debtors are authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Agreements, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreements, and to take all further actions as may be requested by the Purchasers for the purpose of assigning, transferring, granting, conveying and conferring to the Purchasers or reducing to possession, the

Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreements.

6. Except as expressly permitted or otherwise specifically provided for in the Agreements or this Sale Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Acquired Assets to be transferred pursuant to each Agreement shall be transferred to the applicable Purchaser pursuant to such Agreement, and, as of the Closing Date under such Agreement, shall be free and clear of all Interests of any kind or nature whatsoever, with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors, the Committee, and other parties may possess with respect thereto.

7. Except as expressly permitted or otherwise specifically provided for in the Agreements or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and other regulatory authorities, lenders, trade and other creditors holding Interests (including but not limited to any claims under any applicable revenue, pension, ERISA, tax, labor, environmental or natural resource law, rule or regulation, or any products liability law) of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or

subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' businesses prior to the Closing Date of the Sale of such Acquired Assets, or the transfer of such Acquired Assets to the applicable Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchasers, their successors or assigns (to the extent allowed by law), their property, their officers, directors and shareholders or the Acquired Assets, such persons' or entities' Interests.

8. The transfer of the Acquired Assets to the Purchasers pursuant to the Agreements shall constitute a legal, valid and effective transfer of the Acquired Assets, and shall vest in each Purchaser all right, title and interest of the Debtors in and to the Acquired Assets to be acquired by such Purchaser free and clear of all Interests of any kind or nature whatsoever.

9. On the Closing Date of the Sale of any Acquired Assets, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in such Acquired Assets, if any, as such Interests may have been recorded or may otherwise exist.

10. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests in the Debtors or any Acquired Assets shall not have delivered to the Debtors prior to the Closing Date under the Agreement transferring such Acquired Assets, in proper form for filing and executed by the appropriate parties, termination

statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Debtors or such Acquired Assets or otherwise, then (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Acquired Assets and (b) the Purchasers are hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Acquired Assets of any kind or nature whatsoever.

11. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing of the Sale of the Acquired Assets to be transferred pursuant to an Asset Purchase Agreement, the Debtors' assumption and assignment to the applicable Purchaser pursuant to such Asset Purchase Agreement, and such Purchaser's assumption on the terms set forth in such Agreement, of the Assigned Agreements to be transferred to it other than the Objected Contracts is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

12. The Debtors are hereby authorized and directed, in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (a) assume and assign to the applicable Purchaser, effective upon the Closing of the Sale of the Acquired Assets under the Asset Purchase Agreement transferring such Acquired Assets to such Purchaser, the Assigned Agreements to be transferred to such Purchaser other than

the Objected Contracts free and clear of all Interests of any kind or nature whatsoever (provided, however, that nothing herein shall defeat any right which a party to any such Assigned Agreement may have under section 365 of the Bankruptcy Code), and (b) execute and deliver to such Purchaser such documents or other instruments as may be necessary to assign and transfer such Assigned Agreements to such Purchaser.

13. The Assigned Agreements other than the Objected Contracts shall be transferred free and clear of all Interests of any kind or nature whatsoever to, and shall remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Assigned Agreements (including those of the type described in sections 365(b)(2) and (f)(1) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach of any such Assigned Agreements which occurs or arises after such assignment to and assumption by any Purchaser on the Closing Date under the Asset Purchase Agreement transferring such Assigned Agreements.

14. Notwithstanding anything to the contrary in this Sale Order, under section 365 of the Bankruptcy Code, each Purchaser is assuming only those liabilities arising post-Closing under the Assigned Agreements to be transferred to it pursuant to the Agreements. Except as otherwise provided in the Asset Purchase

Agreements and the Amendment, any Cure Amounts (as defined in the Bombardier Asset Purchase Agreement), and all due and owing liabilities under the Assigned Agreements to be transferred to such Purchaser through Closing, shall remain the obligation of the Debtors, and shall be promptly satisfied as provided in section 365(b)(1) of the Bankruptcy Code by the Debtors from the proceeds of the Sale of the Acquired Assets.

15. The consideration provided by the Purchasers for the Acquired Assets under the Agreements shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

16. This Sale Order (a) shall be effective as a determination that, on the Closing Date under any Agreement, all Interests of any kind or nature whatsoever existing prior to such Closing as to the Debtors or the Acquired Assets transferred pursuant to such Agreement (including but not limited to any claims under any applicable revenue, pension, ERISA, tax, labor, environmental or natural resource law, rule or regulation, or any products liability law) have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and

local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

17. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreements.

