

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**THE HONOURABLE MR.
JUSTICE SPENCE**

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**TUESDAY, THE 30TH DAY
OF JANUARY, 2007**

GENERAL MOTORS CORPORATION

Applicant

- and -



TENATRONICS LIMITED

Respondent

ORDER

THIS MOTION, made by Zeifman Partners Inc., acting solely in its capacity as receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Tenatronics Limited (the “**Debtor**”), for the relief set out in its notice of motion herein dated January 24, 2007 (the “**Notice of Motion**”), was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the second report of the Receiver dated January 24, 2007 (the “**Second Report**”), upon being satisfied that every party in the service list, as provided for in the Notice of Motion (the “**Service List**”), has been served with the material filed in support of this motion, upon being advised that none of the parties on the Service List are opposing the relief being sought by the Receiver and upon hearing the submissions of counsel for the Receiver:

1. **THIS COURT ORDERS** that the Notice of Motion and the materials filed in support of this motion were properly served on each party on the Service List and that this motion is properly returnable today.

2. **THIS COURT ORDERS** that the agreement of purchase and sale between the Receiver and Southlake Regional Health Centre (the “**Purchaser**”) dated December 13, 2006 and as amended by agreement dated January 8, 2007 (collectively, the “**Sale Agreement**”) be and it is hereby approved.

3. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized and directed to execute and deliver such further and other documents, deeds and assurances and to do such acts and things which are, in the opinion of the Receiver, necessary or desirable to complete the transaction contemplated by the Sale Agreement.

4. **THIS COURT ORDERS** that the Receiver shall complete the transaction contemplated by the Sale Agreement without giving the usual or any time for redemption and without giving notice under the *Mortgages Act* (Ontario).

5. **THIS COURT ORDERS** that, upon the filing by the Receiver with the Commercial List Office of a certificate substantially in the form of the draft certificate attached hereto as Schedule “A” (the “**Certificate**”) stating that the transaction contemplated by the Sale Agreement has been completed but for the registration of this Order effecting transfer of title to the lands and premises more particularly described in Schedule “B” hereto (the “**Property**”) and upon registration of this Order together with an original signed Certificate annexed thereto (the “**Executed certificate**”), title to the Property shall vest upon registration of this Order in the Purchaser, or to whom the Purchaser may direct as certified by the Receiver in the Executed

Certificate, free and clear of all encumbrances, claims, interests, registered and unregistered estates, rights or equities, liens (including statutory, construction and possessory liens), hypothecs, security interests, trusts or deemed trusts, assignments, judgments, executions, options, adverse claims, levies, agreements, taxes, claims, disputes, debts, charges, mortgages, pledges, encumbrances, rights of revendication or repossession or any other rights or claims how so ever arising, whether contractual, statutory, by operation of law or otherwise, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise by or of all persons or entities of any kind whatsoever including, without limitation, all organizations, governments, governmental agencies, crown corporations, non-agency crown corporations and all other governmental authorities and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives including, but not limited to, free and clear of any and all of the estate, right, title, interest and claims of Tenatronics Limited and including, without limitation, the right, title and interests of those listed in Schedule "C" attached hereto but subject to the encumbrances and interests which are to remain on the title to the Property as noted on Schedule "C".

6. **THIS COURT ORDERS** that the Land Registrar is hereby directed to amend the parcel abstract to reflect the contents of this Order and to receive and register the Certificate and vest in Southlake Regional Health Centre, or as it may direct, title to the property as described in the Sale Agreement in accordance with the terms of this Order.

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

JAN 30 2007

PER/PAR:


Joseph Doria
Registrar, Superior Court of Justice

SCHEDULE "A"

