



No. S-229607

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

mitsubishi hc capital canada inc.

PETITIONER

AND:

vic van isle construction ltd., vvi construction ltd., and lortap enterprises ltd.

RESPONDENT

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF
VIC VAN ISLE CONSTRUCTION LTD., VVI CONSTRUCTION LTD., AND
LORTAP ENTERPRISES LTD.**

ORDER MADE AFTER APPLICATION

APPROVAL OF ASSET PURCHASE AGREEMENT

BEFORE THE HONOURABLE

Justice Tammien

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June 6, 2023

THE APPLICATION of BDO Canada Limited, in its capacity as Court-appointed receiver (the "Receiver") of the assets, undertakings and properties of Vic Van Isle Construction Ltd., VVI Construction Ltd., and Lortap Enterprises Ltd. (collectively, the "Debtors") coming on for hearing at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on the 6th day of June, 2023;

AND ON HEARING James W. Reid, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto;

AND UPON READING the material filed, including the First Report of the Receiver dated May 24, 2023;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Asset Purchase Agreement dated for reference May 12, 2023 (the "Asset Purchase Agreement") between the Receiver and Woody's Projects (the "Purchaser"), a copy of which is

attached as **Schedule "B"** to this Order, is hereby approved, and the Asset Purchase Agreement is commercially reasonable. The execution of the Asset Purchase Agreement 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 Transaction and for the conveyance to the Purchaser of the assets described in the Purchase Agreement (the "**Assets**").

2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "C"** to this Order (the "**Receiver's Certificate**"), all of the applicable Debtors' right, title and interest in and to the Assets described in the Asset Purchase Agreement (the "**Purchased Assets**") shall vest absolutely in the Purchaser in fee simple, 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 dated April 11, 2022, in these proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Purchased Assets.
3. For the purposes of determining the nature and priority of Claims, the net sale proceeds from the sale of the Purchased Assets shall (a) stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net sale 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 had possession or control immediately prior to the sale; and (b) be distributed pursuant to further Order of the Court.
4. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
5. Upon the filing of the Receiver's Certificate, the Receiver is authorized to, and to the extent necessary the Registrar of the British Columbia Personal Property Registry is upon receipt of a request from the Receiver and a filed copy of this Order together with a filed copy of the Receiver's Certificate directed to, cancel and discharge any registrations in the British Columbia Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the Purchased Assets.
6. Upon the filing of the Receiver's Certificate, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, shall stand absolutely and forever barred, estopped, foreclosed from and permanently enjoined from pursuing, asserting, or claiming any right, title, interest or other Claims whatsoever in respect of or to the Purchased Assets and to the extent that any such persons or entities remain in possession or control of any of the Purchased Assets, certificates, instruments, or other indicia of title representing or evidencing any right, title,

or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser upon request.

- 7. The Purchaser shall, by virtue of the completion of the Transaction contemplated by this Order and the Asset Purchase Agreement, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
- 8. The Purchaser shall be entitled to hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors or any person claiming by or through or against the Debtors.
- 9. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Debtors,

the vesting of the Purchased Assets in Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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 HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, 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.
- 11. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

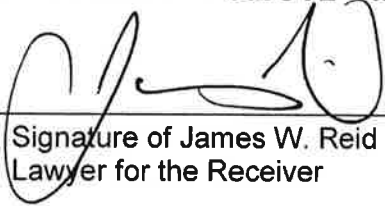
ENDORSEMENTS ATTACHED

BY THE COURT


 REGISTRAR

FORM
 CHECKED
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THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of James W. Reid
Lawyer for the Receiver

~~BY THE COURT.~~

Registrar

**SCHEDULE A
TO APPROVAL OF ASSET PURCHASE AGREEMENT**

COUNSEL LIST

Counsel Name	Party Represented

**SCHEDULE B
TO APPROVAL OF ASSET PURCHASE AGREEMENT**

ASSET PURCHASE AGREEMENT

Between

Woody's Projects, as Buyer

and

**BDO Canada Limited, in its capacity as Court Appointed Receiver and Manager
of Vic Van Isle Construction Ltd. and not in its personal or corporate capacity, as Seller**

Dated May 12 th, 2023

INDEX TO SCHEDULES

Schedule 1 Transferred Assets

Schedule 2 Form of Approval Order

ASSET PURCHASE AGREEMENT

This Agreement is entered into as of May 12th _____, 2023, by and between [Buyer] (the "Buyer") and BDO Canada Limited, in its capacity as Court-appointed receiver of Vic Van Isle Construction Ltd. and not in its personal or corporate capacity (the "Seller").

