

09-09-2002



FORM PATENT AND TRADEMARK OFFICE-1594

T

U.S. DEPARTMENT OF COMMERCE

102215089

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: PLEASE RECORD ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. NAME OF CONVEYING PARTY(IES):

Canadian Imperial Bank of Commerce

- INDIVIDUAL(S)
- GENERAL PARTNERSHIP
- CORPORATION-STATE OF
- OTHER
- ASSOCIATION
- LIMITED PARTNERSHIP

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? Yes No

3. NATURE OF CONVEYANCE:

- ASSIGNMENT
- SECURITY AGREEMENT
- OTHER ORDER APPOINTING RECEIVER
- MERGER
- CHANGE OF NAME

EXECUTION DATE: April 17, 2002

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):

KPMG INC., as receiver

INTERNAL ADDRESS:

STREET ADDRESS:

Toronto, Ontario

- INDIVIDUAL(S) CITIZENSHIP
- ASSOCIATION
- GENERAL PARTNERSHIP
- LIMITED PARTNERSHIP
- CORPORATION-STATE OF
- OTHER CANADA CORPORATION

IF ASSIGNEE IS NOT DOMICILED IN THE UNITED STATES, A DOMESTIC REPRESENTATIVE DESIGNATION IS ATTACHED YES NO

ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? Yes No

4. APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S):

A. TRADEMARK APPLICATION No(s):

B. TRADEMARK REGISTRATION No(s):

2,224,979

ADDITIONAL NUMBERS ATTACHED? Yes No

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

NAME: C. Douglas McDonald

INTERNAL ADDRESS: Carlton, Fields, et al.

STREET ADDRESS: P. O. Box 3239
Tampa, FL 33601-3239

6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED:

7. TOTAL FEE (37 CFR 3.41) \$ 40.00

- ENCLOSED
 - AUTHORIZED TO BE CHARGED TO DEPOSIT ACCOUNT¹
- ¹NOTE: (ONLY IF AMOUNT ENCLOSED IS INCORRECT)

8. DEPOSIT ACCOUNT NUMBER:

03-0683

(ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT)

DO NOT USE THIS SPACE

9. STATEMENT AND SIGNATURE.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

C. Douglas McDonald

SIGNATURE

DATE

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

09/06/2002 TDIAZ1 00000067 2224979

01 FC:481

40.00 CP

TPA#1780463.01

TRADEMARK
REEL: 002577 FRAME: 0267

OFFICE
MAY 10 - 11 AM 9:21
FINANCE SECTION

ONTARIO SUPERIOR COURT OF JUSTICE
(Commercial List)

THE HONOURABLE) WEDNESDAY, THE 17TH DAY
)
MR. JUSTICE GROUND)
) OF APRIL, 2002.

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE
in its capacity as Administrative Agent for a syndicate of lenders
pursuant to an Amended and Restated Credit Agreement
dated as of December 20, 2001 and as Security Agent for such lenders
pursuant to a Security Agency Agreement dated March 21, 2000

Applicant

- and -

**OSF INC., BENWIND INDUSTRIES, 668082 ONTARIO LIMITED, J & X INTERIORS
LIMITED, SEVEN CONTINENTS INC., MORGANA
WOODWORK AND CONTRACTING LTD. and EXPERTAS INC.**

Respondents

ORDER

THIS APPLICATION, made by Canadian Imperial Bank of Commerce in its capacity as Administrative Agent for a syndicate of lenders (the "Lenders") pursuant to an Amended and Restated Credit Agreement dated as of December 20, 2001 and as Security Agent for such Lenders pursuant to a Security Agency Agreement dated as of March 21, 2000 (the "Applicant"), for an Order, *inter alia*, appointing KPMG Inc. as Receiver pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 ("CJA") and section 47(1) of the

Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3 as amended ("BIA") without security, of all of the assets, property and undertaking of the Respondents (hereinafter, all Respondents collectively referred to as "OSF"), was heard this day at 393 University Ave, Toronto, Ontario.

ON READING the Amended Notice of Application, the Affidavits of A. Kenneth Miller sworn April 11 and 16, 2002, filed, the consent of KPMG Inc., filed, and on hearing the submissions of counsel for the Applicant and the consent of OSF,

Service

1. **THIS COURT ORDERS** that the time for service of the Amended Notice of Application herein is hereby abridged, if necessary, and that the Application is properly returnable today, and that all parties entitled to notice of this Application have been served with this Application.

