

No. S-152303
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HSBC BANK CANADA

PLAINTIFF

AND:

CONTECH ENTERPRISES INC., BUSINESS DEVELOPMENT BANK OF CANADA, LAUREL RAYANI, CARY GREGORY, JANET GREGORY, JULIEN SELLGREN, JANET SHANNON, MARK GRAMBART, BURMAN AND BURMAN CORP., MICHAEL BRENNER, ANDERS TREIBERG, ELISABETH TREIBERG, MINZAR HOLDINGS LTD., 0872951 B.C. LTD., FIRST WEST CREDIT UNION, VEGHERB, LLC, SADLER FARMS LTD., PAUL HOOPER, MARIANNE HOOPER, BC ADVANTAGE FUNDS (VCC) LTD., ECL HOLDINGS LTD., ST. PATRICK HOLDINGS LTD., BWF HOLDINGS LTD. and DENMAN ISLAND CHOCOLATE LTD.

DEFENDANTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
JUSTICE GREYELL.) 19/MAY/2015
)

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver and Manager (the “Receiver”) of the assets, undertakings and properties of Contech Enterprises Inc. (the “Debtor”) coming on for hearing at Vancouver, British Columbia, on the 19th day of May, 2015; AND ON HEARING Lisa Hiebert, counsel for the Receiver, and those other counsel listed on Schedule “A” hereto; AND UPON no one else appearing although duly served; AND UPON READING the material filed, including the Second Report of the Receiver dated May 15, 2015 (the “Report”);

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transactions (the “Transactions”) contemplated by the Purchase and Sale Agreement dated May 12, 2015 between VegHerb, LLC (the “Purchaser”) and the Receiver attached as Appendix C to the Report and contemplated by the Purchase and Sale Agreement dated May 12, 2015 between the Purchaser and the Receiver attached as Appendix D to the Report (the “Sale Agreements”), copies of which are attached as Schedule “B” to this Order, are hereby approved and the Sale Agreements are

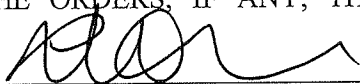
commercially reasonable. The execution of the Sale Agreements by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance to the Purchaser of the assets described in the Sale Agreements (the "**Purchased Assets**").

2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreements 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 March 20, 2015; (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 Purchased 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 proceeds from the sale of the Purchased Assets shall 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 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.
4. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
5. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees, including personal information. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
6. Subject to the terms of the Sale Agreements, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreements).

7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date without necessity of a further Order of this Court, provided that the closing shall take place on or before Wednesday, May 27, 2015.
8. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtor 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 Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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.
9. **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.
10. 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.
11. Endorsement of this Order by parties appearing on the application, other than counsel for the Receiver, is hereby dispensed with.

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 Lisa Hiebert
 Party Lawyer for the Receiver

BY THE COURT



 REGISTRAR

AS TO FORM
 a

Schedule A – Counsel List

Name	Party Represented
Lisa Hiebert	Deloitte Restructuring Inc., receiver and manager of Contech Enterprises Inc.

Schedule B – Purchase and Sale Agreements

PURCHASE AND SALE AGREEMENT

This agreement (this "Agreement") dated as of the 12th day of May, 2015.

BETWEEN:

VegHerb, LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal place of business at 10 Gedney Circle White Plains, NY 10605 in trust for a company to be incorporated,

(the "Purchaser")

AND:

Deloitte Restructuring Inc., in its capacity as court-appointed receiver over the assets, undertakings and properties of Contech Enterprises Inc., and not in its personal capacity

(The "Receiver")

WHEREAS:

A. On March 20, 2015, on the application of HSBC Bank Canada, the Supreme Court of British Columbia (the "Court") in Action Number S152303, Vancouver Registry (the "Receivership Proceedings"), appointed the Receiver to act as receiver over the assets, undertakings and properties of Contech Enterprises Inc. ("Contech").

B. Contech is the owner of the property, rights and interests listed on Schedule "A" hereto (the "Assets").

C. The Receiver wishes to sell and the Purchaser wishes to purchase the Assets, subject to and in accordance with the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties hereto agree as follows:

I. DEFINED TERMS

Capitalized terms used but not otherwise defined herein shall have the following meanings:

"Approval and Vesting Order" means an Order of the Court in the Receivership Proceedings, as required, substantially in form attached as Schedule "B" hereto and as may be amended with the consent of the Receiver and Purchaser acting reasonably;

"Business Day" means a day other than a Saturday, a Sunday or a statutory holiday in British Columbia.

"Canadian Dollars" means the lawful currency of Canada.

“Closing” means the completion of the purchase and sale of the Assets in accordance with the provisions of this Agreement.

“Closing Date” means the 2nd Business Day following the day on which the Approval and Vesting Order is obtained, or such other time and date as may be agreed upon in writing by Receiver and Purchaser, acting reasonably.

