



INFORMATION PACKAGE RE:
INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF

BURRY'S SHIPYARD INC.

IN RECEIVERSHIP

**BDO CANADA LIMITED
RECEIVER**

January 2019

BDO Canada Limited
Suite 201, 255 Lacewood Drive
Halifax, Nova Scotia, B3M 4G2
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**INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
BURRY'S SHIPYARD INC.
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**INDEX OF INFORMATION PACKAGE
January 2019**

1. NOTICE TO READER
2. RECEIVER'S COMMENTS
3. ADVERTISEMENT FOR INVITATION FOR OFFERS TO PURCHASE THE ASSETS
4. TERMS AND CONDITIONS
5. FORM OF OFFER
6. DETAILS OF ASSETS FOR SALE:

Parcel 1

- Parcel 2 to Parcel 5 inclusive, En Bloc

Parcel 2

- Approximately 4.7 acres of property with eight buildings, including: Office space, machine shop, welding shop, sandblasting shop, foundry, warehousing and storage buildings, and marine railway, located at 3 Wharf Road, 31 Marine Drive, and 43 Marine Drive, Clarenville, Newfoundland and Labrador. The approximately 2.1 water lot was granted by the Federal government "... for so long as the said lands... are used for a wharf and marine haul out". Title to the water lot could revert back to the government if these uses ceased.

Parcel 3

- 39 Marine Drive, Clarenville, Newfoundland & Labrador, a former office converted into a buck house with a living space, bathrooms, and a kitchen area.



Parcel 4

- Equipment, specifically excluding equipment described in Parcel 5 below, including the following:
 - Miller Big Blue Air Pak 300 Welder/Generator
 - Die Tech Industries Die Cast Machine 51019-61007
 - VL Furnace AHP7500 EL66592 Max BTU 1,320,000
 - Gairu Iron Worker #537
 - PH 15 Ton Rough Terrain Crane Ser#38172
 - American Hole Wizard Machine #74514
 - Street 5 Ton Bridge Crane 40ft Span With Electric Hoist
 - Meuser 9898 Lathe
 - Amada Fab 125 Press Brake FBD-1253F Ser#1250468
 - Fall Arrest Equipment, Welding Equipment and Accessories, Hand Tools, Power Tools, and Air Tools, Equipment

For the full list of equipment visit: <http://extranets.bdo.ca/burrys/>

Parcel 5

- Equipment, not included in Parcel 4, described as:
 - 5 A) Lathe and Drill equipment including KLS-1860G 18X60 Kent Lathe with 3in Spindle Bore, 7.3 HP 230V 3PH with 2-Axis Newall Digital Readout
 - 5 B) King 7x12 inch H/V Bandsaw with Gear Drive 1HP 110V 1PH
 - 5 C) King KC-1440ML-6 14X40 Metal Lathe 2HP 220V 1PH and Fagor 8X40 Travel 2-Axis Lathe Dro Package
 - 5 D) King 21 inch Gear Head HD Drill Press 1.5 HP 220V 1PH
 - 5 E) Tum-3VS Milling Machine 575V
 - 5 F) Sullair (SLS-200S-150HAC) 150HP Screw Compressor and Related Components, SDRL 800 3VBP DCC C Heatless Regenerative Desiccant Dryer and Related Components, and PV 1550P165 Air Receiver 1550GAL (165PSI) and Related Components



**INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
BURRY'S SHIPYARD INC.
IN RECEIVERSHIP**

NOTICE TO READER

BDO Canada Limited ("BDO"), in its capacity as Receiver ("Receiver") of Burry's Shipyard Inc. ("Burry's") has been authorized to invite offers for the purchase of assets of Burry's (the "Assets") and, in this regard, we have prepared the accompanying information package (the "Information Package") to assist prospective Purchasers. This Information Package includes detailed information with respect to the assets available for sale.

The information contained in this Information Package has been obtained from various sources. This Information Package has been compiled solely for the convenience of prospective Purchasers for the purpose of assisting them in their determination of whether they wish to acquire the Assets.

The information is presented herein without audit or verification of any kind, and the Receiver makes no expressed or implied representation or warranty with respect to its accuracy or completeness. Nothing contained in the Information Package is, or should be relied upon as, a representation as to the future prospects, use of the Assets, quantity, condition, quality, fitness for purpose of intended use, or any other matter or thing. The Receiver expressly advises, and the prospective Purchaser acknowledges, that the prospective Purchaser is not relying upon, and could not reasonably rely upon, this information in arriving at its decision to submit a tender for the Receiver's consideration. Each prospective Purchaser must rely upon its own inspection and investigation in order to satisfy itself as to the title, liens, encumbrances, description, fitness for purpose, quantity, condition, quality, value or any other matter or thing whatsoever. All monetary values contained within this Information Package are expressed in Canadian Dollars (\$ CAD).

The Receiver at its sole discretion reserves the right at any time to withdraw any or all of the Assets from the solicitation, terminate this solicitation or alter, add or waive terms and conditions as it deems appropriate.

Dated at Halifax, Nova Scotia this 11th day of January 2019.

BDO CANADA LIMITED
Receiver of Burry's Shipyard Inc.