Appointment and Powers

2. **THIS COURT ORDERS** that KPMG Inc. be and is hereby appointed Receiver pursuant to section 101 of the CJA and Interim Receiver pursuant to section 47(1) of the BIA (hereinafter collectively referred to in both capacities as the "Receiver"), without security, of OSF and all of its present and future assets, property and undertaking (collectively, the "Property"), with the power and authority over the Property as set out herein, and to act at once until further order of this Court.

3. **THIS COURT ORDERS** that the Receiver shall have the power, but not the obligation, in the name of and on behalf of OSF, to take possession of the Property subject to the

terms of this Order, but shall not and shall have no power to carry on or operate all or part of the business of OSF, subject to further Order of this Court.

4. **THIS COURT ORDERS** that subject to the terms of this Order, OSF and its past and present directors, officers, employees, servants, shareholders, lawyers, accountants, consultants, agents and any and all other persons having notice of this Order (collectively, the "OSF Representatives") shall allow the Receiver immediate, continuous and unrestricted access to the Property and shall forthwith deliver possession and control of the Property to the Receiver.

5. **THIS COURT ORDERS** that subject to the terms of this Order, and without prejudice to any solicitors' lien rights that may apply, the OSF Representatives shall forthwith upon receiving notice of this Order deliver possession to the Receiver of all books, documents, contracts, papers and records of every nature and kind whatsoever relating to the Property and the obligations and liabilities of OSF relating to the Property including, but not limited to, accounting records, consultant and environmental studies and reports, drawings and blueprints, computer programs and data, and shall provide the use of accounting, data processing and computer facilities relating thereto.

6. **THIS COURT ORDERS** that without limiting the generality of any provision of this Order, and immediately upon this Order becoming effective, the Receiver is hereby expressly empowered and authorized, but not obligated, to take such steps for and on behalf of and in the name of OSF as it deems appropriate in respect of the Property including, unless otherwise ordered, the cessation of all operations. Without in any way limiting the generality of

the foregoing, and in furtherance thereof, the Receiver is expressly empowered and authorized but not obligated:

- (a) to take such steps as in the opinion of the Receiver are necessary or appropriate to receive, preserve, protect, liquidate and realize upon the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, engaging of independent security personnel, the taking of physical inventories and the continuation of and/or placement of such insurance coverage as may be necessary or desirable;
- (b) to take such steps as in the opinion of the Receiver are necessary or appropriate to maintain control over all receipts and disbursements of OSF including, without limiting the generality of the foregoing, taking such steps as are necessary or desirable to control access to and use of all accounts of OSF held with any financial institution or intermediary wheresoever situate;
- (c) to make arrangements with such agents, consultants, managers, assistants, legal counsel and employees as the Receiver may consider necessary or desirable to secure their assistance in the exercise of the Receiver's powers and the performance of the Receiver's duties hereunder;
- (d) to take such steps as in the opinion of the Receiver are necessary or appropriate to verify the existence and location of all of the Property, the terms of all agreements or other arrangements relating thereto, whether written or oral, the existence or assertion of any lien, charge, encumbrance or security interest thereon, and any

other matters which in the opinion of the Receiver may affect the value, existence, preservation and liquidation of such Property;

- (e) to enter into any agreements or incur any obligations in the ordinary course of business, pay any creditors of OSF if such payment is, in the discretion of the Receiver, necessary or desirable for the protection, preservation, maintenance or realization of the Property, or take any other steps incidental to these powers, if in the opinion of the Receiver it is necessary or desirable to do so;
- (f) to negotiate and enter into agreements with respect to the Property, including without limitation, licensing agreements, or to amend, terminate or disclaim existing agreements;
- (g) to pay ongoing expenses incurred on and after the date of this Order including, without limitation, royalty and licensing payments, ground rents and other rents and payments for utilities, heating, maintenance, insurance, supplies and similar expenses, as are in the discretion of the Receiver necessary or desirable for the protection, preservation, maintenance or realization of the Property;
- (h) to make such repairs or alterations to the Property as the Receiver deems advisable in order to enhance the value of such Property for disposition;
- (i) to invoice, receive and collect all monies and accounts now owed or hereafter owing to OSF, and, in collecting all such monies, to exercise all rights of OSF including without limitation, enforcing any security in favour of OSF or other remedies available to OSF;

