

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Court Appointment of Receiver

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W.C. WOOD CORPORATION, INC.		11/16/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BDO Dunwoody Limited
Street Address:	123 Front Street
Internal Address:	Suite 1200
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5J 2M2
Entity Type:	Court Appointed Receiver: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2319029	COLD TECH
Registration Number:	3212170	COLDTECH

CORRESPONDENCE DATA

Fax Number: 7168490349
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7168564000
 Email: gsnyder@hodgsonruss.com
 Correspondent Name: Hodgson Russ LLP
 Address Line 1: 140 Pearl Street, Suite 100
 Address Line 2: The Guaranty Building
 Address Line 4: Buffalo, NEW YORK 14202-4040

ATTORNEY DOCKET NUMBER:	018084.00002 VJS
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DOMESTIC REPRESENTATIVE

CH \$65.00 2319029

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	George L. Snyder, Jr.
Signature:	/george l snyder jr/
Date:	01/14/2014

Total Attachments: 47

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THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

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DATED AT TORONTO THIS
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16 DAY OF November 20 09
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Court File No. CV-09-8914-00CL

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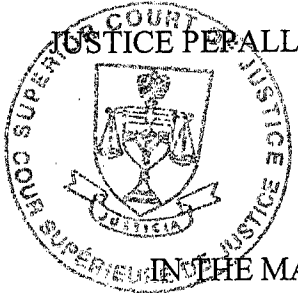
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THE HONOURABLE

) MONDAY, THE 16th

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DAY OF NOVEMBER, 2009

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT
OF W.C. WOOD CORPORATION, LTD.,
W.C. WOOD CORPORATION INC. and W.C. WOOD HOLDINGS INC.
(together the "Applicants" or "Wood")

AND IN THE MATTER OF SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985 c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

RECEIVERSHIP ORDER

THIS MOTION made by CIT Business Credit Canada Inc. ("CIT") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing BDO Dunwoody Limited as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Applicants acquired for, or used in relation to, the Applicants' business, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Tenth Report of BDO Dunwoody Limited dated November 13, 2009 (the "Tenth Report"), and on hearing the submissions of counsel for CIT, the Applicants, One Rock Capital Partners, LLC ("One Rock") and BDO Dunwoody Limited no one appearing for any other party although duly served as appears from the affidavit of service of Evan Cobb

TRADEMARK

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sworn November 13, 2009 and on reading the consent of BDO Dunwoody Limited to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO Dunwoody Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Applicants acquired for, or used in relation to, the Applicants' business, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the process for accepting liquidation proposals, as outlined in the Tenth Report, is hereby approved and the deadline for submission of liquidation proposals shall be 12:00pm Toronto time on November 23, 2009.

4. THIS COURT ORDERS that the Receiver is hereby directed, in the name of and on behalf of the Applicants to execute such documents in the Receiver's name, or in the name of and on behalf of the Applicants, as are necessary or incidental to the sale of the Property both in Canada and the United States, including but not limited to bills of sale.

5. THIS COURT ORDERS that the Receiver is hereby authorized to:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of 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, the engaging

of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Applicants;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;
- (f) to settle, extend or compromise any indebtedness owing to the Applicants;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Applicants, for any purpose pursuant to this Order;
- (h) to undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary 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;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Applicants;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Applicants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicants;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Applicants, and without interference from any other Person.

6. THIS COURT ORDERS that the Receiver shall return to this Court no later than November 27, 2009, unless otherwise consented to in writing by CIT, to seek approval of a transaction, or set of transactions, for the sale of all or substantially all of the Property.

7. THIS COURT ORDERS that the Receiver is hereby authorized and directed to terminate, on behalf of the Applicants, the arrangement entered into between Lincoln Partners Advisors LLC ("Lincoln") and certain of the Applicants by letter agreement on or about July 15, 2009 (the "Lincoln Arrangement") and to terminate, on behalf of the Applicants, the arrangement entered into between Levi Littell Herbst & Co., LLC ("LLH") and certain of the Applicants dated on or about May 15, 2009, as amended (the "LLH Arrangement").

8. THIS COURT ORDERS that terminations of the Lincoln Arrangement and the LLH Arrangement shall each become effective immediately upon notice by the Receiver to Lincoln or

to LLH as applicable, notwithstanding any additional notice provisions contained in the Lincoln Arrangement or the LLH Arrangement.

~~✓~~ **TERMINATION OF THE ONE ROCK ASSET PURCHASE AGREEMENT**

9. THIS COURT ORDERS that the asset purchase agreement entered into between certain of the Applicants, BDO Dunwoody Limited, in its capacity as court-appointed monitor, and One Rock, dated as of October 28, 2009 (the "One Rock APA"), has been terminated in accordance with its terms, at no cost to the Applicants or BDO Dunwoody Limited, and such termination does not constitute a Superior Proposal Termination, as defined in the One Rock APA.