WHEREAS the Seller desires to sell or otherwise transfer to the Buyer and the Buyer desires to purchase from the Seller, the right, title and interest of Vic Van Isle Construction Ltd. in the Transferred Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms

As used in this Agreement, the following terms shall have the following meanings and grammatical variations of such terms shall have corresponding meanings:

"Agreement" means this asset purchase agreement, between the Seller and the Buyer, including all schedules and all amendments or restatements, as permitted.

"Approval Order" means an approval and vesting order from the Court in a form acceptable to the Buyer and the Seller, substantially in the form at Schedule 2.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia on which Canadian chartered banks are open for commercial banking business during normal banking hours.

"Buyer" has the meaning specified in the recitals to this Agreement provided that in the event the Buyer assigns its interest in accordance with the provisions of this Agreement to a nominee, the term "Buyer" will also include such nominee.

"Closing" means the closing of the transaction contemplated by this Agreement.

"Closing Date" has the meaning specified in Section 2.4.

"Closing Documents" means the documents referred to in Section 8.3 and 9.3 hereof.

"Court" means the Supreme Court of British Columbia.

"Documents" shall have the meaning specified in Section 13.4.

"Excise Act" means the *Excise Tax Act* (Canada).

"Governmental Authority" means any Canadian federal, provincial, municipal or local or any foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body or any other public agency.

"Law" means any Canadian federal, provincial, state, municipal, local or foreign statute, act, law, ordinance, regulation, rule, code, order, decree, judgment, policy, other requirement or rule of law, including the common law and its principles.

"Licences and Permits" means the licences and permits relating to the operation of the Transferred Assets.

"Losses", in respect of any matter, means all losses, claims, demands, proceedings, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter.

"Person" means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity.

"Premises" means:

- Attaphy Island off shore from Tofino
- 96 Cartier Street, Revelstoke, British Columbia legally described as:
PID: 016-287-151
Parcel A (SEE XD26998) Township 23 Range 2 West of the 6th Meridian
Kootenay District Plan 10022; and
- 1300 Powerhouse Road, Revelstoke, British Columbia legally described as:
PID: 009-514-325
Lot 2, Section 26, Township 23, Range 2, W6M Kootenay District Plan 10022.

"Purchase Price" has the meaning specified in Section 2.2.

"Taxes" means any and all transfer taxes, goods and services taxes, harmonized sales taxes, value added taxes or license, registration and documentation fees and similar charges, but does not include income or disposition tax levied on the Seller arising by reason of the sale of the Transferred Assets.

"Transferred Assets" has the meaning specified in Section 2.1.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** - Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** - Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (c) **Number and Gender** - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (d) **Statutory References** - A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any

statute or regulation which amends, supplements or supersedes any such statute or any such regulation.

- (e) Time - Time is of the essence in the performance of the parties' respective obligations.
- (f) Time Periods - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.
- (g) References - all references to Articles, Sections, Subsections, Exhibits or Schedules shall, unless stated to the contrary, mean Articles, Sections, Subsections, Exhibits or Schedules of this Agreement.

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 The Transferred Assets

Subject to the terms and conditions of this Agreement, on the Closing Date the Seller shall sell, transfer, assign and convey to the Buyer all of the right, title and interest of the Seller, if any, in and to the assets as set out in Schedule "1" (collectively, the "**Transferred Assets**").