- (j) to establish and maintain bank accounts and to deposit therein all funds collected in the exercise of its powers pursuant to this Order, and if so advised, to invest such funds in term deposits or other instruments from time to time;
- (k) to join in and execute, assign, issue and endorse such transfers, conveyances, contracts, leases, deeds, bills of sale, cheques, bills of lading or exchange or other documents of whatever nature in respect of any of the Property, in the name and on behalf of OSF, which are necessary, desirable or convenient in the opinion of the Receiver for any purpose pursuant to this Order;
- (l) to deal with any governmental ministry, department or agency as authorized agent of OSF concerning any matter whatsoever, including, without limitation, applications for permits, tax credits, tax refunds, business or approvals, rebates, and to take all such steps as are necessary or desirable arising therefrom;
- (m) to employ former employees of OSF on a temporary or other basis, if in the opinion of the Receiver it is necessary or desirable to do so;
- (n) to institute and prosecute all suits, proceedings and actions in and before the Courts and administrative bodies as may in its judgment be necessary for the proper protection, preservation, disposition or sale of the Property or any part thereof and likewise to defend all suits, proceedings and actions instituted against it as the Receiver and to appear in and conduct the prosecution and defence of any suits, proceedings and actions now pending in any Court or administrative body against OSF relating to the Property or any part thereof including such appeals as

the Receiver shall deem proper and advisable in respect of any ruling, order, or judgment pronounced in any such suits, proceedings or actions;

- (o) to extend the time for payment of any monies due to OSF relating to the Property or any part thereof with or without security and to settle or compromise any such indebtedness;
- (p) to conduct such inquiries and investigations into the affairs, dealings, and estate of OSF and the preservation and conservation of the Property, as are necessary or appropriate in the opinion of the Receiver, and in the course thereof to examine any person under oath reasonably thought to have knowledge of the Property, or the dealings or affairs of OSF, and to require any such person to produce any books, records, documents, computer programs, files, or data relating in any way to OSF or the Property;
- (q) to vote any shares and exercise any rights which OSF may have as shareholder and, without limiting the foregoing, otherwise deal with all securities, warrants or other interests held by OSF, or for its benefit, in any public or private corporation or other entities, and any options or other rights to acquire;
- (r) to settle and pay any claims which may be made or brought against OSF relating to the Property or any part thereof on such terms and in such manner as the Receiver deems necessary or advisable;

- (s) to take such steps as the Receiver deems necessary or desirable to preserve and protect the Property or any part thereof, including making payments to persons having mortgages, charges or encumbrances;
- (t) to market for sale all or any part of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate, and the Receiver, its authorized agents, professional advisors and potential purchasers shall be entitled to enter onto the Property or any part thereof in connection with such marketing activities;
- (u) to require OSF to take any steps, enter into any agreements or incur any obligations necessary or incidental to the exercise of the aforesaid powers;
- (v) to sell, transfer or assign, whether on credit, by private tender, public auction or otherwise, or to lease, or mortgage the Property or any part or parts thereof, out of the ordinary course of business, without compliance with Part XI of the BIA, *The Personal Property Security Act* (Ontario), *The Mortgages Act*, any applicable bulk sales legislation or any other provisions of law relating to notice, statutory or otherwise, which a creditor or other party may be required to issue in order to dispose of the collateral of a debtor and without compliance with any statutory obligation to obtain a certificate in order to dispose of assets in bulk, in respect of all of which the Receiver shall be and is hereby relieved.