10. THIS COURT ORDERS that any agreements entered into by the Applicants in connection with the One Rock APA, including but not limited to any transition services agreement, ~~be~~ and are hereby terminated at no cost to the Applicants. *SNP*

11. THIS COURT ORDERS that, pursuant to the terms of the One Rock APA and the Order of the Honourable Justice Newbould, dated October 26, 2009 (the "October 26 Order"), ~~no break fee shall be payable to One Rock as a result of the termination of the One Rock APA.~~ ✓

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

12. THIS COURT ORDERS that (i) the Applicants, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

13. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Applicants, and any computer programs, computer tapes, computer disks, or other

data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 13 or in paragraph 14 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

14. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information on to paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

15. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

16. THIS COURT ORDERS that no Proceeding against or in respect of the Applicants or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of

the Applicants or the Property are hereby stayed and suspended pending further Order of this Court.

17. THIS COURT ORDERS that the above paragraph 16 does not apply in respect of Proceedings that may be commenced or continued by CIT.

NO EXERCISE OF RIGHTS OR REMEDIES

18. THIS COURT ORDERS that all rights and remedies against the Applicants, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) exempt the Receiver or the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

19. THIS COURT ORDERS that the above paragraph 18 does not apply in respect of rights and remedies that CIT shall have against the Applicants or affecting the Property.

NO INTERFERENCE WITH THE RECEIVER

20. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

21. THIS COURT ORDERS that all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Applicants are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Applicants'

current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

22. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

23. THIS COURT ORDERS that all employees of the Applicants shall remain the employees of the Applicants until such time as the Receiver, on the Applicants' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA.

PIPEDA

24. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such

information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

25. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

26. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

27. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

28. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

29. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

30. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, exclusively from the DIP Lender (as such term is defined in the initial order of the Honourable Madam Justice Pepall dated May 19, 2009 as amended), such monies from time to time as it may consider necessary or desirable, subject to the approval of the DIP Lender, provided that the outstanding principal amount does not exceed CDN\$750,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable, subject to the approval of the DIP Lender, for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed,

together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

31. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

32. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

33. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SEALING OF CONFIDENTIAL APPENDICES

34. THIS COURT ORDERS that the confidential appendices to the Tenth Report shall be treated as confidential and shall be sealed and segregated from the public record, pending further order of this Court.

GENERAL

35. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Applicants.

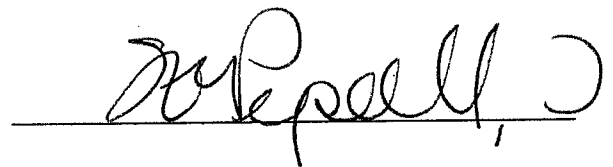
37. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully

requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

38. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

39. THIS COURT ORDERS that CIT shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the CIT's security or, if not so provided by CIT's security, then on a substantial indemnity basis to be paid by the Receiver from the Applicants' estate with such priority and at such time as this Court may determine.

40. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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LE / DANS LE REGISTRE NO.:

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PER / PAR: JV

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Dunwoody Limited, the receiver (the "Receiver") of the assets, undertakings and properties of W.C. Wood Corporation, Ltd., W.C. Wood Corporation, Inc. and W.C. Wood Holdings Inc. (the "Debtors") acquired for, or used in relation to the Debtors' business, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 16th day of November, 2009 (the "Order") made in an action having Court file number CV-09-8914-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the ____ day of _____, 20__.

BDO Dunwoody Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT OF W.C. WOOD CORPORATION, LTD., W.C. WOOD HOLDINGS
INC. AND W.C. WOOD CORPORATION INC. (together the "Applicants" or "W.C. Wood")

Court File No: CV-09-8194-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

RECEIVERSHIP ORDER

Ogilvy Renault LLP
Suite 3800
Royal Bank Plaza, South Tower
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4

Orestes Pasparakis LSUC#: 36851T
Tel: (416) 216-4815
Fax: (416) 216-3930

Lawyers for CIT Business Credit Canada Inc.

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTEST QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

Court File No. CV-09-8194-00CL

DATED AT TORONTO THIS 8th DAY OF December 2009
FAIT À TORONTO LE JOUR DE

Sauil

ONTARIO

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

REGISTRAR

GREFFIER

THE HONOURABLE MR.)

TUESDAY, THE 8TH

JUSTICE NEWBOULD)

DAY OF DECEMBER, 2009

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE AND
ARRANGEMENT OF W.C. WOOD CORPORATION, LTD., W.C. WOOD HOLDINGS INC.
and W.C. WOOD CORPORATION INC.

AND IN THE MATTER OF SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985 c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED



APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Dunwoody Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of W.C. Wood Corporation, Ltd., W.C. Wood Holdings Inc. and W.C. Wood Corporation, Inc. (collectively, "W.C. Wood") for, *inter alia*, an order approving the sale transactions (the "Transactions") contemplated by the offer to purchase (the "Whirlpool Offer") made by Whirlpool Canada Acquico (2009) Inc. ("Whirlpool") dated November 27, 2009 and accepted by the Receiver on November 30, 2009, and an agreement of purchase and sale for the W.C. Wood real property located at 677 Woodland Drive, Ottawa, Ohio (The "Ohio Property") between the Receiver and Whirlpool substantially in the form of the draft agreement appended as described below (the "Ohio Sale Agreement", and, together with the Whirlpool Offer, the "Whirlpool Sale Agreements"), which Whirlpool Sale Agreements are appended in redacted form to the Twelfth Report to the Court of BDO Dunwoody Limited dated December 4, 2009 (the "Twelfth Report") and included in unredacted form as Confidential Appendix "B" to the Twelfth Report (the "Confidential Appendix", and, together with the Twelfth Report, the "Report"), and vesting in Whirlpool, or in such other entity or entities as directed by Whirlpool in writing (collectively,