“Governmental Authority” means any government, regulatory authority, governmental department, agency, commission, bureau, court, judicial body, arbitral body or other law, rule or regulation making entity.

- (a) having jurisdiction over Contech, the Receiver, the Purchaser or the Assets on behalf of any country, province, state, locality or other geographical or political subdivision thereof; or
- (b) Exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power with respect to the Assets.

“Order” means any order, decision, determination, judgment, injunction, decree, award or writ with respect to the Assets made by of any court (including the Court), arbitrator or Governmental Authority, or other Person who has jurisdiction over the subject matter of the order, decision, determination, judgment, injunction, decree, award or writ.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, association, trust, governmental body or any other entity or body.

“Purchaser’s Solicitors” means PENN & ASSOCIATES, LLP, 260 Madison Avenue, Floor 21, New York, New York 10016-2401 (USA) (212) 661-5700, cpenn@cpennlaw.com (attention: Craig E. Penn, Esq.

“Receiver’s Solicitors” means Borden Ladner Gervais LLP.

2. OFFER TO PURCHASE THE ASSETS

2.1 By signing this Agreement and delivering it to the Receiver or the Receiver’s Solicitors, the Purchaser hereby offers to purchase Contech’s and the Receiver’s right, title and interest in the Assets for the aggregate price of \$0.15 on the dollar for the book value in accordance with Contech’s electronic SAP accounting records (the “Purchase Price”) on the terms and conditions set out in this Agreement (the “Offer”), the Purchase Price to be allocated between specific Assets or classes / types of Assets as follows:

SPECIFIC ASSET or ASSET CLASS / TYPE	PURCHASE PRICE
<ul style="list-style-type: none"> • All Frame It All inventory as of Closing, but excluding any unsalable or close-out products listed in Schedule “C” • All UPC , UPC prefixes and 	\$0.15 on the dollar for the book value in accordance with Contech’s electronic SAP accounting records

GLN product codes for the inventory being purchased	
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2.2 This Offer may only be accepted by the Receiver if it also accepts the offer to purchase delivered by the Purchaser to the Receiver contemporaneously with this Offer for Contech's intellectual property assets as more particularly described in that offer (the "Purchaser's IP Offer").

2.3 This Offer may be accepted by delivery by the Receiver of a copy of this Agreement signed by the Receiver and the Purchaser to the Purchaser.

2.4 This Offer will remain open for acceptance until 11:59pm May 12, 2015 (Pacific Time), after which time it will be deemed to have been automatically withdrawn.

2.5 If this Offer is not accepted by the Receiver, the Offer will be extinguished and will no longer be binding on the Purchaser.

3. PURCHASE AND SALE OF THE PURCHASED ASSETS

3.1 Purchase and Sale. Upon delivery by the Receiver to the Purchaser of a signed copy of this Agreement executed by each of the Receiver and the Purchaser, this Agreement shall become a binding Agreement whereby the Receiver agrees to sell and transfer to the Purchaser, and the Purchaser agrees to purchase and acquire Contech's and the Receiver's right, title and interest in and to the Assets on the terms set out in this Agreement.

4. DEPOSIT AND PAYMENT

4.1 Purchase Price. The Purchase Price for the sale, assignment, transfer and conveyance of the Assets to the Purchaser shall be payable as set forth (all in Canadian Dollars):

- (a) by paying \$25,000.00 in certified funds, which has already been provided to the Vendor as a deposit in connection with the Purchaser's IP Offer;
- (b) by paying \$25,000 as a further deposit within one business day upon acceptance of this Offer to Purchase by the Receiver; and
- (c) by paying the balance due and payable in accordance with the method of setting the Purchase Price in Section 2.1 by certified funds payable to the Receiver or as it may direct; and
- (d) The Purchase Price will be allocated among the Assets as set out in Section 2.1.

4.2 Deposit. The Deposit which has been paid to the Receiver's Solicitors in accordance with Section 4.1(a) and will be paid in accordance with Section 4.1(b), shall be dealt with as follows:

- (a) The Deposit shall be placed in an interest bearing trust account.

- (b) the Deposit and any interest earned thereon shall be paid to the Receiver:
 - (i) and credited to the Purchase Price at the Closing Date; or
 - (ii) as liquidated damages, the Parties hereby agreeing that the Deposit constitutes a genuine pre-estimate of the damages that will be suffered by the Receiver if the Purchaser breaches any of the terms of this Agreement.
- (c) The Receiver acknowledges and agrees that it has no interest in the Deposit except the right to receive the Deposit in those certain circumstances described in paragraph (a) above.