- (i) without the approval of this Honourable Court, in respect of any transaction in the ordinary course of business;
- (ii) without the approval of this Honourable Court in respect of any transaction out of the ordinary course of business and not exceeding \$2,000,000, provided that the aggregate consideration for all such transactions does not exceed \$5,000,000; and
- (iii) with the approval of this Honourable Court in respect of any other transaction;

provided that the purchase money, rent, proceeds or other consideration of any realization be paid to the Receiver or on its direction;

- (w) to apply for any vesting order or orders which may be necessary or desirable, in the opinion of the Receiver, in order to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (x) to register a copy of this Order and any other orders obtained by the Receiver in respect of the Property against title to any or all property comprised in the Property;
- (y) to make an assignment of all the property of OSF for the general benefit of its creditors pursuant to the BIA, and to act as trustee in bankruptcy of OSF;

- (z) to enter into arrangements with any trustee in bankruptcy appointed in respect of OSF (a "Trustee"), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by OSF and the power to lend money to any such Trustee, such Trustee borrowings not to exceed \$250,000 unless otherwise increased by the Court;
- (aa) to complete and electronically register a transfer of land or mortgage or any other document dealing with all or any part of land or any interest therein included in the Property and the Registrar of the Applicable Land Registry Office is hereby directed to accept any and all of such documents for registration in accordance with section 25 of the *Land Titles Act (Ontario)* without any further approval or Order of this Honourable Court;
- (bb) to report to, meet with and discuss with the Applicant and/or the Lenders and their advisors as the Receiver deems appropriate on all matters relating to the Property and receivership, including without limitation, financial information, analysis, offers and other expressions of interest received by the Receiver and to permit such Lenders and their advisors as the Receiver deems appropriate to review any offer or other expression of interest received by the Receiver on such terms as to confidentiality as the Receiver deems appropriate; and
- (cc) to take such steps and to do such things as it may be directed by this Honourable Court.

7. **THIS COURT ORDERS** that the Receiver may from time to time bring motions before this Honourable Court for advice and directions in the discharge of its powers and duties hereunder.

Employees

8. **THIS COURT ORDERS AND DECLARES** that nothing in this Order shall constitute the Receiver as the employer of the employees of OSF and further orders and declares that the appointment of the Receiver does not constitute a sale of the business of OSF, which shall continue to be the business of OSF until it is sold in whole or part to a purchaser other than the Receiver.

9. **THIS COURT ORDERS** that the employment of the employees of OSF, including employees on maternity leave, disability leave and all other forms of approved absence, is hereby terminated effective immediately prior to the appointment of the Receiver. Notwithstanding the appointment of the Receiver or the exercise of any of its powers or the performance of any of its duties hereunder, or the use or employment by the Receiver of any person in connection with its appointment and the performance of its powers and duties hereunder, the Receiver is not and shall not be deemed or considered to be a successor employer, related employer, sponsor or payer with respect to any of the employees of OSF or any former employees within the meaning of the *Labour Relations Act*, 1995 (Ontario), the *Employment Standards Act*, 2000 (Ontario), the *Pension Benefits Act* (Ontario), *Canada Labour Code*, *Pension Benefits Standards Act* (Canada) or any other provincial, federal or municipal legislation or common law governing employment or labour standards (the "Labour Laws"), or any other

statute, regulation or rule of law or equity for any purpose whatsoever, or any collective agreement or other contract between OSF and any of their present or former employees, or otherwise. In particular, the Receiver shall not be liable to any of the employees of OSF for any wages (as "wages" are defined in the *Employment Standards Act* (Ontario)), including severance pay, termination pay, notice or pay in lieu of notice and vacation pay, except for such wages as the Receiver may specifically agree to pay.

10. **THIS COURT ORDERS** that the Receiver is not the employer of the employees of OSF with respect to any pension or employee benefit plan nor is it the sponsor or administrator of any pension plans or benefit plans included in the Property, and shall not be liable for any contribution or other payment to any pension or benefit fund. The Receiver shall not authorize or cause OSF to make any contribution to any employee pension plan without specific direction and authority of this Court. The Receiver is hereby directed to notify appropriate regulatory authorities of this appointment as soon as practicable after issuance of this Order.

Fees and Disbursements

11. **THIS COURT ORDERS** that the reasonable professional fees and disbursements of the Receiver, including, without limitation, all expenses in connection with any matter associated with its appointment and the performance of the Receiver of its powers and duties hereunder and the costs of legal counsel to the Receiver on a solicitor and his own client basis, in accordance with its accounts as passed from time to time, shall form a charge (the

“Receiver’s Charge”) on all of the Property. The Receiver’s Charge shall rank in priority to all other charges, claims, mortgages, liens, security interests or encumbrances on the Property.