At the Closing Date, the Transferred Assets shall be transferred to and vested in the Buyer pursuant to the Approval Order on an "as is, where is" basis but otherwise free and clear of any liens, charges or encumbrances of any nature whatsoever, except permitted encumbrances, if any. The parties acknowledge and agree that the Seller shall make the Transferred Assets available to the Buyer effective on the Closing Date and by permitting the Buyer to take possession of the Transferred Assets the Seller shall not be required to consolidate the Transferred Assets in any one location.

2.2 Purchase Price

Exclusive of all Taxes, the aggregate purchase price (the "**Purchase Price**") payable by the Buyer to the Seller in consideration of the transfer of the Transferred Assets shall be [●\$20,000.00], subject only to the usual adjustments for deposits as and where applicable. The Purchase Price will be satisfied by the Buyer as follows:

- (a) as to the amount of [●\$3000.00], representing 15% of the Purchase Price as a deposit (the "**Initial Deposit**") shall be paid by wire transfer, money order, certified cheque or bank draft within at the time of delivery of this executed Agreement and shall be dealt with in accordance with Section 2.3; and
- (b) as to the balance, by payment on the Closing Date by wire transfer, money order, certified cheque or bank draft.

All Taxes payable in connection with the purchase and sale of the Transferred Assets shall be the responsibility of the Buyer and shall be paid as and when required by law in order to permit the consummation of the purchase and sale of the Transferred Assets as contemplated herein.

2.3 Initial Deposit

- (a) The Initial Deposit shall be provided by the Buyer to the Seller at the time of delivery of this executed Agreement and held by the Seller, in trust, in a non-interest bearing account and shall be:
 - (i) in the event the Closing occurs on or before the Closing Date, applied toward the Purchase Price in accordance with Section 2.2 and shall be released to the Seller or the Seller's counsel in immediately available funds;
 - (ii) forfeited on account of liquidated damages, and not a penalty, and be released from Trust and paid to the Seller in the event that the Closing does not occur on or before the Closing Date by reason of the Buyer's breach of its obligations hereunder and the Buyer shall remain liable for any losses suffered by the Seller as a result of such breach in excess of the Initial Deposit. The provision for payment of liquidated damages has been included because, in the event of termination of this Agreement as set out in this section 2.3(a)(ii) the actual damages to be included by the Seller can reasonably be expected to approximate the amount of liquidated damages caused for herein and because the actual amount of such damages would be difficult if not impossible to measure accurately; or
 - (iii) otherwise returned to the Buyer, if the terms of the Agreement are not accepted by the Seller within five (5) Business Days of it being reviewed by the Seller.

2.4 Closing

Upon the terms and subject to the conditions of this Agreement, the sale, transfer, conveyance and assignment of the Transferred Assets as contemplated by this Agreement shall take place on or before the tenth (10th) Business Day following the issuance of the Approval Order or such other day acceptable to both parties, at 10:00 a.m. Vancouver Time or at such other place or at such other time or on such other date as the Seller and the Buyer may mutually agree upon in writing (the "**Closing Date**"). The Closing Documents and Purchase Price shall be held in escrow until such time as the Seller informs the Buyer in writing that the Seller's Certificate, as defined in the Approval Order, has been filed with the Court.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Buyer as follows:

3.1 Authorization

The Seller has, or will have after obtaining the Approval Order and provided there is at the Closing Date no injunction or order prohibiting the Closing, all necessary authority to execute and deliver this Agreement and all other documents and instruments contemplated herein or therein to which it is or will be party and to perform its obligations hereunder and thereunder.

3.2 Seller Resident of Canada

The Seller is not a non-resident of Canada under the *Income Tax Act* (Canada).

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

The Buyer represents and warrants to the Seller as follows:

4.1 Organization

The Buyer is duly incorporated, validly existing and in good standing under the Laws of its incorporating jurisdiction.

4.2 Authorization

The Buyer has the corporate power and authority to execute and deliver this Agreement and the other documents and instruments contemplated herein or therein to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the documents contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by the Buyer.

4.3 Execution and Delivery

This Agreement, and each of the other agreements, documents and instruments to be executed and delivered by the Buyer on or before the Closing, have been or will be duly executed and delivered by, and constitute the valid and binding obligations of the Buyer.