5. CONDITIONS PRECEDENT

5.1 The obligation of the Receiver to complete the sale of the Assets contemplated by this Agreement and of the Purchaser to complete the purchase of the Assets as contemplated by this Agreement are subject to the satisfaction of each of the following conditions (the "Conditions Precedent") by the dates set forth below, and if no dates are set forth then by or at the Closing Date:

- (a) Approval and Vesting Order. The Receiver shall have obtained the Approval and Vesting Order by no later than May 22, 2015;
- (b) No Actions or Proceedings. As of the Closing Date, no appeal of, motion to vary, stay or vacate, or motion for leave to appeal the Approval and Vesting Order shall be outstanding, pending or threatened by any Person (not including the Purchaser) or any Governmental Authority; and
- (c) No Orders. As of the Closing Date, no order or direction shall have been made by any Governmental Authority which would have the effect of prohibiting or preventing the sale of the Assets to the Purchaser.

The foregoing conditions are inserted for the mutual benefit of the Receiver and the Purchaser and may be waived in whole or in part only if jointly waived in writing by the Receiver and the Purchaser at or prior to the applicable time set for the satisfaction of such conditions.

6. REPRESENTATIONS AND WARRANTIES OF THE RECEIVER

6.1 The Purchaser acknowledges that it is acquiring the Assets on an "as is, where is" basis, without representation and warranty and without reliance on any information provided to the Purchaser by or on behalf of the Receiver, except that the Receiver makes the following representations and warranties to the Purchaser:

- (a) Due Authorization, Approvals and Consents. Subject to obtaining the Approval and Vesting Order: (i) the Receiver has the authority to assign, transfer and convey the Assets to the Purchaser in the manner contemplated herein; and (ii) this Agreement and all other agreements, documents and instruments required to be delivered by the Receiver hereunder have been duly executed and delivered by

the Receiver and constitute and will constitute legal, valid and binding obligations of the Receiver, enforceable in accordance with their terms.

7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

7.1 The Purchaser represents and warrants to the Receiver as follows, with the intent that the Receiver shall rely thereon in entering into this Agreement and in concluding the purchase and sale contemplated herein:

- (a) Formation and Good Standing. The Purchaser is a limited liability company duly organized, validly existing and organized and in good standing under the laws of the State of New York, and has the legal power and capacity to enter into this Agreement and to carry out its terms;
- (b) Authority to Purchase. The execution and delivery of this Agreement and the completion of the transaction contemplated herein shall by the Closing Date be duly and validly authorized by all necessary corporate action on the part of the Purchaser, and this Agreement will constitute a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms;
- (c) Absence of Legal Conflict. Neither the execution and delivery of this Agreement by the Purchaser, nor the performance of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated by this Agreement will:
 - (i) conflict with or violate the constituting documents of the Purchaser or any resolution of either of its directors or shareholders;
 - (ii) conflict with or violate any law, rule, regulation, permit, Order, judgment or decree applicable to the Purchaser or by which its properties are bound or affected, the conflict with which or violation of which would prohibit or materially delay the Purchaser's ability to perform its obligations under this Agreement; or
 - (iii) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under any agreement to which the Purchaser is a party or by which the Purchaser or any of its properties is bound or affected and which would prohibit or materially delay the Purchaser's ability to perform its obligations under this Agreement.
- (d) the Purchaser is or will be registered under Part IX of the *Excise Tax Act* (Canada) on or before the Closing Date.

8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

8.1 The representations and warranties made by each of the Receiver and the Purchaser in this Agreement shall survive Closing for a period of one (1) year.

9. PURCHASER'S ACKNOWLEDGEMENT

9.1 The Purchaser hereby expressly acknowledges and agrees that:

- (a) the Receiver is acting only in its representative capacity as Court-appointed receiver over the Assets and not in its personal capacity and shall have no liability under or as a result of entering into or carrying out the transaction which is the subject of this Agreement;
- (b) the Purchaser must make its own arrangements to support this Agreement in Court;
- (c) if the Court vacates, sets aside or varies any Order approving this Agreement, or does not approve the Agreement or the Approval and Vesting Order, for any reason whatsoever, then the Receiver shall not be liable to the Purchaser or any other person in any way whatsoever;
- (d) the Purchaser has relied entirely upon its own inspection and investigation of all matters in respect of the Assets;
- (e) the Receiver has not made and will not make any warranty or representation in relation to the Assets including any warranty or representation as to the fitness, design, condition or quality of the Assets;
- (f) no representation, warranty or condition is expressed by the Receiver or can be implied as to title or encumbrances to the Assets, or in respect of any other matter or thing whatsoever concerning the Assets or the right of the Receiver to sell or assign same save and except as expressly represented or warranted in Section 6.1;
- (g) without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (British Columbia) or similar legislation in British Columbia or any other jurisdiction do not apply hereto and have in any event been waived by the Purchaser;
- (h) the description of the Assets contained in Schedule "A" hereto is for the purpose of identification only. The Purchaser has prepared such Schedule "A" in its entirety and is satisfied that Schedule "A" accurately and completely describes the Assets, and no representation, warranty or condition has or will be given by the Receiver concerning the completeness or the accuracy of such descriptions.