Phil Clarke, CPA, CA, CIRP, LIT
Senior Vice-President



INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
BURRY'S SHIPYARD INC.
IN RECEIVERSHIP

RECEIVER'S COMMENTS

BDO Canada Limited ("BDO") was appointed Receiver of the assets of Burry's Shipyard Inc. ("Burry's") on October 28, 2018 by the Business Development Bank of Canada. Any offer to purchase the Assets of Burry's that is accepted by the Receiver may be subject to Court approval.

Burry's is a Newfoundland and Labrador Limited Company, incorporated under the laws of the Province of Newfoundland and Labrador with a registered office at 3 Wharf Road, Clarenville, Newfoundland & Labrador. Burry's carried on business as a shipyard concentrating on machining, fabrication, maintenance, and ship repairs and refits, with a complement of trades and shops in the ship repair industry. This Invitation for Offers includes over two hundred pieces of equipment and real property, with buildings, structures, and accessories used by Burry's in relation to the operation of a full service shipyard.

This Information Package contains details and descriptions of the Assets which are the subject of this Invitation for Offers, as well as the mandatory Terms and Conditions of the invitation. This Information Package may be found on BDO's receivership website located at <http://extranets.bdo.ca/burrys/>. We advise that all of the information contained in this Information Package is subject to the disclaimer which forms part of this Information Package.

While not required, the Receiver encourages interested parties to submit En Bloc offers for the purchase of the assets of Burry's.

Please note that the time for the closing of the receipt of offers for the purchase of the assets of Burry's is 12:00 p.m., ADT, on Friday, March 1, 2019.

Should the reader be interested in viewing the assets of Burry's please contact Phil Clarke (pclarke@bdo.ca) or Jason Breeze (jbreeze@bdo.ca) at (902) 425-3100 to arrange an appointment for inspection.

Dated at Halifax, Nova Scotia, this 11th day of January, 2019.

BDO CANADA LIMITED
Receiver of Burry's Shipyard Inc.



Phil Clarke, CPA, CA, CIRP, LIT
Senior Vice President



**INVITATION FOR OFFERS FOR THE PURCHASE OF
THE RECEIVER'S INTEREST IN THE ASSETS OF
BURRY'S SHIPYARD INC.
IN RECEIVERSHIP**

Offers are invited for the purchase of the Receiver's interest in the assets of Burry's Shipyard Inc. ("Burry's"). Offers for the assets must be submitted in a closed tender process to the Halifax office of BDO Canada Limited, Court Appointed Receiver of Burry's, at Suite 201, 255 Lacewood Drive, Halifax, Nova Scotia, B3M 4G2, **no later than 12:00 p.m., ADT, Friday, March 1, 2019.**

The highest or any offer shall not necessarily be accepted. The sale process will be managed in accordance with the terms and conditions set out herein. The Receiver reserves the right to terminate or alter the sale process at any time without compensation to any party.

ASSETS FOR SALE

Parcel 1

- Parcel 2 to Parcel 5 inclusive, En Bloc

Parcel 2

- Approximately 4.7 acres of property with eight buildings, including: Office space, machine shop, welding shop, sandblasting shop, foundry, warehousing and storage buildings, and marine railway, located at 3 Wharf Road, 31 Marine Drive, and 43 Marine Drive, Clarenville, Newfoundland and Labrador. The approximately 2.1 water lot was granted by the Federal government "... for so long as the said lands... are used for a wharf and marine haul out". Title to the water lot could revert back to the government if these uses ceased.

Parcel 3

- 39 Marine Drive, Clarenville, Newfoundland & Labrador, a former office converted into a buck house with a living space, bathrooms, and a kitchen area.

Parcel 4

- Equipment, specifically excluding equipment described in Parcel 5 below, including the following:



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For the full list of equipment visit: <http://extranets.bdo.ca/burrys/>

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 - 5 F) Sullair (SLS-200S-150HAC) 150HP Screw Compressor and Related Components, SDRL 800 3VBP DCC C Heatless Regenerative Desiccant Dryer and Related Components, and PV 1550P165 Air Receiver 1550GAL (165PSI) and Related Components

TERMS AND CONDITIONS

The highest or any offer shall not necessarily be accepted. The sale is subject to the mandatory Terms and Conditions as set out by the Receiver and may be subject to approval by the Supreme Court of Newfoundland and Labrador. A fifteen percent (15%) deposit by way of certified funds, bank draft, or bank transfer, must accompany any offer submitted for each of Parcels.



INSPECTION OF ASSETS

Those parties wishing to submit an offer may make an appointment to view the assets or obtain any additional information, including the mandatory list of Terms and Conditions, by contacting Phil Clarke, CPA, CA, CIRP, LIT (pclarke@bdo.ca), or Jason Breeze, CIRP, LIT (jbreeze@bdo.ca), at (902) 425-3100. Interested parties can also obtain the Information Package and terms and conditions by visiting the Receiver's website at <http://extranets.bdo.ca/burrys/>

BDO CANADA LIMITED
Receiver of Burry's Shipyard Inc.
Suite 201, 255 Lacewood Drive
Halifax, Nova Scotia B3M 4G2
Telephone (902) 425-3100 Fax (902) 425-3777





**INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
BURRY'S SHIPYARD INC.
IN RECEIVERSHIP**

TERMS AND CONDITIONS

1. The vendor of the assets described in the material attached hereto which is the subject matter of this invitation for offers is BDO Canada Limited in its capacity as Receiver of the assets ("Assets") of Burry's Shipyard Inc. ("Burry's"), hereinafter referred to as the "Receiver". The Assets subject to this sale generally consist of:

Parcel 1

- Parcel 2 to Parcel 5 inclusive, En Bloc

Parcel 2

- Approximately 4.7 acres of property with eight buildings, including: Office space, machine shop, welding shop, sandblasting shop, foundry, warehousing and storage buildings, and marine railway, located at 3 Wharf Road, 31 Marine Drive, and 43 Marine Drive, Clarenville, Newfoundland and Labrador. The approximately 2.1 water lot was granted by the Federal government "... for so long as the said lands... are used for a wharf and marine haul out". Title to the water lot could revert back to the government if these uses ceased.

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2. Each offer must be marked “CONFIDENTIAL” and addressed to:

**BDO Canada Limited
Receiver of Burry’s Shipyard Inc.
Suite 201, 255 Lacewood Drive
Halifax, Nova Scotia B3M 4G2
Attention: Mr. Jason Breeze, CIRP, LIT**

All offers must be submitted in the form attached in Part 5 “Form of Offer”, fully completed, by no later than 12:00 p.m., ADT, Friday, March 1, 2019, (the “Offer Deadline”). All offers must be submitted in a sealed envelope marked “DO NOT OPEN. OFFER TO PURCHASE - BURRY’S SHIPYARD INC.”. At the Offer Deadline, the offers will be opened in private by the Receiver and such other persons as the Receiver may designate. The information contained in the offers shall not be confidential after they are opened and may



be revealed by the Receiver, at its discretion, to any person, including, without limitation, senior secured creditors.

3. **All offers must be expressed in Canadian dollars and accompanied by a certified cheque, bank draft or solicitor's trust cheque payable to BDO Canada Limited, in Trust (in Canadian dollars), for ten percent (10%) of the offered purchase price.** Offer deposits may also be submitted by bank transfer provided the funds are received prior to the time of the closing of the offer. Bank transfer information may be obtained from the office of the Receiver. If the offer is accepted and, if necessary, approved by the Supreme Court of Newfoundland and Labrador, then this payment will be deemed to be a cash deposit and any interest thereon shall be to the credit of the Receiver and such interest is in addition to and does not form part of the purchase price. The successful offeror (who shall become the Purchaser) shall pay the balance of the purchase price to the Receiver at the closing. Any deposit will be forfeited as liquidated damages by the offeror to the Receiver if the offer is withdrawn at any time before notification of acceptance of the successful offer has been given. Deposits, excluding interest, shall be returned to each person whose offer is not accepted. The deposit of any successful offeror shall be forfeited to the Receiver as liquidated damages if the sale is not completed by the successful offeror by reason of their default.
4. The highest or any offer shall not necessarily be accepted. Any offer accepted by the Receiver and the contemplated resulting sale may be subject to approval by the Supreme Court of Newfoundland and Labrador.
5. Deposit funds accompanying unsuccessful offers will be returned no later than fifteen (15) business days from the date of the final day for receipt of offers, by hand or by registered mail, addressed to the offeror at the address stated on the form submitted. Any interest earned on the deposit funds of either successful or unsuccessful offerors shall be to the credit of the Receiver.

In consideration of the Receiver making available the Terms and Conditions and/or in consideration of receiving and considering any offer submitted, each prospective purchaser agrees that its offer is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.

6. All Assets will be sold on an "as is, where is" basis with the presumption that the offeror has inspected the assets described. No representation, warranty or condition is expressed or shall be implied as to title, description, fitness for purpose of intended use, quantity, condition or quality thereof in respect of any other matter or thing whatsoever, and each offeror shall be deemed to have relied entirely upon his inspection and investigation. Without limiting the generality of the foregoing, the assets are specifically offered as they will exist on the closing date. If, on or before closing, it is found that there are encumbrances or charges against any of the property being offered for sale which the offeror has not agreed to assume in addition to, or as part of, his purchase price, the Receiver may rescind the agreement to sell the assets in question and the offeror shall be entitled to the return of his deposit without interest and without any other compensation of any kind or nature whatsoever for any loss, damages or other costs. If the Receiver does not rescind, it shall have until closing to remove any such encumbrances or charges, failing which the Purchaser may terminate the agreement and shall



be entitled to a refund of its deposit. The Purchaser shall have no other rights or remedies against the Receiver.