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together with Whirlpool, the "Purchasers", and, each, a "Purchaser"), of W.C. Wood's right, title and interest in and to the assets described in the Whirlpool Sale Agreements (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, counsel for CIT Business Credit Canada Inc., counsel for the Purchasers, _____ and no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sam Babe sworn December 4, 2009, filed:

1. THIS COURT ORDERS that the Receiver's Notice of Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transactions are hereby approved, and that both and each of the Whirlpool Sale Agreements are commercially reasonable and in the best interests of W.C. Wood and its stakeholders. The execution of the Whirlpool Sale Agreements by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Purchased Assets to the Purchasers.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of W.C. Wood's right, title and interest in and to the Purchased Assets described in the Whirlpool Sale Agreements shall vest absolutely in the Purchasers, as set out in paragraph 4 below, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Madam Justice Pepall dated May 19, 2009, as amended; (ii) any encumbrances or charges created by the Order of the Honourable Madam Justice Pepall dated November 16, 2009; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) those

Claims listed on Schedule B hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule C) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. W.C. Wood's right, title and interest in and to the Purchased Assets shall vest in the Purchasers as follows:

- (a) W.C. Wood's right, title and interest in and to the Purchased Assets described in Schedule D hereto shall vest absolutely in Whirlpool;
- (b) W.C. Wood's right, title and interest in and to the Purchased Assets described in Schedule E hereto shall vest absolutely in Whirlpool Properties Inc.; and
- (c) W.C. Wood's right, title and interest in the Purchased Assets described in Schedule F hereto shall vest absolutely in Whirlpool Corporation.

5. THIS COURT ORDERS that the Receiver be and is hereby empowered to execute and deliver, on behalf of W.C. Wood, to a Purchaser, as directed by Whirlpool, a limited warranty deed conveying to such Purchaser good and marketable title to the Ohio Property free and clear of all Claims and otherwise in accordance with the terms of the Ohio Sale Agreement. The Ohio Property is more fully described on Schedule G hereto:

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of W.C. Wood and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of W.C. Wood;

the vesting of the Purchased Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of W.C. Wood and shall not be void or voidable by creditors of W.C. Wood, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT ORDERS AND DECLARES that the Transactions are exempt from the application of the *Bulk Sales Act* (Ontario).

10. THIS COURT ORDERS that the unredacted versions of the Whirlpool Sale Agreements included in the Confidential Appendix be protected until the Transactions have been completed or until further Order of this Honourable Court.

11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

PER/PAR *At*

DEC 08 2009

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

5005

Schedule A – Form of Receiver’s Certificate

Court File No. CV-09-8194-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE AND
ARRANGEMENT OF W.C. WOOD CORPORATION, LTD., W.C. WOOD HOLDINGS INC.
and W.C. WOOD CORPORATION INC.

AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985 c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Pepall of the Ontario Superior Court of Justice (the "Court") dated November 16, 2009, BDO Dunwoody was appointed as the receiver (the "Receiver") of the undertaking, property and assets of W.C. Wood Corporation, Ltd., W.C. Wood Holdings Inc. and W.C. Wood Corporation, Inc. (collectively, the "W.C. Wood").

B. Pursuant to an Order of the Court dated December 8, 2009 (the "Approval and Vesting Order"), the Court approved the offer to purchase (the "Whirlpool Offer") made by Whirlpool Canada Acquico (2009) Inc. ("Whirlpool") dated November 27, 2009 and accepted by the Receiver on November 30, 2009, and an agreement of purchase and sale for the W.C. Wood real property located in Ottawa, Ohio between the Receiver and Whirlpool made as of December 2009 (the "Ohio Sale Agreement", and, together with the Whirlpool Offer, the "Whirlpool Sale Agreements"), and provided for the vesting in Whirlpool, or in such other entity or entities as directed by Whirlpool in writing (collectively, together with Whirlpool, the "Purchasers"), of W.C. Wood’s right, title and interest in and to the Purchased Assets, which vesting is to be


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effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the purchase price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Whirlpool Sale Agreements have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transactions have been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the purchase price for the Purchased Assets payable on the Closing Date pursuant to the Whirlpool Sale Agreements;
2. The conditions to Closing as set out in the Whirlpool Sale Agreements have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transactions have been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at ___ on December , 2009.