Court File No. 06-CL-6596

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

GENERAL MOTORS CORPORATION

Applicant

- and --

TENATRONICS LIMITED

Respondent

CERTIFICATE OF COMPLETION OF SALE AGREEMENT

1. The undersigned, solely in its capacity as the Court Appointed Receiver and Manager of the property, assets and undertaking of Tenatronics Limited with no personal or corporate liability, hereby certifies that the transaction contemplated by the agreement of purchase and sale between the undersigned, in its aforesaid capacity, and Southlake Regional Health Centre ("**Southlake**") dated December 13, 2006 and as amended by agreement dated January 8, 2007, has been completed and Southlake (*or, if Receiver receives a direction re title, insert name of party directed to*) has acquired the lands and premises more particularly described in Schedule "A" hereto and title is vested in Southlake (*or, if Receiver receives a direction re title, insert name of party directed to*) free of all liens, charges, encumbrances, agreements, easements and rights whatsoever registered in priority to this Certificate of Completion of Sale

Agreement including, without limitation, the right, title and interests of those listed on Schedule "B" attached hereto but subject to the encumbrances and interests which are to remain on the title to the property as noted on Schedule "B".

DATED at Toronto this • day of •, 2007.

ZEIFMAN PARTNERS INC., in its capacity as receiver and manager of the assets, undertakings and properties of Tenatronics Limited, with no personal or corporate liability

Per: _____
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SCHEDULE "A"
TO THE CERTIFICATE

LEGAL DESCRIPTION

PIN # 03610-0281(LT)

Part Lot 13 Plan 81 as in A 3373A, except Parts 1 & 2, on Reference Plan 65R25934, Town of Newmarket

Registered in the Land Registry Office for the Land Titles Division of York Region # 65

SCHEDULE "B"
TO THE CERTIFICATE

Encumbrances Extinguished by Vesting Order

1. (i) Instrument number YR817143, registered on May 12, 2006 being a charge in favour of Robert Cull and Gay Cull.

(ii) Instrument number YR842454, registered on June 30, 2006 is a Notice of Agreement Amending Charge number YR817143.

(iii) Instrument number YR865051, registered on August 11, 2006 being a Transfer of Charge number YR817143 from Robert Cull and Gay Cull to General Motors Corporation.
2. Instrument number YR843497, registered on June 30, 2006 being a Charge from Tenatronics Limited to The Toronto-Dominion Bank.
3. Execution No. 06-0003315, filed on September 8, 2006 with the Sheriff of the Regional Municipality of York at Newmarket, in favour of the creditor Workplace Safety and Insurance Board.
4. Any further mortgages or liens registered on the title of lands described in Schedule B – Legal Description, or the filing of any executions with the Sheriff of the Regional Municipality of York at Newmarket registered or filed, as the case may be, from and after January 8, 2007.

Encumbrances to Remain on Title to the Property

1. Instrument No. B 26853B being a By-Law of the Town of Newmarket registered on August 30, 1966; and
2. LT 1609279 being a Notice of Agreement between Tenatronics Limited and the Corporation of the Town of Newmarket registered on May 14, 2001.

SCHEDULE "B"

LEGAL DESCRIPTION

PIN # 03610-0281 (LT)

Part Lot 13 Plan 81 as in A 3373A, except Parts 1 & 2, Reference Plan 65R25934, Town of Newmarket

Registered in the Land Registry Office for the Land Titles Division of York Region # 65

SCHEDULE "C"

Encumbrances Extinguished by Vesting Order

1. (i) Instrument number YR817143, registered on May 12, 2006 being a charge in favour of Robert Cull and Gay Cull.

(iv) Instrument number YR842454, registered on June 30, 2006 is a Notice of Agreement Amending Charge number YR817143.

(v) Instrument number YR865051, registered on August 11, 2006 being a Transfer of Charge number YR817143 from Robert Cull and Gay Cull to General Motors Corporation.
5. Instrument number YR843497, registered on June 30, 2006 being a Charge from Tenatronics Limited to The Toronto-Dominion Bank.
6. Execution No. 06-0003315, filed on September 8, 2006 with the Sheriff of the Regional Municipality of York at Newmarket, in favour of the creditor Workplace Safety and Insurance Board.
7. Any further mortgages or liens registered on the title of lands described in Schedule B – Legal Description, or the filing of any executions with the Sheriff of the Regional Municipality of York at Newmarket registered or filed, as the case may be, from and after January 8, 2007.

Encumbrances to Remain on Title to the Property

1. Instrument No. B 26853B being a By-Law of the Town of Newmarket registered on August 30, 1966; and
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ONTARIO
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

ORDER

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