12. **THIS COURT ORDERS** that the costs of the Applicant in the preparation of this motion and in the commencement of this action, up to and inclusive of the hearing of this motion and the entry of this order, be assessed as between a solicitor and his own client, and be paid by the Receiver as part of its expenses.

13. **THIS COURT ORDERS** that the Receiver shall be at liberty, on a monthly basis, to apply reasonable amounts from the monies in its hands against its fees, expenses and disbursements, including without limitation, legal fees and disbursements, on a solicitor and his own client basis, and such amount shall constitute advances against its remuneration and expenses on the passing of the Receiver’s accounts.

14. **THIS COURT ORDERS** that the Receiver shall pass its accounts from time to time and shall pay the balance in its hands as this Honourable Court may direct.

Borrowing Powers

15. **THIS COURT ORDERS** that the Receiver shall be at liberty and is hereby empowered to borrow monies without personal liability from time to time as it may consider necessary, not to exceed \$5,000,000 in the principal amount in the aggregate, at such rate or rates of interest as it deems advisable and for such period or periods as it may be able to arrange, for the purpose of exercising its powers and performing its duties, and such borrowed amounts from time to time shall form a charge on the Property or its proceeds, which shall rank in priority to all

other charges, claims, mortgages, liens, security interests or encumbrances on the Property, save and except the Receiver's Charge.

16. **THIS COURT ORDERS** that the monies authorized to be borrowed by this Order shall be evidenced by certificates substantially in the form of the draft certificate attached as Schedule "A" to this Order and shall be in the nature of a revolving credit which the Receiver may pay off or re-borrow within the limits of the authority hereby conferred.

17. **THIS COURT ORDERS** that any security granted by the Receiver in connection with its borrowings shall not be enforced without leave of this Honourable Court first being obtained.

18. **THIS COURT ORDERS** that, notwithstanding (a) the pendency of these proceedings and the declarations of insolvency made herein, (b) the pendency of any petitions for Receiving Orders heretofore or hereafter issued pursuant to the BIA in respect of OSF and any Receiving Order issued pursuant to any such petitions, and (c) the provisions of any Federal or Provincial statute, any payments made by the Receiver to a lender pursuant to the Receiver's Certificates (the "Lender") and the security constituted by the security granted in favour of such Lender do not and shall not be construed to constitute a fraudulent preference or other challengeable or reviewable transaction under any applicable law.

Stay of Proceedings

19. **THIS COURT ORDERS** that no one claiming an interest in the Property or any part thereof, shall be at liberty to exercise such interest, including, without limitation, any right

of possession of any part of the Property, except, with the consent of the Receiver or leave of this Honourable Court first being obtained on 4 days' notice to the Receiver.

20. **THIS COURT ORDERS** that no action, application or administrative proceedings or administrative order, self help remedies, or any other acts, proceedings, or private remedies including, without limitation:

- (a) the exercise of any landlord's right to distrain or terminate any lease;
- (b) the exercise of any other statutory right to distrain;
- (c) the termination of any contract of insurance for the Property or any portion thereof or in which OSF is a named or an unnamed insured or from which OSF may derive a benefit;
- (d) the termination, suspension, cancellation, failure to renew on reasonable terms or alteration of any contract, whether written or oral, for the supply of goods or services to OSF including, without limitation, all computer software, communication and other data services, commercial leases, supply contracts, transportation services, service contracts, subscriber agreements, licenses, permits and approvals, so long as the normal prices or charges for such goods or services received after the effective date of this Order are paid by the Receiver in accordance with the present payment practices of OSF or such other payment practices as may be agreed by the service provider and the Receiver, for the period of actual use by the Receiver;

- (e) the termination or alteration of any of the rights of OSF under leases or other agreements relating to the Property, including without limitation, agreements or orders to purchase and/or install products of OSF;
- (f) the exercise of any right of set-off or trust claim; or
- (g) the exercise or continuation of any construction, repair, storage or other lien relating to the Property or its proceeds, except for the registration, or commencement of actions to perfect any claims for liens against the Property only:

shall be taken, commenced, or continued against OSF, the Property, or the Receiver without the specific written consent of the Receiver or the leave of this Honourable Court first being obtained on 4 days' notice to the Receiver.

