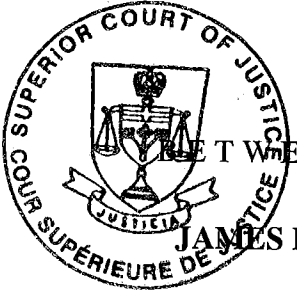


ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

SM

THE HONOURABLE MR. *Madaw*)
Repall)
JUSTICE MORAWETZ)

FRIDAY, THE 30TH DAY
APRIL, 2010



IN THE MATTER OF THE RECEIVERSHIP OF
MEIKLE GROUP INC. AND MEIKLE AUTOMATION INC.

BETWEEN:

JAMES BEINGESSNER IN HIS PERSONAL CAPACITY AND AS AGENT FOR THE
PARTIES LISTED IN SCHEDULE "A" HERETO

Applicants

- and -

MEIKLE GROUP INC. AND MEIKLE AUTOMATION INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicants for an order approving the sale and related transactions (collectively, the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between Meyers Norris Penny Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Meikle Group Inc. and Meikle Automation Inc. (collectively, "Meikle") and Forefront Automation Inc. (the "Purchaser"), substantially in the form attached as Exhibit "N" to the Affidavit of James

Beingessner sworn April 29, 2010, and vesting in the Purchaser all of Meikle's right, title and interest in and to the Purchased Assets (as such term is defined in the Sale Agreement), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report of the Proposed Court-Appointed Receiver of Meikle dated April 29, 2010 and on hearing the submissions of counsel for the Applicants, counsel for Receiver, counsel for the Bank of Montreal ("BMO"), Greenrock Capital Corporation ("Greenrock") and Revmar Inc. ("Revmar") and no one appearing for any other person on the service list, although properly served as appears from the affidavit of Maya Poliak sworn April 29, 2010 filed:

1. THIS COURT ORDERS that the Receiver's motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of Meikle and its stakeholders. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, together with any non-material amendments to the terms of the Sale Agreement as the parties thereto may agree, 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 Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule B hereto (the "Receiver's Certificate"), all of Meikle's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, 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 this Court appointing the Receiver dated the date hereof; and (ii) all charges, security interests or claims of BMO, the Applicants, Greenrock or Revmar or that are evidenced by registrations pursuant to the *Personal Property Security Act*

(Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. 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 received by the Receiver (the Sale Proceeds") 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 shall attach to such net proceeds 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.

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

6. THIS COURT FURTHER AUTHORIZES AND DIRECTS the Receiver to pay to BMO, at the time of the closing of the Transaction, the full amount of the BMO Indebtedness (as defined in the Sale Agreement) by way of an irrevocable direction to the Purchaser to pay, from the cash portion of the Purchase Price (as defined in the Sale Agreement), an amount equal to such BMO Indebtedness.

7. THIS COURT FURTHER AUTHORIZES AND DIRECTS the Receiver to pay the Priority Payables (as defined in the Sale Agreement), at the time of the closing of the Transaction, from the cash portion of the Purchase Price (as defined in the Sale Agreement).

8. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to Meikle's past and current employees, including the Retained Employees (as such term is defined in the Sale Agreement). The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Meikle.

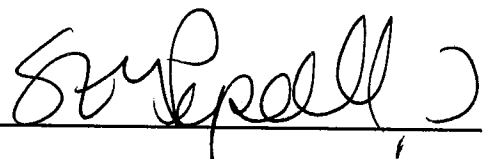
9. THIS COURT ORDERS that, notwithstanding:

- (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 Meikle and any bankruptcy order issued pursuant to any such application; and
- (c) any assignment in bankruptcy made in respect of Meikle;

each of the Transactions and the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Meikle and shall not be void or voidable by creditors of Meikle, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transaction at undervalue or other impeachable 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.

10. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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.



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

APR 30 2010

PER / PAR: 

Schedule A
APPLICANTS

LENDER

REPRESENTATIVE

W.S. Carter Holdings Limited
Tullis Estates Ltd.
The Cloverleaf Foundation
Piety Ridge Holdings Inc.
Calico Investments
William's Family Trust
Bielak Family Trust
Carter Group

Bill Carter
Wil Carter
Anne Carter
Anne Carter
Roberta Beilak
Bill Carter
Roberta Beilak

Blair Tech Investments Ltd.

John Pollock

Jim Beingessner
Butterscotch Ltd.
Beingessner Group

Jim Beingessner

Paul Motz

Paul Motz
Al Beaupre

Larry Williamson

Larry Williamson

Randy Adams

Randy Adams

Epicenter Inc. (Hradecky)
1734689 Ontario Inc. (Jakowlew)
Sandra Reid
Carl Young
The Wright Family Trust
Smaller Investors

Julien Hradecky
Martha Jakowlew
Sandra Reid
Carl Young
Glen Wright

Schedule B – Form of Receiver’s Certificate

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE RECEIVERSHIP OF
MEIKLE GROUP INC. AND MEIKLE AUTOMATION INC.**

B E T W E E N:

**JAMES BEINGESSNER IN HIS PERSONAL CAPACITY AND AS AGENT FOR THE
PARTIES LISTED IN SCHEDULE “A” HERETO**

Applicant

- and -

MEIKLE GROUP INC. AND MEIKLE AUTOMATION INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Morawetz of the Ontario Superior Court of Justice (the "Court") dated April 30, 2010, Meyers Norris Penny Limited was appointed as receiver (the "Receiver") of the undertaking, property and assets of Meikle Group Inc. and Meikle Automation Inc. (collectively "Meikle").

B. Pursuant to an Order of the Court dated April 30, 2010, the Court approved the agreement of purchase and sale made as of April 30, 2010 (the "Sale Agreement") between the Receiver and Forefront Automation Inc. (the "Purchaser") and provided for the vesting in the Purchaser of all of Meikle’s right, title and interest in and to the Purchased Assets, which vesting

is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) subject to the delivery of such certificate, the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the cash portion of the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. Upon the delivery of this Certificate to the Purchaser, the Transaction will have been completed to the satisfaction of the Receiver.
4. This Certificate has been delivered by the Receiver at _____ on _____, 2010.

MEYERS NORRIS PENNY LIMITED in its capacity as Receiver of the undertaking, property and assets of Meikle Group Inc. and Meikle Automation Inc., and not in its personal capacity

Per: _____

Name:

Title:

BETWEEN:

JAMES BEINGESSNER IN HIS
PERSONAL CAPACITY AND AS
AGENT FOR THE PARTIES LISTED IN
SCHEDULE "A" HERETO

- and -

MEKLE GROUP INC. AND
MEKLE AUTOMATION INC.

2
Court File No. CV-10-8697-000L

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding Commenced at Toronto

APPROVAL AND VESTING ORDER