BDO DUNWOODY LIMITED, in its capacity as Receiver of the undertaking, property and assets of W.C. Wood Corporation, Ltd., W.C. Wood Holdings Inc. and W.C. Wood Corporation, Inc., and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Claims to be deleted and expunged from title to Real Property

1. Memorandum of Lease by and between W.C. Wood Co., Inc. landlord, and Danby Products, Inc., tenant, dated November 27, 2007, filed for record January 14, 2008, of record in Official Records Book 587, Page 2160, Recorder's Office, Putnam County, Ohio.
2. Assignment of Lease from W.C. Wood, Co., Inc., to Wood U.S. Acquisition Co., Inc. dated January 3, 2008, filed for record January 14, 2008, of record in Official Records Book 587, Page 2172, Recorder's Office, Putnam County, Ohio.
3. Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture filing from Wood U.S. Acquisition Co., Inc. filed January 14, 2008, in the original amount of \$48,000,000.00 to CIT Business Credit Canada Inc., of record in Official Records Book 587, Page 2176, Recorder's Office, Putnam County, Ohio.
4. Subordination, Non-Disturbance and Attornment Agreement between CIT Business Credit Canada, Inc. and Danby Products, Inc., filed January 14, 2008, of record in Official Records Book 587, Page 2217, Recorder's Office, Putnam County, Ohio.
5. Unfiled mechanic's liens.

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable.
2. Zoning ordinances.
3. Easement to County Commissioners of Putnam County, Ohio, of record in Deed Book 166, Page 231, Recorder's Office, Putnam County, Ohio.
4. Easement to the Ohio Power Company, of record in Deed Volume 181, Page 127, Recorder's Office, Putnam County, Ohio.
5. Roadside Right of Way to West Ohio Gas Company, of record in Deed Volume 212, Page 341, Recorder's Office, Putnam County, Ohio.
6. Easement, Rights and Privileges to The Village of Ottawa, of record in Easement Volume 10, Page 202, Recorder's Office, Putnam County, Ohio.

Schedule D – Assets Vesting in Whirlpool Canada Acquico (2009) Inc.

All finished goods inventory located in Canada that does not bear a “Whirlpool” or “Amana” trademark (being part of Lot 3 of Parcel B in the Whirlpool Offer).

Schedule E – Assets Vesting in Whirlpool Properties Inc.

Parcel F in the Whirlpool Offer, consisting of all intellectual property of whatever nature and kind used in connection with the manufacturing and marketing of residential and commercial freezers in North America including all domestic and foreign trademarks, business names (including “W.C. Wood”), trade names, rights in domain names, trading styles, patents, trade secrets, Software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, know-how and manuals. The registered trademarks include but are not limited to the trademarks identified below:

US Trademarks

Trademark	Status/Status Date	Brief Goods/Services
WOOD'S	Registered 8 & 15 September 15, 2008	(Int'l Class: 11) Domestic and household appliances, namely, refrigerators, freezers, dehumidifiers, humidifiers, and compact kitchens comprising units having a sink, stove and refrigerator

Canadian Trademarks

Trademark	Status/Status Date	Brief Goods/Services
ARCTICAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators, freezers, dehumidifiers and portable air conditioners.
ARTICAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers and refrigerators.
COUNTRY SQUIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers, refrigerators, range hoods, and compact kitchens, namely, units comprising a sink, stove and refrigerator.
FROST GUARD	Registered - Amendment to Registration March 28, 2008	(Translation) (Int'l Class: 11) (1) Air conditioners. (2) Of-humidifiers.

Trademark	Status/Status Date	Brief Goods/Services
FROST QUEEN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators and freezers.
HUMIDAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Humidifiers.
MIAMI CAREY DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11, 20) (1) Range hoods, fans, ventilating fans, vents, fan and light combinations, fan and heater combinations, infra-red heaters, bathtub walls, bathroom cabinets, mirrors, and parts and fittings for all the aforesaid goods.
MICROHOOD	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Combination range hoods and microwave oven supports.
QUICKFREZ & DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers and refrigerators.
SAHARA	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Dehumidifiers for household use.
SEASONAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Humidifiers, dehumidifiers, and electronic air cleaners.
ULTRA & DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Domestic freezers. (2) Domestic refrigerators.
W AND TRIANGULAR DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 7, 9, 11, 16, 20, 26) (1) Grain grinders, grain rollers, refrigerating apparatus and milking equipment.

Trademark	Status/Status Date	Brief Goods/Services
WOOD'S	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators and freezers.
VENCOLD	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11, 20) (1) Commercial refrigeration and freezer display cases.
DESERTAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Dehumidifiers.
COLDTECH	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators, freezers, electric ice cream freezers, beverage refrigerators; commercial and industrial refrigerators and freezers; walk-in coolers and freezers; refrigerated display cases.

Schedule F – Assets Vesting in Whirlpool Corporation

1. All raw material inventory located in Canada (being Lot 1 of Parcel B in the Whirlpool Offer).
2. All raw material inventory located in the United States (being Lot 2 of Parcel B in the Whirlpool Offer).
3. All finished goods inventory located in Canada that bears a “Whirlpool” or “Amana” trademark (being part of Lot 3 of Parcel B in the Whirlpool Offer).
4. All finished goods inventory located in the United States (being Lot 4 of Parcel B in the Whirlpool Offer).
5. All manufacturing and office equipment in the United States (being Lot 2 of Parcel C in the Whirlpool Offer).
6. The Ohio Property (being Parcel E in the Whirlpool Offer).