21. **THIS COURT ORDERS** that all persons with notice of this Order be and they are hereby enjoined from disturbing or interfering with the use by the Receiver of utility services presently used by OSF in connection with the Property, including electricity, gas, water, and telephone and the providers of such utilities are hereby enjoined from cutting off, or discontinuing or altering any such services without the specific consent of the Receiver or leave of this Honourable Court first being obtained on 7 days' notice to the Receiver.

22. **THIS COURT ORDERS** that all persons be and they are hereby enjoined from disturbing or interfering with access by the Receiver to any premises or locations leased by or licensed to OSF and that no person shall in any manner unlawfully interfere with the possession, use, or control of the Property by the Receiver or its assigns.

Environmental Regulations and Orders

23. **THIS COURT ORDERS** that notwithstanding any provision of this Order, and any provisions of any federal or provincial legislation applicable to all or any part of the Property, to the extent that any of such legislation relates to the enhancement, protection, remediation or rehabilitation of the environment or to any other environmental matters including, but not limited to, the transportation of dangerous goods, occupational safety, product liability, public health or public safety (collectively, the "Environmental Laws"), the Receiver shall not be personally liable, either directly or vicariously, under any Environmental Laws in respect of any environmental condition that arose, or any environmental damage that occurred, unless it can be demonstrated by the regulatory authority responsible for the administration of the applicable Environmental Laws that the condition arose or the damage occurred firstly, after the appointment of the Receiver and prior to the discharge of the Receiver, and secondly, as a result of the Receiver's gross negligence or willful misconduct arising out of its care and control of the Property.

24. **THIS COURT ORDERS** that the making of this Order in and of itself shall not vest in the Receiver the ownership, care, custody, occupation, charge, control, possession or management of the Property, or any part thereof on which there may be a pollutant, contaminant, dangerous good, waste, hazardous or toxic substance (collectively "toxic substances") or which may be toxic substances or which may cause or contribute to a discharge, release or deposit of any toxic substance within the meaning of or contrary to any Environmental Laws.

25. **THIS COURT ORDERS** that the Receiver shall not be deemed, by virtue only of this Order in and of itself to be a person responsible, the owner, the occupant, or person in charge of any premises owned or occupied by OSF for the purposes of any statute, regulation or rule of law or equity applicable in Canada which imposes liability on the basis of such status, provided that nothing herein shall relieve the Receiver from liability, if any, resulting from gross negligence or wilful misconduct on its part.

Limitation of Liability

26. **THIS COURT ORDERS** that any liability of the Receiver which it may incur as a result of its appointment or as result of the performance of its duties hereunder, save and except any liability arising as a result of gross negligence or willful misconduct, shall be limited in the aggregate to the Net Realizable Value of the Property. The Net Realizable Value of the Property shall be the proceeds realized in cash from the disposition of the Property or part thereof after the remuneration and the disbursements of the Receiver, and of its legal counsel, and any costs or obligations, including monies borrowed hereunder, incurred by the Receiver or by any person in connection with the completion of any sale of all or part of the Property, have been paid in full.

27. **THIS COURT ORDERS** that, for greater certainty, any liabilities or obligations incurred by the Receiver in connection with this Order, or in performance of its duties under this Order as Receiver, except for gross negligence or willful misconduct, shall be deemed to be incurred solely in its capacity as Receiver of OSF and not in the Receiver's personal or corporate capacity.

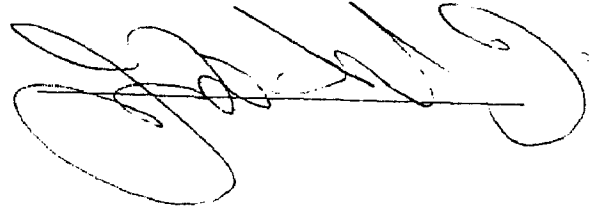
Extra-Jurisdictional Recognition

28. **THIS COURT HEREBY SEEKS AND REQUESTS** the aid and recognition of any court or administrative body in any province of Canada or elsewhere to assist the Receiver and its agents to carry out the terms of this Order including the making of such vesting orders as may be required or desirable to complete the disposition of such of the Property that may be within the jurisdiction of such courts or administrative bodies. The Receiver shall be at liberty and is hereby authorized and empowered to apply, with or without notice to OSF, as it may consider necessary or desirable to any other courts or administrative bodies, whether in Canada, the United States of America or elsewhere, for orders recognizing the appointment of the Receiver in such other jurisdictions, and without limiting the generality of the foregoing, the Receiver is hereby authorized to commence proceedings under section 304 of the U.S. Bankruptcy Code. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of the Court, as they may deem necessary or appropriate for the purposes for which the Receiver was appointed, and the United States Bankruptcy Court is respectfully requested to recognize the within proceedings for the purposes of section 304 of the United States Bankruptcy Code and recognize KPMG Inc. in its capacity as Receiver as a foreign representative for the purposes of section 304 of the United States Bankruptcy Code.