7. The obligation of the Receiver to sell and the offeror to purchase the Assets shall terminate in the event that prior to the closing date of the sale, such assets are substantially destroyed by fire, flood, the elements, government action, civil commotion, or any other external cause beyond the control of the Receiver, unless it is agreed between the parties that the Receiver repair the property and complete the sale or assign any insurance proceeds to the Purchaser and complete the sale.
8. The Receiver, at its sole discretion, reserves the right to withdraw any or all of the Assets from the Invitation for Offers prior to the date set for the closing of the receipt of offers and further reserves the right to cancel the invitation for offers at any time or alter, add, or waive the terms and conditions, in whole or in part, as it deems appropriate and any Purchaser shall be bound by such waiver.
9. The Receiver may refuse to accept any offer received from a potential Purchaser. **Offers received by the Receiver that do not strictly comply with the Terms and Conditions or which contain proposals to vary, amend or supplement the Terms and Conditions of Sale may, in the absolute discretion of the Receiver, be rejected.** Before accepting an offer the Receiver may, in its sole discretion, negotiate with any potential Purchaser for changes to that person's offer. Further, in the event that any of the offers are substantially similar, the Receiver may in its sole discretion call upon those prospective purchasers to submit further offers. In the event that no offer is accepted for one or more of the Assets or Parcels or part thereof, the Receiver may negotiate for the sale of any or all of the Assets with any person, including any person who has previously submitted an offer for any of the Assets. Notwithstanding the foregoing, the Receiver shall not be obligated to negotiate with any potential Purchaser or to give any potential Purchaser an opportunity to resubmit an offer, whether or not the Receiver negotiates with any potential Purchaser. Upon receipt by the Receiver of an offer, the potential Purchaser submitting the offer shall not be entitled to retract, withdraw, revoke, vary or countermand the offer and such offer shall be irrevocable prior to acceptance or rejection thereof by the Receiver.
10. The Advertisement of the Invitation for Offers, the Offer, the Acceptance by the Receiver, and these Terms and Conditions of Sale, which shall be deemed to form part of such offer, shall constitute a binding "Agreement of Purchase and Sale" and time shall be of the essence of such agreement. There are no other terms or conditions of sale and there are no verbal or written collateral agreements.
11. The offeror whose offer is accepted (now becoming the "Purchaser") acknowledges that the Receiver has no personal or corporate liability under these Terms and Conditions of Sale or any Agreement of Purchase and Sale. The Agreement of Purchase and Sale shall be terminated, at the option of the Receiver without any penalty or liability whatsoever to the Receiver or Purchaser in each of the following events (in addition to the other events stipulated in these Terms and Conditions of Sale):



- a. an Order being issued on or prior to the time of closing preventing the sale from proceeding; or
 - b. the Assets subject to a sale are substantially destroyed or removed from the control of the Receiver by any means or process; or
 - c. a redemption of the Assets subject to a sale by a party entitled thereto at law.
12. The details of the Assets which are the subject matter of the invitation for offers are included with these Terms and Conditions of Sale. The details have been prepared solely for the convenience of prospective Purchasers and are not warranted to be complete or accurate and are subject to the other qualifications referred to in Condition 6 above. The information contained in the Receiver's Information Package has not been audited or reviewed in any way and is subject to Condition 8 above.
13. All offers shall be submitted on the Form of Offer which is attached to these Terms and Conditions. **Offers received by the undersigned that are not on the required Form of Offer may be rejected by the Receiver.**
14. The Receiver will only consider offers for the property of Burry's as described in Parcel 1 through Parcel 5, the Receiver will not consider offers for specific assets, or combinations thereof, which do not conform to the Parcel descriptions. **In the event the offeror wishes to direct an offer en bloc for any combination of Parcels 2 through Parcel 5, the offeror must designate separate offers for each of the Parcels.**
15. With respect to the purchase of Parcel 4 and Parcel 5, the Purchaser of these Parcels shall, if they are not the Purchaser of Parcel 1 and / or Parcel 2 and / or Parcel 3, as the case may be, within 30 days of Vendor Acceptance, or such later date as may be agreed to by the Vendor and after full payment has been received, at its own expense, dismantle and remove the Purchased Property from its present location and shall restore the current location and/or site to a neat and clean condition and the Purchaser shall repair and be liable for any damages or claims whatsoever caused by, or in any way arising out of, such dismantling and removal. The Vendor will not be responsible for any damages or costs whatsoever which may arise if the Purchaser fails to remove such Purchased Property within 30 days of Vendor Acceptance.
16. If any offer is accepted by the Receiver (acceptance shall be done so in writing, signed by the Receiver), then the successful offeror (Purchaser) shall be notified in writing by the Receiver of such acceptance within ten (10) business days of the acceptance thereof. Such notice of acceptance shall be deemed to be properly given when deposited in the post office, sent by fax, email, or personally delivered, as the case may be.
17. The Purchaser shall pay, or be responsible for, in addition to the purchase price, all applicable federal, provincial, and municipal taxes, including arrears municipal taxes, if any, at closing, unless exemption certificates are supplied. The terms and conditions in this paragraph shall not merge on the closing of this transaction, but shall remain in full force and effect. Other adjustments at closing shall include deposits made to the Receiver, as well as other like adjustments as the Receiver deems appropriate.