18. All entities who are presently, or on the Closing Date under any Agreement may be in possession of some or all of the Acquired Assets to be transferred under such Agreement are hereby directed to surrender possession of such Acquired Assets to the applicable Purchaser on the Closing Date under such Agreement without further order of this Court.

19. Except as expressly permitted or otherwise specifically provided for in any Agreement or this Sale Order in respect of such Agreement or the Acquired Assets to be transferred pursuant to such Agreement, the Purchaser to whom Acquired Assets are transferred pursuant to such Agreement shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to such Acquired Assets. Without limiting the generality of the foregoing, (i) such Purchaser (and its officers, directors and shareholders) shall have no liability or responsibility for any Excluded Liabilities (as defined in the Asset Purchase Agree-

ments) or, except as specifically provided for in the Asset Purchase Agreement pursuant to which Acquired Assets are transferred to such Purchaser, any Cure Amounts (as defined in the Bombardier Asset Purchase Agreement) and (ii) except as expressly permitted or otherwise specifically provided for in the Asset Purchase Agreement pursuant to which Acquired Assets are transferred to such Purchaser or this Sale Order, to the extent allowed by law, such Purchaser (and its officers, directors and shareholders) shall not be liable for any other claims against the Debtors or any of their predecessors or affiliates, and such Purchaser shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date under the applicable Agreement, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date under the applicable Agreement, including, but not limited to, any liabilities under any revenue, pension, ERISA, tax, labor, environmental or natural resource law, rule or regulation, or any products liability law, arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' businesses prior to the Closing Date under the applicable Agreement.

20. This Court retains jurisdiction to enforce and implement the terms and provisions of the Agreements, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of

the Acquired Assets to the Purchasers, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtors, (c) resolve any disputes arising under or related to the Agreements, except as otherwise provided therein, and (d) interpret, implement, and enforce the provisions of this Sale Order.

21. The transactions contemplated by the Agreements are undertaken by the Purchasers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale of any Acquired Assets shall not affect the validity of the Sale of such Acquired Assets to the Purchasers, unless such authorization is duly stayed pending such appeal prior to the Closing with respect to such Acquired Assets. The Purchasers are purchasers in good faith of the Acquired Assets, and the Purchasers are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

22. The terms and provisions of the Agreements and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Purchasers, and their respective affiliates, successors and assigns (including without limitation Bombardier or JTC (and their respective affiliates, successors and assigns) in the event that the Acquired Assets under both Asset Purchase Agreements are to be transferred to such Purchaser) and any affected third parties including, but not limited to, all persons asserting Interests in the Acquired Assets to be sold to the Purchasers pursuant to the Agreements,

notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

23. The failure specifically to include any particular provisions of the Agreements in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agreements be authorized and approved in their entirety.

24. The Agreements and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates and is, if occurring prior to the applicable Closing Date, approved by the Prepetition Lenders, the DIP Lenders, and the Committee.

25. Except with respect to any valid tax claim asserted by the Illinois Department of Revenue as contemplated by section 1146(c) of the Bankruptcy Code, the transfer of the Acquired Assets pursuant to the Agreements is a transfer pursuant to section 1146(c) of the Bankruptcy Code, and accordingly shall not be taxed under any law imposing a stamp tax or a sale, transfer or any other similar tax and the recordation of any instruments (including deeds, bills of sale, leases, assignments and

amendments thereto) to evidence the Sale of the Acquired Assets shall not be subject to any transfer, recordation, stamp or similar tax.

26. Except as provided in the Agreements, this Sale Order, or other order of this Court, after the Closing under any Agreement, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities (as defined in the Agreements) and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, their property or the Assets.

27. Purchasers shall not be liable for any broker's fee or finder's fee or similar fee relating in any manner to the Acquired Assets.

28. The transactions under the Agreements may be consummated without any liability under or violation of any bulk transfer or permit restrictions under applicable state law.

29. No employee of Debtors shall be deemed to be an employee of any Purchaser by virtue of any of the Agreements or the performance thereof, and the assumption and assignment of any Assigned Agreements shall not constitute an express or implied employment or assumption of collective bargaining obligations of the Debtors.