4.4 Validity, etc.

Neither the execution and delivery of this Agreement by the Buyer and the other documents and instruments contemplated hereby, the consummation of the transactions contemplated hereby or thereby, nor the performance of this Agreement and such other agreements in compliance with the terms and conditions hereof and thereof will (i) conflict with or result in any breach of the articles or by-laws of the Buyer or shareholders agreement or resolution of shareholders or directors or any Law applicable to the Buyer, (ii) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, (iii) result in a breach of or default (or give rise to any right of termination, cancellation or acceleration) under any Law, governmental permit, license or order or any of the terms, conditions or provisions of any mortgage, indenture, note, license, agreement or other instrument to which the Buyer is a party, or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Buyer.

4.5 Resident

As at the Closing Date, the Buyer is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada). The Buyer will be registered under the *Excise Act* and provide its GST number to the Seller at the Closing Date.

4.6 "As Is, Where Is"

Save and except as expressly provided herein, the Buyer acknowledges that the Transferred Assets are purchased on an "as is, where is" basis and without warranty and that it has inspected the Transferred Assets and will accept the same on the Closing Date in their state, condition and location existing as of the date of this Agreement, it being expressly understood that the Transferred Assets shall on the Closing Date be comprised of the assets as set out in Schedule "1" attached hereto.

Unless specifically stated in this Agreement, no representation, warranty or condition, whether statutory (including under the *Sale of Goods Act* (British Columbia)), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise is being given by the Seller in this Agreement or in any instrument furnished in connection with this Agreement as to title, outstanding liens, description, fitness for purpose, merchantability, condition, quality, value, suitability, durability, compliance or non-compliance with environmental rules, regulations or legislative provisions, or marketability thereof or in respect of any other matter or thing whatsoever including, without limitation, the right, title and interest of the Seller, if any, therein and wherever all or part of the Transferred Assets are situate and all of the same are expressly excluded. The Buyer shall be deemed to have relied entirely on its own inspection and investigation in proceeding with the transactions contemplated hereunder. Further, the Buyer confirms that it has relied entirely on its own inspection, due diligence and investigation in preparing and finalizing the Schedules attached hereto and acknowledges that the Seller has made no representations in respect thereof.

4.7 Environmental Condition

Without limiting Section 4.6 hereof in any way, the Buyer acknowledges that the Seller makes no representations or warranties, whatsoever, as to the existence or non-existence of urea formaldehyde insulation, asbestos, PCB's, radium, radon or radon progeny, or any other substances, liquids or materials, whether hazardous or toxic or not, which are or which may constitute on their own or together in combination with any other substance, contaminants or pollutants of any environment, including the natural environment. The Seller specifically makes no representation regarding the compliance of the Transferred Assets with any environmental regulation, whether federal, provincial or municipal or with respect to any rule, regulation, covenant or agreement whether statutory or non-statutory.

4.8 Environmental Indemnity

The Buyer shall indemnify the Seller and hold the Seller harmless from and against all losses, costs, damages, expenses and costs (including legal fees calculated as between a solicitor and his own client with a right to full indemnity) which the Seller may sustain, incur, be or become liable for by reason of or arising from anything done by the Buyer in relation to the Transferred Assets in contravention of environmental legislation or other Law including, without limitation, any clean-up, de-commissioning, restoration or remediation of the Transferred Assets.

ARTICLE 5 COVENANTS OF THE SELLER

The Seller covenants and agrees with the Buyer as follows:

5.1 Access

During the period between the granting of the Approval Order and the Closing Date, the Seller shall furnish the Buyer and its representatives reasonable access to the Transferred Assets in the presence of a representative of the Seller, or such person as the Seller may designate, at all times during normal business hours, as well as such information within the possession or control of the Seller regarding the Transferred Assets, to the extent permitted by law, as the Buyer and its representatives may reasonably request and the Seller will use commercially reasonable efforts to cause its officers, employees, consultants and agents to cooperate fully with the Buyer and its representatives in connection with their review and examination of the Transferred Assets. By way of clarity, none of the Transferred Assets may be removed from the Premises until the Closing Date.