18. The balance of the purchase price shall be due and payable on closing which shall occur within thirty (30) business days of acceptance of any offer by the Receiver, or if required, within thirty (30) business days of approval of the sale by the Supreme Court of Newfoundland and Labrador, or to such other date as may be mutually agreed between the Receiver and Purchaser.
19. The sale of any or all of the Assets may be subject to the approval of the Supreme Court of Newfoundland and Labrador. Conveyance of personal property described in Parcel 4 and Parcel 5 will be by way of Receiver's Bill of Sale. Conveyance of real property described in Parcel 2 and Parcel 3 will be by way of Receiver's Deed, with the Court's approval, if necessary. All such conveyances are without warranty of any kind.
20. If the Purchaser fails to comply with the terms and conditions of the Agreement of Purchase and Sale, the deposit and all other payments thereon shall be forfeited and the Assets may be sold and the deficiency, if any, by such resale, together with all charges attending to the same or occasioned by such default, shall be paid forthwith by the defaulting Purchaser.
21. The Receiver shall not be required to furnish or produce any abstracts, deeds, declarations, or other documents as evidence of title except those in his possession. It is the responsibility of the Purchaser to satisfy itself as to title and conditions at its own expense within ten (10) business days of receipt of notice of acceptance of offer. All costs associated with the Purchaser's due diligence process are strictly for the account of the Purchaser. Without limiting the generality of such due diligence costs, they would include all legal costs, surveys, inspections, and insurance.
22. The Receiver (or its designate) shall remain in possession of the Assets until the purchase is complete and title to the Asset shall not pass to the Purchaser nor shall it be entitled to possession of same until the purchase price has been paid in full, unless otherwise agreed between the parties.
23. If, prior to the closing date, legal proceedings are either threatened or commenced by any person against the Receiver or its principals concerning the security over the Assets, the Agreement of Purchase and Sale, or the Assets to be purchased, the Receiver may elect, in its sole discretion and upon notice to the Purchaser, to terminate the Agreement of Purchase and Sale. In such case, the Agreement of Purchase and Sale shall be terminated, without any liability or penalty whatsoever to the Receiver, and the deposit shall be returned to the Purchaser without interest.
24. The obligation of the Receiver to perform the Agreement of Purchase and Sale is conditional upon receipt of all necessary governmental or other approvals, waivers or releases as may be required to enable the Receiver to comply with its obligations thereunder.
25. All stipulations herein as to time shall be of the essence.
26. The obligation of the Receiver to close the sale transaction is conditional upon obtaining the consent of any secured creditor with an interest in the Assets as of the closing date. In the event that the Receiver does not have such consent at the closing date, it may unilaterally



extend the closing date by up to 45 days or rescind the sale by notice in writing sent to the Purchaser at the address noted in its offer or to the Purchaser's solicitor by prepaid courier, facsimile transmission or email. In the event that the Receiver terminates the Agreement with the Purchaser pursuant to this clause, it shall promptly return the deposit. The Purchaser shall only be entitled to a return of the deposit without interest and shall not be entitled to any compensation of any kind or nature for any reason or for any loss, cost or damage.

27. Any notices, requests, demands, acceptances, elections, waivers or other communications required or permitted to be given under this invitation (herein referred to as "Notice") shall be in writing and shall be deemed to be sufficiently given if personally delivered to an officer of the Receiver or the Purchaser, faxed, emailed, or mailed by registered mail, postage prepaid, to the address of the recipient noted below:

As to the Purchaser: at the address or fax number or email address set forth in its offer.

As to the Receiver:

BDO Canada Limited
Receiver of Burry's Shipyard Inc.
Suite 201, 255 Lacewood Drive
Halifax, Nova Scotia B3M 4G2
Fax (902) 425-3777
Attention: Mr. Jason Breeze, CIRP, LIT
Email: jbreeze@bdo.ca

Any such Notice shall be deemed to be given on the date on which it was personally delivered or telecopied or emailed and any Notice served by registered mail shall be deemed to have been given on the fifth business day following the date on which it was mailed. During the existence of any interpretation or threatened interruption by Canada Post Corporation, any Notice by the Receiver or Purchaser shall be personally delivered or faxed or emailed.

If Notice is received after 5:00 p.m., ADT, on a business day, or on a Saturday, Sunday, or statutory holiday, Notice shall be deemed to be delivered at 9:00 a.m., ADT, on the next business day.

28. It shall be the responsibility of the Purchaser, at the Purchaser's own expense, to obtain any and all government approvals necessary to utilize the Assets subject to an Agreement of Purchase and Sale. In particular, and without limiting the foregoing, the Purchaser is obligated to obtain all necessary approvals, licenses, permits, authorizations, permissions or other items (collectively the "Approvals") whether required locally, Provincially or Federally to use and enjoy any items being purchased and/or to carry on business with or from any Assets being purchased and the obtaining of such approvals shall not, in any manner whatsoever, be a precondition to completion of or limit the Purchaser's obligation to complete an Agreement of Purchase and Sale.
29. Where the agreement includes or relates to land, the Purchaser shall accept title thereto subject to, without limitation:



- (a) any registered restrictions or covenants that attach to the land, including any right of way for passage or use;
 - (b) any registered municipal agreement and registered agreements with publicly regulated utilities;
 - (c) any easements for the supply of domestic utility or telephone services
 - (d) any easement for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of land;
 - (e) overriding incidents as set out in the Land Registrations Act (Newfoundland and Labrador); and
 - (f) any oil and gas lease.
30. By submitting an offer, the Purchaser acknowledges that the Purchaser has had an opportunity to obtain independent advice including, without limitation, independent business, accounting, technical, and legal advice prior to the execution and delivery of the offer in respect of all issues including, without limitation, these Terms and Conditions of Sale.
31. The Receiver represents that it is now, and will be at the time of closing, a resident of Canada within the interpretation of the Income Tax Act (Canada). Where the Receiver deems appropriate and at the specific request of the Receiver, the Purchaser shall warrant that it is, or is not, a non-eligible person as defined by the Investment Canada Act.
32. The Receiver shall not be liable to any Broker who presents an offer in response to this Invitation for Offers, for payment of any fee, commission, remuneration, expense, or any other form of compensation claimed by the Broker. Brokers who present an offer to the Receiver in response to this Invitation for Offers do so at the exclusive request of the Purchaser under terms and conditions as negotiated between the Broker and the Purchaser.
33. The validity and interpretation of the Agreement of Purchase and Sale will be governed by the laws of the Province of Newfoundland and Labrador.
34. The lands and buildings which are the subject of this invitation for offers may be inspected at the address in the Parcel description. Arrangements for inspection must be made by contacting either Phil Clarke, CPA, CA, CIRP, LIT (pclarke@bdo.ca) or Jason Breeze, CIRP, LIT (jbreeze@bdo.ca) at BDO CANADA LIMITED, Halifax, telephone (902) 425-3100, fax (902) 425-3777.