30. No Purchaser shall be deemed to be a joint employer, single-employer, co-employer or successor employer with the Debtors for any purpose and no Purchaser shall have any obligation to pay any past wages, benefits or severance

pay to any of Debtors' employees, including any of Debtors' employees who may subsequently become employed by such Purchaser.

31. All of the Debtors' interests in the Acquired Assets to be acquired by a Purchaser under an Agreement shall be, as of the Closing Date under such Agreement, transferred to and vested in such Purchaser. Upon the Closing Date under each Agreement, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets acquired by the applicable Purchaser under such Agreement and/or a bill of sale transferring good and marketable, indefeasible title and interest in the Acquired Assets acquired by such Purchaser under such Agreement to such Purchaser.

32. As of the Closing Date under each Agreement, each Purchaser under such Agreement shall be hereby granted immediate and unfettered access to the Acquired Assets acquired by such Purchaser, including by way of example but without limitation, customer lists, mailing lists, outstanding purchase orders, customer order files, and computer hardware and software upon which such information may be stored. The Debtors, their employees, officers and directors, and any other party that may have possession or control over items such as keys, lock boxes, security codes, computer access codes, telephone access codes and other similar devices shall turn over such devices (or control or access to such devices) to the respective Purchaser immediately upon the Closing.

33. No proceeds from the Sale of the Acquired Assets shall be paid to any person or entity without a further motion by the Debtors and an order of the Court authorizing any such payment; provided, however, that this paragraph 34 shall not apply to any payment by the Debtors from the proceeds of the Sale of the Acquired Assets of closing costs, Cure Amounts (as defined in the Bombardier Asset Purchase Agreement) and other amounts payable by Purchasers or Debtors under the Agreements (including without limitation in respect of any Assigned Agreements).

34. Nothing in this Order or the Agreements releases or relieves any entity of any requirement under applicable environmental laws or regulations to obtain authorization from a governmental entity for the transfer of any license, permit or certificate of authority held by the Debtors.

35. Nothing in the Option Agreement shall release or relieve the Debtors of any requirement or obligation under the terms of the 1988 Consent Decree between OMC, the State of Illinois and the United States, and no transfer of the properties subject to the Option Agreement shall be effective until the Debtors have complied with §IV.F.2 of the 1988 Consent Decree or such requirements have been waived in writing by the United States Environmental Protection Agency and the State of Illinois.

36. Notwithstanding anything to the contrary herein, this Order shall not prejudice recoupment or setoff rights, if any, of Transamerica Commercial

Finance Corporation, Transamerica Commercial Finance Corporation Canada, Deutsche Financial Services Corporation and Deutsche Financial Services, a division of Deutsche Bank Canada, which rights, if any, are fully reserved.

37. Nothing in this Order or the Asset Purchase Agreements shall be construed to release or nullify any liability to any governmental entity under police and regulatory requirements that any entity would be subject to as the owner or operator of property after the date of entry of this Order; provided however that nothing contained in this Order generally or this Paragraph specifically should be construed as an admission by either Purchaser of any liability to any governmental entity.

38. The request to assume and assign the Objected Contracts and the hearing on such objections is continued until February 12, 2001 at 11:00 a.m. Nothing contained herein shall be construed as to prejudice the other parties to the Objected Contracts to raise objections as to proposed cure amounts or adequate assurance of future performance.

39. As provided by Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure, this Sale Order shall not be stayed for 10 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry.

Dated: Chicago, Illinois

Feb 9, 2001


Honorable Erwin I. Katz
United States Bankruptcy Judge

40. Notwithstanding any other provision hereof to the contrary, the sale approved hereby is expressly without prejudice to the arguments of Transamerica Commercial Finance Corporation, Transamerica Commercial Finance Corporation Canada, Deutsche Financial Services Corporation, Deutsche Financial Services, a division of Deutsche Bank Canada and Textron Financial Corporation (the "Floor Plan Finances"), that pursuant to §363(F)(3) of the Bankruptcy Code, ~~the~~ the lien claims of the Floor Plan Finances must be paid in full from the proceeds of the sale and the entry of the sale order is equally without prejudice to the Committee's, Debtor's and Senior Lenders' arguments that the sale can be authorized under §363(F)(1), §363(F)(4) or §363(F)(5). Textron Financial Corporation shall have seven business days from the date of entry of this Order within which to distribute to all parties in interest, invoices or such other relevant documentation evidencing their interest in the Assets sold hereunder. 