Schedule G – Real Property Legal Description

File No. O-G07-444-4
Policy No. 39-060 7017024

EXHIBIT "A"

Inlot 1456:

Situated in the Village of Ottawa, County of Putnam and State of Ohio:
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlot 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North 00°38'22" East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North 89°16'46" West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlot Number 1457 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence continuing North 89°16'46" West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a ½ inch rebar found marking the Southeast corner of Inlot Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats and the POINT OF BEGINNING;

Thence continuing North 89°16'46" West along said North right-of-way line of Woodland Drive (also being the South line of Inlot 1456) a distance of 1,453.84 feet to a point marking the Southwest corner of said Inlot 1456 (referenced by a ½ inch rebar found 0.68 feet East of said corner);

Thence along the perimeter of said Inlot 1456 the following five (5) courses:

North 00°59'14" East a distance of 642.43 feet to a 5/8 inch rebar with ID cap set;

North 89°16'46" West a distance of 43.57 feet to a 5/8 inch rebar with ID cap set on the East line of the Detroit, Toledo and Irons Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

North 44°11'50" East along said East Railroad right-of-way line a distance of 679.26 feet to a 5/8 inch rebar with ID cap set marking the Northwest corner of said Inlot 1456 (also being the Southwest corner of Inlot Number 1458);

South 89°16'46" East a distance of 1,025.44 feet to a 5/8 inch rebar with ID cap set marking the Northeast corner of Inlot 1456;

South 00°38'22" West a distance of 1,135.33 feet to the POINT OF BEGINNING, said tract containing 35.664 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Backrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89 degrees 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176300.0000 (Reference Plat Book 73, Page 96)

(CONTINUED)

ALSO:**Lot 1458:**

Situated in the Village of Ottawa, County of Putnam and State of Ohio;
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlot 1458 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North $00^{\circ}38'22''$ East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North $89^{\circ}16'46''$ West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlot Number 1457 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a $\frac{1}{2}$ inch rebar found marking the Southeast corner of Inlot Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence North $00^{\circ}38'22''$ East along the East line of Inlot 1456 a distance of 1,135.33 feet to $\frac{5}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlot Number 1458 and the POINT OF BEGINNING;

Thence along the perimeter of said Inlot Number 1456 the following four (4) courses:

North $89^{\circ}16'46''$ West a distance of 1,025.44 feet to a $\frac{5}{8}$ inch rebar with ID cap set on the East line of the Detroit, Toledo and Ironton Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats (also marking the Southwest corner of Inlot 1458);

North $44^{\circ}11'50''$ East a distance of 689.03 feet to a $\frac{5}{8}$ inch rebar with ID cap set marking the Northwest corner of Inlot 1458 (also being the Southwest corner of Inlot 1459);

South $89^{\circ}16'46''$ East a distance of 550.64 feet to a $\frac{5}{8}$ inch rebar with ID cap set;

South $00^{\circ}38'22''$ West along the East line of said Inlot 1458 a distance of 500.00 feet to the POINT OF BEGINNING, said tract containing 9.045 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of any whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Beckwith, Ohio Surveyor No. 8305.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89 degrees 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176500.0000 (Reference Plat Book 73, Page 96)

ALSO:**Lot 1459:**

Situated in the Village of Ottawa, County of Putnam and State of Ohio;
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlot 1459 as recorded in Plat

(CONTINUED)

Book 63, Pages 85 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North $00^{\circ}38'22''$ East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North $89^{\circ}16'46''$ West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlot Number 1457 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a $\frac{1}{4}$ inch rebar found marking the Southeast corner of Inlot Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence North $00^{\circ}38'22''$ East along the East line of Inlot 1456 a distance of 1,135.33 feet to $\frac{3}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlot Number 1458;

Thence continuing North $00^{\circ}38'22''$ East along the East line of Inlot 1458 a distance of 500.00 feet to a $\frac{3}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlot Number 1459 and the POINT OF BEGINNING;

Thence along the perimeter of said Inlot Number 1459 the following three (3) courses:

North $89^{\circ}16'46''$ West a distance of 350.64 feet to a $\frac{3}{8}$ inch rebar with ID cap set on the East line of the Detroit, Toledo and Ironton Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats marking the Southwest corner of Inlot 1459;

North $44^{\circ}11'50''$ East along said East Railroad right-of-way line a distance of 799.09 feet to a $\frac{3}{8}$ inch rebar with ID cap set;

South $00^{\circ}38'22''$ West a distance of 579.86 feet to the POINT OF BEGINNING, said tract containing 3.665 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89° degrees 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176600.0000 (Reference Plat Book 73, Page 96)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. c-36, AS AMENDED AND
IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE AND ARRANGEMENT OF W.C. WOOD
CORPORATION, LTD. and W.C. WOOD CORPORATION INC.

Court File No.: CV-09-8194-00

AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS
AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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Lawyers for the Monitor and Receiver,
BDO Dunwoody Limited

TRADEMARK

REEL: 005192 FRAME: 0166

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

W.C. WOOD CORPORATION, LTD., *et al.*,¹

Foreign Applicants in Foreign Proceedings.