BDO CANADA LIMITED
Receiver of Burry's Shipyard Inc.
Suite 201, 255 Lacewood Drive
Halifax, Nova Scotia B3M 4G2
Telephone (902) 425-3100
Fax (902) 425-3777



**INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
BURRY'S SHIPYARD INC.
IN RECEIVERSHIP**

TO: BDO CANADA LIMITED
Receiver of Burry's Shipyard Inc.
Suite 201, 255 Lacewood Drive, Halifax, Nova Scotia B3M 4G2
Attention: Jason Breeze, CIRP, FIT, Vice-President

FORM OF OFFER

(Name of Offeror)

(Address)

(Phone Number)

(Fax Number)

(Email Address)

1. I (we) hereby submit this offer for the purchase of the assets of Burry's Shipyard Inc. ("Burry's") as described in the Information Package provided to us by the Receiver.

Parcel 1

- Parcel 2 to Parcel 5 inclusive, En Bloc

Total For Parcel 1 \$ _____

Parcel 2

- Approximately 4.7 acres of property with eight buildings, including: Office space, machine shop, welding shop, sandblasting shop, foundry, warehousing and storage buildings, and marine railway, located at 3 Wharf Road, 31 Marine Drive, and 43 Marine Drive, Clarenville, Newfoundland and Labrador. The approximately 2.1 water lot was granted by the Federal government "... for so long as the said lands... are used for a wharf and marine haul out". Title to the water lot could revert back to the government if these uses ceased.



5 B) King 7x12In H/V Bandsaw W/Gear Drive 1HP 110V 1PH

Total for Parcel 5B) \$_____

5 C) King KC-1440ML-6 14X40 Metal Lathe 2HP 220V 1PH and Fagor 8X40 Travel 2-Axis Lathe Dro Package

Total for Parcel 5C) \$_____

5 D) King 21in Gear Head HD Drill Press 1.5 HP 220V 1PH

Total for Parcel 5D) \$_____

5 E) Tum-3vs Milling Machine 575V 3

Total for Parcel 5E) \$_____

5 F) Sullair (SLS-200S-150HAC) 150HP Screw Compressor and Related Components, SDRL 800 3VBP DCC C Heatless Regenerative Desiccant Dryer and Related Components, and PV 1550P165 Air Receiver 1550GAL (165PSI) and Related Components

Total for Parcel 5F) \$_____

2. Enclosed is my (our) certified cheque or draft payable to BDO Canada Limited in Trust in the amount of \$_____, representing fifteen percent (15%) of the total amount of the offer submitted herein.
3. I (we) offer to purchase these assets on the Terms and Conditions of Sale issued by the Receiver and included in the Information Package.

DATED at _____, in the province of _____, this _____ day of _____, 2019.

PRINT NAME OF OFFEROR

Per: _____
(Signature)



DETAILS OF ASSETS FOR SALE

Parcel 1

- Parcel 2 to Parcel 5 inclusive, En Bloc

Parcel 2

- Approximately 4.7 acres of property with eight buildings, including: Office space, machine shop, welding shop, sandblasting shop, foundry, warehousing and storage buildings, and marine railway, located at 3 Wharf Road, 31 Marine Drive, and 43 Marine Drive, Clarenville, Newfoundland and Labrador. The approximately 2.1 water lot was granted by the Federal government "... for so long as the said lands... are used for a wharf and marine haul out". Title to the water lot could revert back to the government if these uses ceased.

Site 1

The site is approximately 0.85 acres site improved with the main office, the annexed foundry building, and a former government wharf.

Site 2

The site is approximately 3.9 acres site improved with a dry dock/slip and winch house, a second wharf, a two story yard office building, a one story former office building over a full basement and several warehouse/fabrication buildings. Around 1.93 acres of Site 2 comprises a water lot.

Building Details

Building No. 1 (Office)

The building is approximately 30 to 40 years old and is a concrete foundation structure comprised of an upper level fronting Marine Drive is an office with reception, individual offices, and a boardroom. The lower level is an unfinished storage basement. The total area of the office and basement levels is approximately 4,000 square footage, distributed as follows:

| | |
|---------------|-----------------------|
| Office area | 2,750 ft ² |
| Basement area | 1,250 ft ² |



Main building

Number of Stories: 1 story on the upper grade. Exposed basement under north side.