10. DELIVERY OF CLOSING DOCUMENTS

10.1 Receiver's Closing Documents. On the Closing Date, the Receiver will deliver the following to the Purchaser's Solicitor:

- (a) a copy of the Approval and Vesting Order;

- (b) all files, documents, and other materials relating to Contech or the Assets that are in the possession of or accessible by the Receiver;
- (c) all such other assurances, consents, agreements, documents and instruments as may be reasonably required to transfer the Assets to the Purchaser as contemplated in this Agreement.

10.2 Purchaser's Closing Documents On the Closing Date, the Purchaser will deliver the following to the Receiver's Solicitors in a form acceptable to the Receiver, acting reasonably:

- (a) an irrevocable direction from the Purchaser authorizing the Receiver's Solicitors to release the Deposit to or as directed by the Receiver;
- (b) payment of the Unpaid Balance; and
- (c) all such other assurances, consents, agreements, documents and instruments as may be reasonably required to transfer the Assets to the Purchaser as contemplated in this Agreement.

11. TAXES AND FEES

11.1 The Purchaser shall be solely responsible for payment of all applicable federal, provincial and municipal taxes in connection with the Assets including, without limitation, goods and services tax, retail sales tax and social services tax.

11.2 The Purchaser agrees to indemnify and save the Receiver harmless from and against all claims and demands made or assessed by any Governmental Authority after the Closing Date for payment of any taxes, penalties or fees of any kind whatsoever in any way relating to the Assets.

12. RISK

12.1 The Assets will be at the risk of Receiver up until the Closing Date. From and including the Closing Date the Assets will be at the risk of the Purchaser.

13. MISCELLANEOUS

13.1 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of that term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.2 Further Assurances. Each party, upon receipt of notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement. Without limiting the foregoing, upon reasonable request, the Receiver shall provide to the Purchaser information and documents which are within its possession or control.

and are necessary or desirable for the Purchaser to register, enforce, and defend its rights in the Assets.

13.3 Notice. Any notices, requests or demands which may or are required to be given or made hereunder shall be in writing and served personally addressed:

if to the Receiver, to:

Deloitte Restructuring Inc.
2800 - 1055 Dunsmuir Street
4 Bentall Centre
P.O. Box 49279
Vancouver British Columbia
V7X 1P4
Fax: 604-602-1583

with a copy to:

Borden Ladner Gervais LLP
1200 Waterfront Centre
200 Burrard Street, P.O. Box 48600
Vancouver, British Columbia
V7X 1T2
Fax: 604-622-4198
Attention: Magnus C. Verbrugge

and if to the Purchaser, to:

VegHerb, LLC
10 Gedney Circle
White Plains, New York 10605
USA
(914) 552-6554
agtopping@gmail.com
Attention: Anthony Topping

with a copy to:

PENN & ASSOCIATES, LLP
260 Madison Avenue
Floor 21
New York, New York 10016-2401
USA

(212) 661-5700
(888) 506-3339 (facsimile)
cpenn@cpennlaw.com
Attention: Craig E. Penn, Esq.

13.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

13.5 Time of Essence. Time, where mentioned in this Agreement, shall be of the essence.

13.6 Currency. Unless otherwise expressly provided herein, all sums of money referred to in this Agreement are expressed in Canadian Dollars.

13.7 Interpretation. Wherever the singular or masculine is used in this Agreement, references to plural, feminine and body corporate shall be construed as necessary.

13.8 Governing Law. This Agreement shall be governed by all and interpreted in accordance with the laws of the Province of British Columbia.

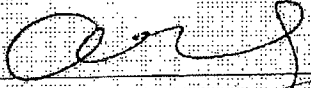
13.9 Execution in Counterpart. This Agreement may be executed in counterparts and the parties hereto may evidence their execution of this Agreement by facsimile or other electronic transmission.

13.10 Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Purchaser shall have the right, prior to the granting of the Approval and Vesting Order to assign, in whole or in part, its rights to acquire the Property hereunder to any affiliate of the Purchaser provided that such assignment shall not release the Purchaser from its obligations under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the date first above written.

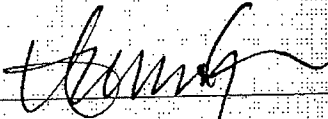
VegHerb, LLC, the Purchaser, by its authorized signatory:



By: Anthony Topping, Managing Member

Date: May 12, 2015

Deloitte Restructuring Inc.
in its capacity as Court-appointed receiver of the
assets and undertakings of Contech Enterprises
Ltd. and not in its personal capacity, by its
authorized signatory:



Date: 12 MAY 2015

SCHEDULE "A" TO PURCHASE AND SALE AGREEMENT

ASSETS

- All Frame-It-All inventory as of Closing, but excluding any unsalable or close-out products listed in Schedule "C".
- All UPC, UPC prefixes and GLN product codes for the inventory being purchased.