Chapter 15

Case No. 09-11893 (KG)

Jointly Administered

RE DKT #64

ORDER GRANTING RECOGNITION OF ORDER OF ONTARIO SUPERIOR COURT OF JUSTICE, DATED DECEMBER 8, 2009, APPROVING AND AUTHORIZING SALE OF OHIO REAL PROPERTY AND EQUIPMENT, INVENTORY, AND OTHER ASSETS PURSUANT TO AGREEMENTS BETWEEN RECEIVER AND WHIRLPOOL

Upon consideration of the *Certification of Counsel Regarding Order Granting Recognition of Order of Ontario Superior Court of Justice, Dated December 8, 2009, Approving and Authorizing Sale of Ohio Real Property and Equipment, Inventory, and Other Assets Pursuant to Agreements Between Receiver and Whirlpool*² and it appearing that (i) the Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 157 and 1334 and section 1501 of the Bankruptcy Code; (ii) this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) (K), (N), (O), and (P); (iii) venue of this proceeding in this District is proper pursuant to 28 U.S.C. § 1410; (iv) the relief requested is appropriate and necessary to effectuate the purposes of Chapter 15 and to protect the assets of W.C. Wood and the interests of their creditors; and (vi) after due deliberation and sufficient cause appearing therefore;

¹ The foreign debtors are W.C. Wood Holdings, Inc. (“Wood US”), W.C. Wood Corporation, Inc. (“Wood Holdings”), and W.C. Wood Corporation, Ltd. (“Wood Canada” and together with Wood Holdings and Wood US, the “Applicants” or “W.C. Wood”).

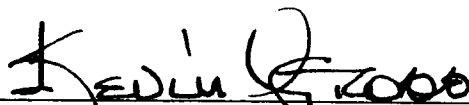
² Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the *Certification of Counsel Regarding Order Granting Recognition of Order of Ontario Superior Court of Justice, Dated December 8, 2009, Approving and Authorizing Sale of Ohio Real Property and Equipment, Inventory, and Other Assets Pursuant to Agreements Between Receiver and Whirlpool*.

IT IS HEREBY ORDERED AS FOLLOWS:

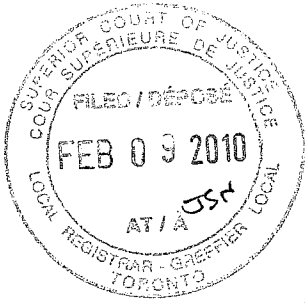
1. The Ohio Sale Order entered by the Ontario Court on December 8, 2009, attached hereto as Exhibit 1, is hereby granted recognition and is given full force and effect in the United States.

2. Whirlpool is hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable to reflect the transfer of the Purchased Assets (as that term is defined in the Ohio Sale Order) to Whirlpool free and clear of all Claims and Encumbrances (as such terms are defined in the Ohio Sale Order) including, without limitation, filing termination statements in any jurisdictions in which Uniform Commercial Code financing statements have been filed against the Purchased Assets.

Dated: December 9, 2009
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE AND
ARRANGEMENT OF W.C. WOOD CORPORATION, LTD., W.C. WOOD HOLDINGS INC.
and W.C. WOOD CORPORATION INC.

AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985 c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Pepall of the Ontario Superior Court of Justice (the "**Court**") dated November 16, 2009, BDO Dunwoody was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of W.C. Wood Corporation, Ltd., W.C. Wood Holdings Inc. and W.C. Wood Corporation, Inc. (collectively, the "W.C. Wood").

B. Pursuant to an Order of the Court dated December 8, 2009 (the "**Approval and Vesting Order**"), the Court approved the offer to purchase (the "**Whirlpool Offer**") made by Whirlpool Canada Acquico (2009) Inc. ("**Whirlpool**") dated November 27, 2009 and accepted by the Receiver on November 30, 2009, and an agreement of purchase and sale for the W.C. Wood real property located at 677 Woodland Drive, Ottawa, Ohio (The "**Ohio Property**") between the Receiver and Whirlpool made as of December 7, 2009 (together with the Whirlpool Offer, the "**Whirlpool Sale Agreements**"), and provided for the vesting in Whirlpool, in Whirlpool Properties Inc. and in Whirlpool Corporation (collectively, the "**Purchasers**") of W.C. Woods's right, title and interest in and to the assets described on **Schedules "A", "B" and "C"** hereto, respectively (collectively, the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate

confirming (i) the payment by the Purchasers of the purchase price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Whirlpool Sale Agreements have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transactions have been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the purchase price for the Purchased Assets payable on the Closing Date pursuant to the Whirlpool Sale Agreements;
2. The conditions to Closing as set out in the Whirlpool Sale Agreements have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transactions have been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at 5:00 pm on December 11, 2009.

BDO DUNWOODY LIMITED, in its capacity as Receiver of the undertaking, property and assets of W.C. Wood Corporation, Ltd., W.C. Wood Holdings Inc. and W.C. Wood Corporation, Inc., and not in its personal capacity

Per: _____

Name: Blair Davison

Title: President

Schedule A – Assets Vested in Whirlpool Canada Acquico (2009) Inc.