Foundation: Concrete foundation / walls

Frame: Upper floor is wood frame. Floor over basement on the northern 45% of the building is wood frame with steel I-beams supported by concrete exterior walls and internal wood posts in the basement.

Roof: Gable roof with asphalt shingle.

Heating: Baseboard electric heating.

Finishes: Vinyl and carpet floors, mainly painted drywall walls, suspended ceiling tiles with inset fluorescent lighting.



Office Exterior Office



Basement Exterior



Office Boardroom Interior



Office reception area

Building No. 2 (Foundry)

The building is used as a foundry and as a general warehouse. The foundry was the original building and this was extended later to the north with a general warehouse. The foundry portion is thought to be 25 to 30 years old and the warehouse is 15 to 20 years old.

Main building

Number of Stories: 1

Foundation: Concrete footings and knee wall. Slab on grade.

Frame: Steel frame Butler building, open span with no interior posts. Interior bay division is original building wall with steel frame and metal siding.

Exterior Walls: Ribbed metal siding. Insulated.

Roof: Flat / low slope. Ribbed metal. Insulated.

Bay doors: Single bay door, 12' x 12' off the northern elevation accessed from Wharf Road.

Heating: Oil fired forced air.

Lighting: Mix of fluorescent and halide style lighting



Foundry north elevation next to the office



Foundry south and eastern elevations



General warehouse interior



Foundry Interior

Building No. 3 (Machine Shop)

The building is utilized for machining, parts storage, and inventory. The building is thought to be 25 to 30 years old.

Main building

- Number of Stories: Single story with internal office and 2-level parts storage
- Base Area: Approximately 4,700 sf.
- Second Floor Parts Store: Approximately 650 sf.
- Mezzanine Open Storage: Approximately 200 sf.



Area Split: Ground floor warehouse 3,962 sf.
 First floor office/shop 754 sf.
 Second floor office/storage 651 sf.

Foundation: Concrete footings and knee wall. Slab on grade.

Frame: Steel frame Butler building, open space with no internal posts. Internal office and parts storage are all wood frame with plywood walls and floors.

Exterior Walls: Ribbed steel siding with insulated bag walls and ceiling.

Roof: Sheet metal roofing, insulated.

Bay doors: One 14' x 14' and one 8' x 12' to shed both on north elevation

Heating: Oil fired forced heating in warehouse and electric baseboard in office

Electrical: 600 volt main electrical.

Cranes: Single 5-ton street crane



Machine Shop Exterior from Wharf Road



Machine Shop north elevation



Machine Shop interior showing crane



Machine Shop interior office and parts storage



Machine Shop Interior



Parts storage room

Building No. 4 (Welding shop)

The building is approximately 25 to 30 years old and is a concrete foundation structure comprised of a small utility building with open shop floor.

Main building

Number of Stories: 1

Base floor Area: 370 sf.

Foundation: Concrete footing and slab on grade

Frame: Concrete block

Exterior Walls: Painted block



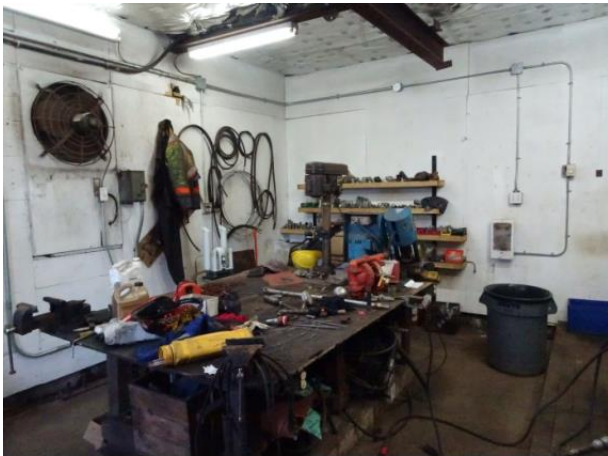
- Roof: Flat, assumed to be torch-on roofing over plywood.
- Bay Door: One 8' x 8' double door on the northern elevation
- Interior Finish: Painted plywood on walls
- Electrical: The building is serviced with 120/240 volt electrical



Welding Shop exterior north elevation



Welding Shop showing proximity to the wharf



Welding Shop interior



Welding Shop interior

Building No. 5 (Wharf Office)

The building is approximately 20 to 25 years old and is used as an on-site office and administration during operations. The office is two stories and is separated into boardroom and 3 offices, 2-piece washroom and storage.



Main building

Number of Stories: 2

Base floor Area: 400 sf.

Second floor Area: 400sf.

Total Area: 800 sf.

Foundation: The structure is placed on concrete blocks.

Frame: Wood frame.

Exterior Walls: Vinyl Siding, older slide-by vinyl windows

Roof: Gable roof with asphalt shingles

Interior Finish: Basic finishes. Mix of linoleum and tile floors, painted drywall and some plywood walls, suspended ceiling tile with inset lighting.

Heating: Baseboard electric heating units.



Wharf Office showing proximity to the finger pier



Wharf Office showing foundation



2nd floor boardroom / office



Typical office space

Building No. 6 (Winch House)

The building is approximately 50+ years. The building houses the winch mechanism for the haul-out and separately stores diving equipment. There are two distinct portions to the building. The main block where the winch mechanism is located and the dive shop at the side. The main block has the winch room and a corridor and store room to the side.