Miscellaneous

29. **THIS COURT ORDERS** that notwithstanding any other provision of this Order, any person affected by this Order may apply to this Honourable Court to seek relief in respect of this Order after 7 days' notice to the Receiver, the Service List maintained by counsel for the

Receiver and to any other party likely to be affected by the Order sought or upon such other notice, if any, as this Honourable Court may order.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

ENTRÉE ATINSONIT À TORONTO
ON/BOOK NO:
LE/DANS LE REGISTRE NO:

APR 17 2002

PER/000

A small, handwritten mark or signature in black ink, possibly initials, located below the date stamp.

SCHEDULE "A"

Amount: _____

Receiver's Certificate Number: _____

To: _____

1. This is to certify that the undersigned, KPMG Inc., as the Receiver and Interim Receiver (the "Receiver") of the assets, property and undertaking (the "Property") of OSF Inc., Benwind Industries, 668082 Ontario Limited, J & X Interiors Limited, Seven Continents Inc., Morgana Woodwork and Contracting Ltd. and Expertas Inc. (hereinafter collectively referred to as "OSF") pursuant to the Order of the Honourable [insert name of Judge], of the Ontario Superior Court of Justice (Commercial List), dated the [insert date of the order] (hereinafter called the "said Order"), acknowledges that as such Receiver it is indebted to the holder of this Certificate in the sum of ● Dollars (\$●) in lawful money of Canada.

2. The principal sum of [insert the borrowing limit in words] [(insert the borrowing limit in numbers)] represented by this Certificate is payable from the _____ day of _____, 2002, on demand with interest thereon (both after as well as before maturity) at the [Canadian Imperial Bank of Commerce] prime interest rate, as reported or announced from time to time or failing such reporting or announcement, at the rate established by it on an unsecured demand loan in the City of Toronto, Province of Ontario in Canadian dollars to its most credit-worthy commercial customers, plus one per cent (1%) per annum.

3. The principal sum of ● Dollars (\$●) together with interest thereon as aforesaid is by the terms of the said Order, together with the principal sums and interest thereon of all other Receiver's Certificates issued by the Receiver pursuant to the said Order or to any further Order of the said Court, a charge on the Property and its proceeds (the "Charge"). The Charge shall rank in priority to all charges and encumbrances on the Property save and except certain charges in favour of the Receiver as set out in said Order, subject to the right of the Receiver to be indemnified out of the Property with respect to its liabilities, expenses and its own remuneration properly incurred.

4. All sums payable in respect of principal and interest under this Certificate are payable at the office of KPMG Inc., Toronto, Ontario.

5. In case default shall be made in payment of interest on this Certificate and such default shall continue, the principal and any interest thereon of this Certificate may be declared immediately due and payable by the holder hereof. This Certificate shall not be enforced without leave of the Court, on motion made on notice to the Receiver.

6. All liability in respect of the whole or any part of the principal sum of which this Certificate issued and for further interest thereon shall at any time or from time to time be terminated on tender to the holder hereof of the whole or such part of such principal sum with interest accrued thereon as aforesaid down to the date of such tender.

7. The Receiver does not undertake and is not under any personal liability to pay any sum in respect of which it may issue Certificates under the terms of the said Order.

DATED at Toronto, Ontario this day of [insert date of Receiver's Certificate].

**KPMG INC. in its capacity as Receiver and
Interim Receiver of OSF Inc., Benwind
Industries, 668082 Ontario Limited, J & X
Interiors Limited, Seven Continents Inc.,
Morgana Woodwork and Contracting Ltd. and
Expertas Inc.**

11379105.6

11379105.611379105.6

**TRADEMARK
REEL: 002577 FRAME: 0289**