All finished goods inventory located in Canada that does not bear a “Whirlpool” or “Amana” trademark (being part of Lot 3 of Parcel B in the Whirlpool Offer).

Schedule B – Assets Vesting in Whirlpool Properties Inc.

Parcel F in the Whirlpool Offer, consisting of all intellectual property of whatever nature and kind used in connection with the manufacturing and marketing of residential and commercial freezers in North America including all domestic and foreign trademarks, business names (including “W.C. Wood”), trade names, rights in domain names, trading styles, patents, trade secrets, Software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, know-how and manuals. The registered trademarks include but are not limited to the trademarks identified below:

US Trademarks

Trademark	Status/Status Date	Brief Goods/Services
WOOD'S	Registered 8 & 15 September 15, 2008	(Int'l Class: 11) Domestic and household appliances, namely, refrigerators, freezers, dehumidifiers, humidifiers, and compact kitchens comprising units having a sink, stove and refrigerator

Canadian Trademarks

Trademark	Status/Status Date	Brief Goods/Services
ARCTICAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators, freezers, dehumidifiers and portable air conditioners.
ARTICAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers and refrigerators.
COUNTRY SQUIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers, refrigerators, range hoods, and compact kitchens, namely, units comprising a sink, stove and refrigerator.
FROST GUARD	Registered - Amendment to Registration March 28, 2008	(Translation) (Int'l Class: 11) (1) Air conditioners. (2) Of-humidifiers.

Trademark	Status/Status Date	Brief Goods/Services
FROST QUEEN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators and freezers.
HUMIDAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Humidifiers.
MIAMI CAREY DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11, 20) (1) Range hoods, fans, ventilating fans, vents, fan and light combinations, fan and heater combinations, infra-red heaters, bathtub walls, bathroom cabinets, mirrors, and parts and fittings for all the aforesaid goods.
MICROHOOD	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Combination range hoods and microwave oven supports.
QUICKFREZ & DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Freezers and refrigerators.
SAHARA	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Dehumidifiers for household use.
SEASONAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Humidifiers, dehumidifiers, and electronic air cleaners.
ULTRA & DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Domestic freezers. (2) Domestic refrigerators.
W AND TRIANGULAR DESIGN	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 7, 9, 11, 16, 20, 26) (1) Grain grinders, grain rollers, refrigerating apparatus and milking equipment.

Trademark	Status/Status Date	Brief Goods/Services
WOOD'S	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators and freezers.
VENCOLD	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11, 20) (1) Commercial refrigeration and freezer display cases.
DESERTAIRE	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Dehumidifiers.
COLDTECH	Registered - Amendment to Registration March 28, 2008	(Int'l Class: 11) (1) Refrigerators, freezers, electric ice cream freezers, beverage refrigerators; commercial and industrial refrigerators and freezers; walk-in coolers and freezers; refrigerated display cases.

Schedule C – Assets Vesting in Whirlpool Corporation

1. All raw material inventory located in Canada (being Lot 1 of Parcel B in the Whirlpool Offer).
2. All raw material inventory located in the United States (being Lot 2 of Parcel B in the Whirlpool Offer).
3. All finished goods inventory located in Canada that bears a “Whirlpool” or “Amana” trademark (being part of Lot 3 of Parcel B in the Whirlpool Offer).
4. All finished goods inventory located in the United States (being Lot 4 of Parcel B in the Whirlpool Offer).
5. All manufacturing and office equipment in the United States (being Lot 2 of Parcel C in the Whirlpool Offer).
6. The Ohio Property (being Parcel E in the Whirlpool Offer), as described on the attached **Schedule “C.1”**.

Schedule "C.1" – Real Property Legal Description

File No. O-G07-444-4
Polley No. 39-060 7017024

EXHIBIT "A"

Inlot 1456:

Situated in the Village of Ottawa, County of Putnam and State of Ohio;
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlot 1456 as recorded in Plat Book 63, Pages 83 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North $00^{\circ}38'22''$ East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North $89^{\circ}16'46''$ West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlot Number 1457 as recorded in Plat Book 63, Pages 83 and 86 of the Putnam County Record of Plats;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a $\frac{1}{2}$ inch rebar found marking the Southeast corner of Inlot Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats and the POINT OF BEGINNING;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive (also being the South line of Inlot 1456) a distance of 1,453.84 feet to a point marking the Southwest corner of said Inlot 1456 (referenced by a $\frac{1}{2}$ inch rebar found 0.68 feet East of said corner);

Thence along the perimeter of said Inlot 1456 the following five (5) courses:

North $00^{\circ}59'14''$ East a distance of 642.43 feet to a $\frac{5}{8}$ inch rebar with ID cap set;

North $89^{\circ}16'46''$ West a distance of 43.57 feet to a $\frac{5}{8}$ inch rebar with ID cap set on the East line of the Detroit, Toledo and Ironton Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

North $44^{\circ}11'50''$ East along said East Railroad right-of-way line a distance of 679.26 feet to a $\frac{5}{8}$ inch rebar with ID cap set marking the Northwest corner of said Inlot 1456 (also being the Southwest corner of Inlot Number 1458);