Main building

Number of Stories: 1

Base floor Area: 600 sf.

| | | |
|-------------|---------------|---------|
| Area Split: | Winch Housing | 485 sf. |
| | Dive Shop | 115 sf. |

Foundation: Concrete slab for the winch housing and concrete block / wood blocking on ground for the dive shop.

Frame: Concrete / masonry frame (wood frame eastern elevation for the dive shop).

Exterior Walls: Painted concrete and siding to the dive shop

Roof: Low slope roof, asphalt shingles over the dive shop and metal over the winch house.

Building No. 7 (Paint/Sandblasting Shop)



The building is approximately 30 to 40 years old. This building is called the 'painting & sandblasting' shop. It is used for various machining, pipefitting, welding, painting and sandblasting activities. The building design is a general warehouse / workshop area. The workshop is open space except for a lunchroom at the north-east corner. There is an attached shed for the oil powered furnace.

Main building

Number of Stories: 1

Base floor Area: 2,970 sf.

| | | |
|-------------|--------------|-----------|
| Area Split: | Workshop | 2,660 sf. |
| | Furnace shed | 145 sf. |
| | Office | 165 sf. |

Foundation: Concrete footings and knee wall. Concrete slab on grade and over original concrete slab.

Frame: Steel / masonry frame

Exterior Walls: Vinyl siding over knee wall. Insulated.

Roof: Gable roof with asphalt shingles. Insulated.

Interior Finish: Concrete floor, painted plywood walls. Wrapped insulation ceiling. Lunchroom has concrete floor, painted drywall walls / ceiling.

Electrical: 600 volt / 480-amp, subject to verification by electrician



Building exterior



Interior of shop looking toward southern door



Lunchroom



North east section

Building No. 8 (Stores Building)

The building is thought to be approximately 50 to 60 years old. This building has a mixed-use for storage on the main and basement levels and a partial second floor bunkhouse.

Number of Stories: 3

Base floor Area: approximately 5,490 sf. on the main level

Area Split: First level storage 5,490 sf.
 Second level living quarters 985 sf.
 Basement storage 5,215 sf.

Foundation: Concrete footings and foundation walls.

Frame: Structural steel posts and beams with wooden framing.

Exterior Walls: The exterior wall above the concrete foundation walls is finished with a mix of brick and vinyl siding.

Roof: Low slope roof with imperious membrane.

Bay doors: Two loading doors to the basement level on the exposed south side of the building. One 8' x 8' door fronting Marine Drive leading to the main level.

Heating: Oil fueled warm air distribution through the building. Electric baseboard on the second floor



Stores Building Exterior



Stores Building Top Level Interior

Marine Infrastructure

The wharves, dolphins and ship haul-out used to dock and service vessels, described as follows:

Northside Wharf (Finger Pier)

Type of structure: Finger pier

Location: In front of the Machine shop on site 2

Construction: Thought to be timber bearing piles, timber longitudinal and lateral bracing. Timber pile cap, stringers and concrete deck.

Dimensions: Approximately 160 ft x 25 ft (4,000 sf)

Dolphins

Type of structure: 2 mooring dolphins

Location: Approximately 350 ft from the shoreline in front of the northside wharf and the haul-out area

Construction: Timber crib approximately 24 x 26 ft filled with rock. Central mooring but design not known.



Parcel 3

- 39 Marine Drive, Clarenville, Newfoundland & Labrador, a former office converted into a buck house with a living space, bathrooms, and a kitchen area.

Parcel 4

- Equipment, specifically excluding equipment described in Parcel 5 below, as follows:
 - Miller Big Blue Air Pak 300 Welder/Generator
 - Die Tech Industries Die Cast Machine 51019-61007
 - VL Furnace AHP7500 EL66592 Max BTU 1,320,000
 - Gairu Iron Worker #537
 - PH 15 Ton Rough Terrain Crane Ser#38172
 - American Hole Wizard Machine #74514
 - Street 5 Ton Bridge Crane 40ft Span With Electric Hoist
 - Meuser 9898 Lathe
 - Amada Fab 125 Press Brake FBD-1253F Ser#1250468
 - Fall Arrest Equipment, Welding Equipment and Accessories, Hand Tools, Power Tools, and Air Tools, Equipment

Parcel 5

- Equipment, not included in Parcel 4, above, described as:
 - 5 A) Lathe and Drill equipment including KLS-1860G 18X60 Kent Lathe with 3in Spindle Bore, 7.3 HP 230V 3PH with 2-Axis Newall Digital Readout
 - 5 B) King 7x12In H/V Bandsaw W/Gear Drive 1HP 110V 1PH
 - 5 C) King KC-1440ML-6 14X40 Metal Lathe 2HP 220V 1PH and Fagor 8X40 Travel 2-Axis Lathe Dro Package
 - 5 D) King 21in Gear Head HD Drill Press 1.5 HP 220V 1PH
 - 5 E) Tum-3vs Milling Machine 575V 3
 - 5 F) Sullair (SLS-200S-150HAC) 150HP Screw Compressor and Related Components, SDRL 800 3VBP DCC C Heatless Regenerative Desiccant



Dryer and Related Components, and PV 1550P165 Air Receiver
1550GAL (165PSI) and Related Components