SCHEDULE "B" TO PURCHASE AND SALE AGREEMENT

FORM OF APPROVAL AND VESTING ORDER

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (the "Receiver") of the assets, undertakings and properties of Contech Enterprises Inc. (the "Debtor") coming on for hearing at Vancouver, British Columbia, on the [•] day of April, 2015; AND ON HEARING Magnus Verbrugge, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Asset Purchase Agreement dated April [•] (the "Sale Agreement") between the Receiver and [•] (the "Purchaser"), a copy of which is attached as Schedule "B" hereto is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale 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 Sale Agreement as the "Assets".
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Assets described in the Sale Agreement 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 [•]; (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; and (iii) those Claims listed on Schedule "D" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E" hereto), 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 Assets.
3. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets shall stand in the place and stead of the Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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.

4. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
5. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(c) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees, including personal information. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
6. Subject to the terms of the Sale Agreement, vacant possession of the Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to any permitted encumbrances listed on Schedule "E".
7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
8. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtor 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 Debtor;

the vesting of the Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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.

9. **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.

10. 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.

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:

SCHEDULE "A" TO APPROVAL AND VESTING ORDER

Counsel List

SCHEDULE "B" TO APPROVAL AND VESTING ORDER

Purchase and Sale Agreement

SCHEDULE "C" TO APPROVAL AND VESTING ORDER

Receiver's Certificate

SCHEDULE "D" TO APPROVAL AND VESTING ORDER

Expunged Encumbrances / Claims

Inventory Item No.

100001602, 100001601, 100001602, 100001603, 100001604, 100001605, 100001606, 100001607, 100001608, 200000525, 300001001, 300001014, 300001015, 300001017, 300001046, 300001158, 300001218, 300001219, 300001247, 300001251, 300001353, 300001354, 300001355. Any and all liabilities, product returns, all agreements & Crayola agreement

SCHEDULE "E" TO APPROVAL AND VESTING ORDER

Permitted Encumbrances

SCHEDULE "C" TO PURCHASE AND SALE AGREEMENT

EXCLUDED INVENTORY

Inventory item No. 100001602, 100001601, 100001602, 100001603, 100001604, 100001605,
100001606, 100001607, 100001608, 200000525, 300001001, 300001014, 300001015,
300001017, 300001046, 300001158, 300001218, 300001219, 300001247, 300001251,
300001353, 300001354, 300001355.

PURCHASE AND SALE AGREEMENT

This agreement (this "Agreement") dated as of the 12th day of May, 2015

BETWEEN:

VegHerb, LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal place of business at 10 Gedney Circle White Plains, NY 10605 in trust for a company to be incorporated,

(the "Purchaser")

AND:

Deloitte Restructuring Inc., in its capacity as court-appointed receiver over the assets, undertakings and properties of Contech Enterprises Inc., and not in its personal capacity

(The "Receiver")

WHEREAS:

A. On March 20, 2015, on the application of HSBC Bank Canada, the Supreme Court of British Columbia (the "Court") in Action Number S152303, Vancouver Registry (the "Receivership Proceedings"), appointed the Receiver to act as receiver over the assets, undertakings and properties of Contech Enterprises Inc. ("Contech").

B. Contech is the owner of or has certain interests in the property, rights and interests listed on Schedule "A" hereto (the "Assets").

C. The Receiver wishes to sell and the Purchaser wishes to purchase the Assets, subject to and in accordance with the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties hereto agree as follows:

1. DEFINED TERMS

Capitalized terms used but not otherwise defined herein shall have the following meanings:

"Approval and Vesting Order" means an Order of the Court in the Receivership Proceedings, as required, substantially in form attached as Schedule "B" hereto and as may be amended with the consent of the Receiver and Purchaser acting reasonably.

"Business Day" means a day other than a Saturday, a Sunday or a statutory holiday in British Columbia.

"Canadian Dollars" means the lawful currency of Canada.

"Closing" means the completion of the purchase and sale of the Assets in accordance with the provisions of this Agreement.

"Closing Date" means the 2nd Business Day following the day on which the Approval and Vesting Order is obtained, or such other time and date as may be agreed upon in writing by Receiver and Purchaser, acting reasonably.

"Governmental Authority" means any government, regulatory authority, governmental department, agency, commission, bureau, court, judicial body, arbitral body or other law, rule or regulation making entity:

- (a) having jurisdiction over Contech, the Receiver, the Purchaser or the Assets on behalf of any country, province, state, locality or other geographical or political subdivision thereof; or
- (b) Exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power with respect to the Assets.