5.2 Approval Order

The Seller shall apply to the Court on notice to the Buyer for the Approval Order. The Seller will diligently pursue such application and will promptly notify the Buyer of the disposition.

5.3 Insurance

Until the time of the Closing, the Seller shall maintain in full force all policies and contracts of insurance which are now in effect (or renewals thereof) and under which it or any of the Transferred Assets are insured. At the request and expense of the Buyer, the Seller shall use commercially reasonable efforts to, subject to availability: (i) place such additional insurance on the Transferred Assets; and/or (ii) place such additional public liability and other insurance on the Transferred Assets as the Buyer may request.

ARTICLE 6 COVENANTS OF THE BUYER

6.1 Goods and Services Tax

- (a) If the transaction contemplated hereunder shall be subject to Goods and Services Tax ("GST") levied pursuant to the *Excise Act* and/or Provincial Sales Tax ("PST") levied pursuant to the *Provincial Sales Tax Act* (British Columbia), then GST and/or PST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the *Excise Act*. The Seller is registered for GST purposes and its registration number is _____ . The Seller is registered for PST purposes and its registration number is _____ .
- (b) The Buyer shall indemnify and save harmless the Seller from all claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in connection with the assessment of GST and/or PST payable in respect of the transaction contemplated hereunder.
- (c) At the Closing, the Buyer shall provide the Seller with evidence satisfactory to the Seller, acting reasonably, of its federal goods and services tax registration number, its provincial sales tax registration number and shall indemnify the Seller for any liability for GST and/or PST, interest and costs arising in connection with this transaction.

6.2 Filings

The Buyer shall make all necessary filings and registrations in connection with this Agreement and the sale of the Transferred Assets and shall be solely responsible for the costs associated therewith.

6.3 Removal of Transferred Assets

The Buyer shall cause the Transferred Assets to be removed from the Premises no later than seven (7) Business Days after the Closing Date. The Buyer shall ensure that the Premises are left in a broom swept vacant possession and a state that would be acceptable for safe possession by a subsequent tenant in substantially the same state of repair as prior to the Closing Date, and acknowledges that they shall be liable for any costs required to repair or remediate the Premises.

**ARTICLE 7
CONDITIONS TO THE OBLIGATIONS OF BOTH PARTIES**

The following condition is for the benefit of both the Seller and the Buyer and neither will be obligated to complete the relevant transaction unless the condition has been satisfied:

7.1 Court Approval

The Approval Order shall have been duly granted, and shall not have been stayed, reversed or dismissed as at the Closing Date. For greater certainty, expiration of the appeal period for the Approval Order shall not be a pre-condition of the Buyer's or Seller's obligation to complete the within transaction.

**ARTICLE 8
CONDITIONS TO THE BUYER'S OBLIGATIONS**

The obligation of the Buyer to pay the Purchase Price on the Closing Date as outlined in Section 2.2, to perform its obligations under this Agreement and to consummate the other transactions contemplated hereby are subject to the satisfaction, on or before the Closing Date, of the following conditions each of which may be waived by the Buyer in its sole discretion:

8.1 Representations and Warranties

The representations and warranties of the Seller contained in Article 3 shall be true, correct and complete in all material respects at the time of the Closing Date with the same force and effect as if such representations and warranties were made at and as of such time.

8.2 Performance

The Seller shall have performed its obligations under this Agreement in all material respects.

8.3 Closing Documents

The Seller shall have delivered to the Buyer at or before the Closing the following documents:

- (a) a certified copy of the issued and entered Approval Order;
- (b) the executed Seller's Certificates; and
- (c) such other usual and customary documents for transactions of the nature set out in this Agreement as may be required by the Seller or the Buyer, each acting reasonably, necessary to complete the purchase and sale of the Transferred Assets contemplated by this Agreement.

