

I hereby certify this to be a true copy of the original of which it purports to be a copy.

Dated this 14 day of October, 2009
Registrar of the
Bankruptcy Division of the
Court of Queen's Bench of Alberta

BKY NO. 25-1271487

THE COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
KANTECH DENTAL LABORATORY LTD.

BEFORE THE HONOURABLE) At the Court House, in Calgary, Alberta,
MADAM JUSTICE J. STREKAF) on Wednesday, the 14th day of October,
IN CHAMBERS) 2009.

ORDER APPROVING SALE AND VESTING ORDER

UPON THE APPLICATION of Hardie & Kelly Inc. (the "Trustee"), in its capacity as Trustee of the Estate of Kantech Dental Laboratory Ltd. ("Kantech"), a bankrupt; AND UPON reading the Affidavit of A. Ronald Hardie, sworn on October 7th, 2009, the Supplemental Affidavit of A. Ronald Hardie sworn on October 13th, 2009 and other supporting materials; AND UPON READING the Order for Service granted by Registrar Mason on October 8th, 2009, filed, and the Affidavits of Service of Ronda Cox sworn on October 13th, 2009 (the "Service Affidavit"); AND UPON IT APPEARING that all interested and affected parties have been duly served with notice of this application, except those small creditors on whom service was dispensed with; AND UPON HEARING counsel for the Trustee, counsel for Kantech, counsel for 1488748 Alberta Ltd. (the "Purchaser"), and counsel for those other interested parties who appeared; *AND UPON it appearing that the materials were returned in respect Jerry Park*

IT IS HEREBY ORDERED, DECLARED AND DIRECTED THAT:

1. Service of notice of this application in accordance with the particulars described in the Service Affidavit is good and sufficient, and the time for service thereof is hereby abridged as required.

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2. The sale of the Acquired Assets, as that term is defined in the Purchase and Sale Agreement dated October 2nd, 2009 between Kantech and the Purchaser (the "**Sale Agreement**"), a copy of which is attached as Exhibit "**C**" to the Affidavit of A. Ronald Hardie sworn on October 7th, 2009, to the Purchaser under and pursuant to the Sale Agreement is hereby approved, on the basis that the Sale Agreement is commercially reasonable and in the best interests of the bankrupt and its creditors and other stakeholders.

3. The execution of the Sale Agreement for and on behalf of Kantech is hereby ratified and approved, and the Trustee is hereby authorized to execute such additional documents and to take such additional steps as may be necessary or desirable, in its sole discretion and judgment, to give effect to the terms of the Sale Agreement that is hereby approved, complete the sale of the Acquired Assets and convey the Acquired Assets to the Purchaser.

4. Upon the Trustee filing a Certificate with this Honourable Court in the form attached hereto as Schedule "A" (a "Closing Certificate") stating that the sale of the Acquired Assets has closed substantially in accordance with the Sale Agreement, and all purchase monies due and owing in respect of such sale have been unconditionally delivered to the Trustee, then:

- (a) all of Kantech's right, title and interest in and to the Acquired Assets 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 in or to the Acquired Assets (collectively the "Claims") including, without limiting the generality of the foregoing all charges, security interests or claims evidenced by registrations made against Kantech pursuant to the *Personal Property Security Act* (Alberta), or under any other property registry system as they pertain to or affect the Acquired Assets only and the Court hereby authorizes the Trustee to make such registrations and amendments to registrations at Alberta Personal Property Registry and elsewhere as may be necessary or advisable so as to discharge any and all registrations in such registry insofar as they affect the Acquired Assets or Claims against the Acquired Assets;


- (b) Kantech, the Trustee and all persons who claim by, through or under Kantech, shall stand absolutely barred and foreclosed of and from all estate, right, title, interest, royalty, rental and equity of redemption of, in or to the Acquired Assets and, to the extent that any such person remains in possession or control of any of the Acquired Assets, they shall forthwith deliver possession of the same to the Purchaser or as it may direct; and
 - (c) The Purchaser shall be entitled to enter into and upon, hold and enjoy the Acquired Assets for its own use and benefit, without any interference of or by Kantech, the Trustee or any person claiming by, through or against Kantech or any of the Acquired Assets.
5. The Trustee shall hold all net proceeds from the sale of the Acquired Assets in trust and such sale proceeds shall stand in the place and stead of the Acquired Assets sold and transferred pursuant to this Order, and all Claims shall attach solely to the net sale proceeds, with the same validity, priority and in the same amounts and subject to the same defences that were or may have been available when the Claims were attached to the Acquired Assets themselves.
6. Nothing in this Order shall affect or prejudice any person's Claim against Kantech or the net proceeds of sale held by the Trustee pursuant to the preceding paragraph.
7. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Trustee is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Kantech's records pertaining to their past and current employees. 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 Kantech. The Trustee shall remain entitled to unfettered access to all such information for all purposes necessary for the administration of the bankrupt estate of Kantech and compliance with the record maintenance requirements of all applicable bankruptcy legislation.
8. Notwithstanding the pendency of these proceedings, the vesting of the Acquired Assets in the Purchaser pursuant to this Order shall be binding on the Trustee and shall not be void or voidable by creditors of Kantech, nor shall it constitute or 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 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 Trustee 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 Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

10. The Trustee and the Purchaser, and any other interested persons (including, without limitation, Canada Revenue Agency and Alberta Treasury Branches) are at liberty to apply for such further advice, assistance and directions as may be necessary or advisable to give full force and effect to the terms of this Order, either before or after the discharge of the Trustee or the conclusion of the administration of the bankruptcy of Kantech.

11. Service of this Order is hereby dispensed with, except upon those parties referenced in the Service Affidavit and on the parties completing the attendance sheet at this application. Service of this Order upon such parties may be effected in the same manner as notice of this application was given pursuant to the Order for Service granted herein on October 8th, 2009 and, where so effected, shall be deemed received on the 1st business day after the date of mailing or delivery, in the case of mailing by Xpresspost or delivery by courier, or on the date transmission was confirmed to the address of the recipient, in the case of service by electronic transmission or fax. Service effected as aforesaid shall be deemed good and sufficient.


J.C.Q.B.A.

ENTERED this 14 day of
October, 2009.

K. MCAUSLAND



Clerk of the Court

SCHEDULE "A"

BKY. NO. 25-1271487

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CLOSING CERTIFICATE

WHEREAS paragraph 4 of the Order of the Honourable Madam Justice Streckf made in these proceedings on the 14th day of October, 2009 (the "**Order**"), authorizes and directs Hardie & Kelly Inc. (the "**Trustee**"), in its capacity as Trustee of the Estate of Kantech Dental Laboratory Ltd. ("**Kantech**"), a bankrupt, to file this Closing Certificate upon:

- (a) the sale of the Acquired Assets to 1488748 Alberta Ltd. closing substantially in accordance with the Sale Agreement; and
- (b) the Trustee having received all purchase monies due and owing in respect of such sale.

AND WHEREAS all capitalized terms not otherwise defined herein have the meanings ascribed to them in the Order.

NOW THEREFORE by filing this Closing Certificate in the within proceedings, the Trustee hereby certifies that the said conditions are satisfied such that, *inter alia*, the Acquired Assets have been sold to, and hereby vest with, 1488748 Alberta Ltd..

DATED at Calgary, Alberta, this ____ day of October, 2009.

HARDIE & KELLY INC., in its capacity as
Trustee of the Estates of Kantech Dental Laboratory
Ltd., a bankrupt

Per: _____
A. Ronald Hardie