"Order" means any order, decision, determination, judgment, injunction, decree, award or writ with respect to the Assets made by or any court (including the Court), arbitrator or Governmental Authority, or other Person who has jurisdiction over the subject matter of the order, decision, determination, judgment, injunction, decree, award or writ.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association, trust, governmental body or any other entity or body.

"Purchaser's Solicitors" means PENN & ASSOCIATES, LLP, 260 Madison Avenue, Floor 21, New York, New York 10016-2401 (USA) (212) 661-5700, cpenn@cpenalaw.com (attention Craig E. Penn, Esq.

"Receiver's Solicitors" means Borden Ladner Gervais LLP.

2. OFFER TO PURCHASE THE ASSETS

2.1 By signing this Agreement and delivering it to the Receiver or the Receiver's Solicitors, the Purchaser hereby offers to purchase Contech's and the Receiver's right, title and interest in the Assets for the aggregate price of CAD \$700,000 (the "Purchase Price") on the terms and conditions set out in this Agreement (the "Offer"), the Purchase Price to be allocated between specific Assets or classes / types of Assets as follows:

SPECIFIC ASSET or ASSET CLASS / TYPE	PURCHASE PRICE
<ul style="list-style-type: none"> • All intellectual property, including patents, in connection with the Frame It All line of business of Contech, including without limiting the generality of the foregoing all of the items listed on Schedule "C". 	CAD \$700,000.00

- the websites Frameitall.com, Scenery-solutions.com, gardenwars.com, gardenwarz.com, all creative material images video etc., customer contacts and all data and account information.
- All logins social media platforms with logins, speedy transfer of all URL's to our register.com account and transferring the 1-800-914-9835 telephone number.
- All data and information related to the Frame it all product line.
- All Frame It All tooling in the states, Canada, China or any other country.
- The Non-Competition and Non-Solicitation Agreement among Contech, Vegferb LLC and Anthony Topping dated February 22, 2013
- The Non-Competition and Non-Solicitation Agreement between Contech and Derek Rawden Lewis dated February 22, 2013.

2.2 This Offer may be accepted by delivery by the Receiver of a copy of this Agreement signed by the Receiver and the Purchaser to the Purchaser.

2.3 This Offer will remain open for acceptance until 11:59pm May 12, 2015 (Pacific Time), after which time it will be deemed to have been automatically withdrawn.

2.4 If this Offer is not accepted by the Receiver, the Offer will be extinguished and will no longer be binding on the Purchaser.

3. PURCHASE AND SALE OF THE PURCHASED ASSETS

3.1 Purchase and Sale. Upon delivery by the Receiver to the Purchaser of a signed copy of this Agreement executed by each of the Receiver and the Purchaser, this Agreement shall become a binding Agreement whereby the Receiver agrees to sell and transfer to the Purchaser, and the Purchaser agrees to purchase and acquire Contech's and the Receiver's right, title and interest in and to the Assets on the terms set out in this Agreement.

4. DEPOSIT AND PAYMENT

4.1 Purchase Price. The Purchase Price for the sale, assignment, transfer and conveyance of the Assets to the Purchaser shall be payable as set forth (all in Canadian Dollars):

4.2

- (a) by paying \$25,000.00 in certified funds, which has already been provided to the Vendor as a deposit in connection with a previous offer to purchase that was not accepted by the Receiver, and shall be the Deposit referred to in section 4.2 below; and
- (b) on Closing an assumption of the liability for, or forgiveness of Contech's indebtedness for \$675,000.00 in favour of Vegherb LLC; and
- (c) The Purchase Price will be allocated among the Assets as set out in Section 2.1.

4.3 Deposit. The Deposit which has been paid to the Receiver's Solicitors in accordance with Section 4.1(a), shall be dealt with as follows:

- (a) The Deposit shall be placed in an interest bearing trust account.
- (b) the Deposit and any interest earned thereon shall be paid to the Receiver:
 - (i) and credited to the Purchase Price at the Closing Date; or
 - (ii) as liquidated damages, the Parties hereby agreeing that the Deposit constitutes a genuine pre-estimate of the damages that will be suffered by the Receiver if the Purchaser breaches any of the terms of this Agreement.
- (c) The Receiver acknowledges and agrees that it has no interest in the Deposit except the right to receive the Deposit in those certain circumstances described in paragraph (b) above.

5. CONDITIONS PRECEDENT

5.1 The obligation of the Receiver to complete the sale of the Assets contemplated by this Agreement and of the Purchaser to complete the purchase of the Assets as contemplated by this Agreement are subject to the satisfaction of each of the following conditions (the "Conditions Precedent") by the dates set forth below, and if no dates are set forth then by or at the Closing Date:

- (a) Approval and Vesting Order. The Receiver shall have obtained the Approval and Vesting Order by no later than May 22, 2015;
- (b) No Actions or Proceedings. As of the Closing Date, no appeal of, motion to vary, stay or vacate, or motion for leave to appeal the Approval and Vesting Order shall

be outstanding, pending or threatened by any Person (not including the Purchaser) or any Governmental Authority; and

- (c) No Orders. As of the Closing Date, no order or direction shall have been made by any Governmental Authority which would have the effect of prohibiting or preventing the sale of the Assets to the Purchaser.