**ARTICLE 9
CONDITIONS TO THE SELLER'S OBLIGATIONS**

The obligation of the Seller to perform its obligations under this Agreement and to consummate the other transactions contemplated hereby is subject to the satisfaction, on or before the Closing Date, of the following conditions, each of which may be waived by the Seller in its sole discretion:

9.1 Representations and Warranties

The representations and warranties of the Buyer contained in Article 4 shall be true, correct and complete in all material respects at the time of the Closing with the same force and effect as if such representations and warranties were made at and as of such time.

9.2 Performance

The Buyer shall have performed its obligations under this Agreement in all material respects.

9.3 Closing Documents

The Buyer shall have delivered to the Seller balance of the Purchase Price and the following documents:

- (a) a certified copy of a resolution of the Board of Directors of the Buyer authorizing the consummation of the transactions contemplated herein;
- (b) a certificate of incumbency of the officers of the Buyer; and
- (c) such other usual and customary documents for transactions of the nature set out in this Agreement as may be required by the Seller or the Buyer, each acting reasonably, necessary to complete the purchase and sale of the Transferred Assets contemplated by this Agreement.

ARTICLE 10 ADDITIONAL AGREEMENTS

10.1 Confidentiality - Buyer

If the Closing fails to occur for whatever reason, thereafter, the Buyer agrees not to divulge, communicate or disclose, except as may be required by Law or for the performance of this Agreement, or use to the detriment of the Seller or for the benefit of any other Person or Persons, or misuse in any way, any confidential information of the Seller related to the Transferred Assets. In the event that the Buyer is required to divulge, communicate or disclose any such confidential information pursuant to any Law, the Buyer shall promptly provide written notice to the Seller of such requirement so that the Seller may seek a protective order or other appropriate remedy (in which case the Buyer will cooperate fully). If no such protective order or other remedy is obtained, the Buyer will disclose only that portion of such confidential information which it is advised by counsel it is legally required to disclose.

ARTICLE 11 INDEMNIFICATION

11.1 Survival of Representations and Warranties

All representations and warranties in Article 3 and Article 4, as given at the date hereof and restated at the Closing as provided for in Section 8.1 or Section 9.1, or in any instrument or document furnished in connection with this Agreement or the transactions contemplated hereby, shall survive the closing of the transaction contemplated herein and, notwithstanding any investigation at any time made by or on behalf of any party continue in full force and effect for a period of six (6) months from the Closing, provided that a claim for any breach of the representations and warranties contained in this Agreement, or in any instrument or document furnished in connection with this Agreement or the transactions contemplated hereby, that

involves fraud or fraudulent misrepresentation may be made at any time following the Closing, subject only to applicable limitation periods imposed by Law. All covenants and agreements contained herein shall survive until fully performed in accordance with their terms.

11.2 Buyer's Indemnification of the Seller

In addition to the indemnity contained in Section 4.8, the Buyer shall indemnify, defend and hold harmless the Seller and its officers, directors, employees, agents and shareholders, and their respective successors and assigns from and against all Taxes payable in connection with the purchase and sale of the Transferred Assets.

ARTICLE 12 TERMINATION

12.1 Termination

This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date, as the case may be:

- (a) by mutual written consent of the Buyer and the Seller;
- (b) by the Buyer or the Seller if any court of competent jurisdiction or other Governmental Authority shall have issued an order, decree or ruling, or taken any other action specifically restraining, enjoining or otherwise prohibiting the transactions contemplated hereby, which order, decree, ruling or other action is not stayed or dismissed prior to the Closing Date;
- (c) subject to 13.1, by the Buyer or the Seller if, on or before the Closing Date, a material part of the Transferred Assets has been removed from the control of the Seller by any means or process, or the Transferred Assets, or any part thereof, are redeemed; or
- (d) by the Buyer or the Seller if the conditions contained in Article 7, 8 and 9 are not satisfied or waived prior to the applicable date for satisfaction of such conditions.

12.2 Effect of Termination

Notwithstanding the termination and abandonment of this Agreement pursuant to Section 12.1, the provisions of Section 10.1 of this Agreement shall survive and the provisions of Section 2.3 shall apply with respect to the Initial Deposit.