South $89^{\circ}16'46''$ East a distance of 1,025.44 feet to a $\frac{5}{8}$ inch rebar with ID cap set marking the Northeast corner of Inlot 1456;

South $00^{\circ}38'22''$ West a distance of 1,135.33 feet to the POINT OF BEGINNING, said tract containing 35.664 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89° degrees 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176300.0000 (Reference Plat Book 73, Page 96)

(CONTINUED)

ALSO:

Inlot 1458:

Situated in the Village of Ottawa, County of Putnam and State of Ohio:
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlot 1458 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North $00^{\circ}38'22''$ East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North $89^{\circ}16'46''$ West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlot Number 1457 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a $\frac{1}{2}$ inch rebar found marking the Southeast corner of Inlot Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence North $00^{\circ}38'22''$ East along the East line of Inlot 1456 a distance of 1,135.33 feet to $\frac{5}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlot Number 1458 and the POINT OF BEGINNING;

Thence along the perimeter of said Inlot Number 1456 the following four (4) courses:

North $89^{\circ}16'46''$ West a distance of 1,025.44 feet to a $\frac{5}{8}$ inch rebar with ID cap set on the East line of the Detroit, Toledo and Ironton Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats (also marking the Southwest corner of Inlot 1458);

North $44^{\circ}11'50''$ East a distance of 689.03 feet to a $\frac{5}{8}$ inch rebar with ID cap set marking the Northwest corner of Inlot 1458 (also being the Southwest corner of Inlot 1459);

South $89^{\circ}16'46''$ East a distance of 530.64 feet to a $\frac{5}{8}$ inch rebar with ID cap set;

South $00^{\circ}38'22''$ West along the East line of said Inlot 1458 a distance of 500.00 feet to the POINT OF BEGINNING, said tract containing 9.045 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89 degrees 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176500.0000 (Reference Plat Book 73, Page 96)

ALSO:

Inlot 1459:

Situated in the Village of Ottawa, County of Putnam and State of Ohio:
Being part of the Northeast Quarter of Section 34, Township 1 North, Range 7 East, Ottawa Township, Village of Ottawa, Putnam County, Ohio also being all of Inlot 1459 as recorded in Plat

(CONTINUED)

Book 63, Pages 85 and 86 of the Putnam County Record of Plats and more particularly described as follows:

Commencing at a monument box found marking the Southeast corner of the Northeast Quarter of Section 34;

Thence North $00^{\circ}38'22''$ East along the East line of the Northeast Quarter of Section 34 a distance of 30.00 feet to a point on the North right-of-way of Woodland Drive;

Thence North $89^{\circ}16'46''$ West along the North right-of-way line of Woodland Drive being 30 feet North of and parallel to the South line of the Northeast Quarter of Section 34 (centerline of Woodland Drive) a distance of 30.00 feet to a point marking the Southeast corner of Inlot Number 1457 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence continuing North $89^{\circ}16'46''$ West along said North right-of-way line of Woodland Drive a distance of 500.00 feet to a $\frac{1}{2}$ inch rebar found marking the Southeast corner of Inlot Number 1456 as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats;

Thence North $00^{\circ}38'22''$ East along the East line of Inlot 1456 a distance of 1,135.33 feet to $\frac{5}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlot Number 1458;

Thence continuing North $00^{\circ}38'22''$ East along the East line of Inlot 1458 a distance of 500.00 feet to a $\frac{5}{8}$ inch rebar with ID cap set marking the Southeast corner of Inlot Number 1459 and the POINT OF BEGINNING;

Thence along the perimeter of said Inlot Number 1459 the following three (3) courses:

North $89^{\circ}16'46''$ West a distance of 550.64 feet to a $\frac{5}{8}$ inch rebar with ID cap set on the East line of the Detroit, Toledo and Ironton Railroad right-of-way as recorded in Plat Book 63, Pages 85 and 86 of the Putnam County Record of Plats marking the Southwest corner of Inlot 1459;

North $44^{\circ}11'50''$ East along said East Railroad right-of-way line a distance of 799.09 feet to a $\frac{5}{8}$ inch rebar with ID cap set;

South $00^{\circ}38'22''$ West a distance of 579.86 feet to the POINT OF BEGINNING, said tract containing 1.665 acres of land, more or less.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in November and December, 2007, under the supervision of Ohio Professional Surveyor Gregory A. Beckwith, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the South line of the Northeast Quarter of Section 34 (also being the centerline of Woodland Drive) to be North 89° degrees 16 minutes 46 seconds West and are for the purpose of angle determination only.

Parcel No. 32-176600.0000 (Reference Plat Book 73, Page 96)

TRADEMARK

REEL: 005192 FRAME: 0178

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. c-36, AS AMENDED AND
IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE AND ARRANGEMENT OF W.C. WOOD
CORPORATION, LTD. and W.C. WOOD CORPORATION INC.

AND IN THE MATTER OF SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985 c. B-3, AS
AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

Court File No.: CV-09-8194-00C

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

RECEIVER'S CERTIFICATE

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Lawyers for the Monitor and Receiver,
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