The foregoing conditions are inserted for the mutual benefit of the Receiver and the Purchaser and may be waived in whole or in part only if jointly waived in writing by the Receiver and the Purchaser at or prior to the applicable time set for the satisfaction of such conditions.

6. REPRESENTATIONS AND WARRANTIES OF THE RECEIVER

6.1 The Purchaser acknowledges that it is acquiring the Assets on an "as is, where is" basis, without representation and warranty and without reliance on any information provided to the Purchaser by or on behalf of the Receiver, except that the Receiver makes the following representations and warranties to the Purchaser:

- (a) Due Authorization, Approvals and Consents. Subject to obtaining the Approval and Vesting Order: (i) the Receiver has the authority to assign, transfer and convey the Assets to the Purchaser in the manner contemplated herein; and (ii) this Agreement and all other agreements, documents and instruments required to be delivered by the Receiver hereunder have been duly executed and delivered by the Receiver and constitute and will constitute legal, valid and binding obligations of the Receiver, enforceable in accordance with their terms.

7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

7.1 The Purchaser represents and warrants to the Receiver as follows, with the intent that the Receiver shall rely thereon in entering into this Agreement and in concluding the purchase and sale contemplated herein:

- (a) Formation and Good Standing. The Purchaser is a limited liability company duly organized, validly existing and organized and in good standing under the laws of the State of New York, and has the legal power and capacity to enter into this Agreement and to carry out its terms;
- (b) Authority to Purchase. The execution and delivery of this Agreement and the completion of the transaction contemplated herein shall by the Closing Date be duly and validly authorized by all necessary corporate action on the part of the Purchaser, and this Agreement will constitute a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms;
- (c) Absence of Legal Conflict. Neither the execution and delivery of this Agreement by the Purchaser, nor the performance of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated by this Agreement will:

- (i) conflict with or violate the constating documents of the Purchaser or any resolution of either of its directors or shareholders;
- (ii) conflict with or violate any law, rule, regulation, permit, Order, judgment or decree applicable to the Purchaser or by which its properties are bound or affected, the conflict with which or violation of which would prohibit or materially delay the Purchaser's ability to perform its obligations under this Agreement; or
- (iii) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under any agreement to which the Purchaser is a party or by which the Purchaser or any of its properties is bound or affected and which would prohibit or materially delay the Purchaser's ability to perform its obligations under this Agreement;
- (d) the Purchaser is or will be registered under Part IX of the *Excise Tax Act* (Canada) on or before the Closing Date.

8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

8.1 The representations and warranties made by each of the Receiver and the Purchaser in this Agreement shall survive Closing for a period of one (1) year.

9. PURCHASER'S ACKNOWLEDGEMENT

9.1 The Purchaser hereby expressly acknowledges and agrees that:

- (a) the Receiver is acting only in its representative capacity as Court-appointed receiver over the Assets and not in its personal capacity and shall have no liability under or as a result of entering into or carrying out the transaction which is the subject of this Agreement;
- (b) the Purchaser must make its own arrangements to support this Agreement in Court;
- (c) if the Court vacates, sets aside or varies any Order approving this Agreement, or does not approve the Agreement or the Approval and Vesting Order, for any reason whatsoever, then the Receiver shall not be liable to the Purchaser or any other person in any way whatsoever;
- (d) the Purchaser has relied entirely upon its own inspection and investigation of all matters in respect of the Assets;
- (e) the Receiver has not made and will not make any warranty or representation in relation to the Assets including any warranty or representation as to the fitness, design, condition or quality of the Assets;
- (f) no representation, warranty or condition is expressed by the Receiver or can be implied as to title or encumbrances to the Assets, or in respect of any other matter

or thing whatsoever concerning the Assets or the right of the Receiver to sell or assign same save and except as expressly represented or warranted in Section 6.1.

- (g) without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (British Columbia) or similar legislation in British Columbia or any other jurisdiction do not apply hereto and have in any event been waived by the Purchaser;
- (h) the description of the Assets contained in Schedule "A" hereto is for the purpose of identification only. The Purchaser has prepared such Schedule "A" in its entirety and is satisfied that Schedule "A" accurately and completely describes the Assets, and no representation, warranty or condition has or will be given by the Receiver concerning the completeness or the accuracy of such descriptions.