ARTICLE 13 MISCELLANEOUS

13.1 Risk of Loss

Up to the time of the Closing, the Transferred Assets shall be and remain at the risk of the Seller. If, prior to the time of the Closing, all or any material part of the Transferred Assets are destroyed or damaged by fire or any other casualty or shall be expropriated, the Seller shall have the first option to elect to terminate this agreement exercisable within twenty (20) Business Days from the date of such destruction, damage, casualty or expropriation by providing written notice (the "**Destruction Notice**") thereof to the Buyer and, upon such notice being given, this Agreement shall terminate and be of no further force or effect (save and except the provisions of Section 10.1) and the Seller shall return the Initial Deposit to the Buyer. Thereafter, the Buyer shall have

the option, exercisable by notice in writing given within five (5) Business Days of the later of the Buyer receiving notice in writing from the Seller of such destruction, damage, casualty, or expropriation of the Destruction Notice:

- (a) to complete the purchase without reduction of the Purchase Price, in which event the Initial Deposit shall be applied to the Purchase Price, in accordance with Section 2.2, and all proceeds of insurance or compensation for expropriation shall be payable to the Buyer and all right and claim of the Seller to any such amounts not paid by the time of the Closing shall be assigned by the Seller to the Buyer; or
- (b) of terminating this Agreement and not completing the purchase, in which case all obligations of the Buyer and the Seller hereunder, other than those pursuant to Section 10.1, shall terminate and the Initial Deposit shall be returned to the Buyer.

13.2 Notices

All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as such party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by e-mail transmission, or (iii) sent by recognized overnight courier.

If to the Buyer:

_Woody'sProjects_____

Attention: _Kathryn Parr_____

-Lewis Hendrickson

E-mail: __kathryn.parr@gmail.com_____

Hendricksonlewis3@gmail.com

If to the Seller:

BDO Canada Limited
Royal Centre, 1055 W Georgia St Unit 1100, Vancouver, BC V6E 3P3

Attention: Chris Bowra

E-mail: cbowra@bdo.ca

With copy to

Miller Thomson LLP
700 9 Ave SW #3000
Calgary, AB T2P 3V4

Attention: James Reid

E-mail: jwreid@millerthomson.com

All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party in accordance with this Section 13.2, (ii) if made by e-mail transmission, at the date sent, if before 5:00 pm Vancouver Time, and otherwise the next business day, or (iii) if sent by overnight courier with guaranteed next day delivery, on the next Business Day following the day such notice is delivered to the courier service.

13.3 Further Assurances

At any time up to the discharge of BDO Canada Limited as receiver and manager, and from time to time after the date hereof each of the parties hereto, at the reasonable request and expense of the other party hereto, will execute and deliver such other instruments of sale, transfer, conveyance, assignment, confirmation and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign to the Buyer and to confirm the Buyer's title to the Transferred Assets and to effectuate the transactions contemplated herein.

13.4 Entire Agreement

This Agreement together with the Schedules hereto and the other documents executed in connection herewith or referred to herein (together, the "**Documents**") embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Documents shall affect, or be used to interpret, change or restrict, the express terms and provisions of the Documents.

13.5 Modifications and Amendments

The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto and, where same may be required, by order of the Court in the Proceedings.

13.6 Waivers and Consents

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

13.7 Assignment

Except as set out herein, neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto without the prior written consent of the other party. Except as set out herein, the assignment of this Agreement, or any portion thereof, shall not, in any way, release the Buyer from its obligations hereunder. The Buyer shall, within five (5) Business Days of the execution of this Agreement by the Seller, provide a written direction to the Seller or its solicitors as to the company or companies which shall take title to the Transferred Assets to the extent that the Buyer is not taking title to same, or any portion thereof, herein.

13.8 Parties in Interest

This Agreement shall be binding upon and enure solely to the benefit of each party hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no Person or entity shall be regarded as a third-party beneficiary of this Agreement.

13.9 Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the Laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to the conflict of Law principles thereof.

13.10 Jurisdiction and Service of Process

Any legal action or proceeding with respect to this Agreement may only be brought in the Court. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the Court. Nothing in this Section shall affect the rights of the parties to commence any such action in any other forum or to serve process in any such action in any other manner permitted by Law.

13.11 Interpretation

The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favour of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

13.12 Headings and Captions

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

13.13 Enforcement

The Buyer acknowledges and agrees that the rights acquired by the Seller hereunder are unique and that irreparable damage would occur in the event that any of the provisions of this Agreement to be performed by the Buyer were not performed in accordance with its specific terms or were otherwise breached. Accordingly, in addition to any other remedy to which the Seller hereto is entitled at Law or in equity, the Seller hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the Buyer and to enforce specifically the terms and provisions hereof in the Court.

13.14 Expenses

Each of the parties hereto shall pay its own fees and expenses (including the fees of any lawyers, financial advisors, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

13.15 No Broker or Finder

Each of the parties hereto represents and warrants to the other parties that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the other. Each of the parties hereto agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.

13.16 Publicity

The Buyer shall not, at any time, issue any press release or otherwise make any public statement with respect to the execution of, or the transactions contemplated by, this Agreement without the prior written consent of the Seller, such consent not to be unreasonably withheld.

13.17 Counterparts

This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be made and evidenced by facsimile, or electronic transmission.

IN WITNESS WHEREOF, the Buyer and the Seller have executed this Agreement as of the day and year first written above.

**BDO Canada Limited in its capacity as
Court Appointed Receiver and Manager
of Vic Van Isle Construction Ltd. and
not in its personal or corporate capacity**

Per: Chris Bowra
Name: Chris Bowra
Title: Vice President

[Buyer]

Per: K. Parr
Name Kathryn Parr
Title: Director
I/We have the authority to bind the corporation

SCHEDULE "1"
TRANSFERRED ASSETS

All VVI / Vic Van Isle equipment located on Attaphy Island not limited to_

1. 2012 F350
2. 2007 Gradall 10,000 lb telehandler
3. Tex trailer
4. Misc scaffolding

SCHEDULE "2"
FORM OF APPROVAL ORDER

**SCHEDULE C
TO APPROVAL OF ASSET PURCHASE AGREEMENT**

RECEIVER'S CERTIFICATE

No. S-229607
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
VIC VAN ISLE CONSTRUCTION LTD., VVI CONSTRUCTION LTD., AND
LORTAP ENTERPRISES LTD.

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") dated April 11, 2023, BDO Canada Limited was appointed as the receiver (in such capacity, the "**Receiver**") of the assets, undertakings, properties of Vic Van Isle Construction Ltd., VVI Construction Ltd., and Lortap Enterprises Ltd.

B. Pursuant to an Order of the Court dated _____, 2023, the Court approved the asset purchase agreement made effective as of May 12, 2023 (the "**Asset Purchase Agreement**") between the Receiver and Woody's Projects pursuant to which one or more transactions were authorized to be completed in accordance with the terms of the Asset Purchase Agreement (the "**Asset Purchase Transaction**").

THE RECEIVER CERTIFIES the following:

1. The Asset Purchase Transaction has been completed to the satisfaction of the Receiver.
2. The Certificate was delivered by the Receiver at _____ on _____.

BDO CANADA LIMITED, in its capacity as receiver and manager of all the assets, undertakings, and properties of Vic Van Isle Construction Ltd., VVI Construction Ltd., and Lortap Enterprises Ltd. and not in its personal capacity.

Per: _____

Name: Chris Bowra

Title: Vice President

I have the authority to bind the corporation

No. S-229607
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
VIC VAN ISLE CONSTRUCTION LTD., VVI
CONSTRUCTION LTD., AND LORTAP
ENTERPRISES LTD.

ORDER MADE AFTER APPLICATION

MILLER THOMSON LLP
Barristers and Solicitors
700 – 9th Avenue S.W.
Suite 3000
Calgary, Alberta T2P 3V4

James W. Reid
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