10. DELIVERY OF CLOSING DOCUMENTS

10.1 Receiver's Closing Documents. On the Closing Date, the Receiver will deliver the following to the Purchaser's Solicitor:

- (a) a copy of the Approval and Vesting Order;
- (b) all files, documents, and other materials relating to Contech or the Assets that are in the possession of or accessible by the Receiver;
- (c) all such other assurances, consents, agreements, documents and instruments as may be reasonably required to transfer the Assets to the Purchaser as contemplated in this Agreement.

10.2 Purchaser's Closing Documents. On the Closing Date, the Purchaser will deliver the following to the Receiver's Solicitors in a form acceptable to the Receiver, acting reasonably:

- (a) an irrevocable direction from the Purchaser authorizing the Receiver's Solicitors to release the Deposit to or as directed by the Receiver;
- (b) payment of the Unpaid Balance; and
- (c) all such other assurances, consents, agreements, documents and instruments as may be reasonably required to transfer the Assets to the Purchaser as contemplated in this Agreement.

11. TAXES AND FEES

11.1 The Purchaser shall be solely responsible for payment of all applicable federal, provincial and municipal taxes in connection with the Assets including, without limitation, goods and services tax, retail sales tax and social services tax.

11.2 The Purchaser agrees to indemnify and save the Receiver harmless from and against all claims and demands made or assessed by any Governmental Authority after the Closing Date for payment of any taxes, penalties or fees of any kind whatsoever in any way relating to the Assets.

12. RISK

12.1 The Assets will be at the risk of Receiver up until the Closing Date. From and including the Closing Date the Assets will be at the risk of the Purchaser.

13. MISCELLANEOUS

13.1 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of that term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.2 Further Assurances. Each party, upon receipt of notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement. Without limiting the foregoing, upon reasonable request, the Receiver shall provide to the Purchaser information and documents which are within its possession or control and are necessary or desirable for the Purchaser to register, enforce, and defend its rights in the Assets.

13.3 Notice. Any notices, requests or demands which may or are required to be given or made hereunder shall be in writing and served personally addressed:

if to the Receiver, to:

Deloitte Restructuring Inc.
2800 - 1055 Dunsmuir Street
4 Bentall Centre
P.O. Box 49279
Vancouver British Columbia
V7X 1P4
Fax: 604-602-1583

with a copy to:

Borden Ladner Gervais LLP
1200 Waterfront Centre
200 Burrard Street, P.O. Box 48600
Vancouver, British Columbia
V7X 1F2

Fax: 604-622-4198
Attention: Magnus C. Verbrugge

and if to the Purchaser, to:

VegHerb, LLC
10 Gedney Circle
White Plains, New York 10605
USA
(914) 552-6554
agtopping@gmail.com
Attention: Anthony Topping

with a copy to:

PENN & ASSOCIATES, LLP
260 Madison Avenue
Floor 21
New York, New York 10016-2401
USA
(212) 661-5700
(888) 506-3339 (facsimile)
cpenn@cpennlaw.com
Attention: Craig E. Penn, Esq.

13.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

13.5 Time of Essence. Time, where mentioned in this Agreement, shall be of the essence.

13.6 Currency. Unless otherwise expressly provided herein, all sums of money referred to in this Agreement are expressed in Canadian Dollars.

13.7 Interpretation. Wherever the singular or masculine is used in this Agreement, references to plural, feminine and body corporate shall be construed as necessary.

13.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

13.9 Execution in Counterpart. This Agreement may be executed in counterparts and the parties hereto may evidence their execution of this Agreement by facsimile or other electronic transmission.

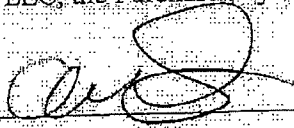
13.10 Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Purchaser shall have the right, prior to the granting of the Approval and Vesting Order to assign, in whole or in part, its rights to

acquire the Property hereunder to any affiliate of the Purchaser provided that such assignment shall not release the Purchaser from its obligations under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the date first above written.

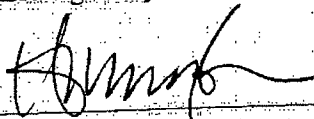
VegHerb, LLC, the Purchaser, by its authorized signatory:



By: Anthony Topping, Managing Member

Date: May 12, 2015

Deloitte Restructuring Inc.
in its capacity as Court-appointed receiver of the
assets and undertakings of Comtech Enterprises
Ltd. and not in its personal capacity, by its
authorized signatory:



Date

12 MAY 2015

SCHEDULE "A" TO PURCHASE AND SALE AGREEMENT

ASSETS

- All intellectual property, including patents, in connection with the Frame-It All line of business of Contech, including without limiting the generality of the foregoing all of the items listed on Schedule "C".
- the websites Frameitall.com, Scenery-solutions.com, garden-wars.com, gardenwarz.com., all creative material images video etc., customer contacts and all data and account information.
- All logins social media platforms with logins, speedy transfer of all URL's to our register.com account and transferring the 1-800-914-9835 telephone number.
- All data and information related to the Frame-It All product line.
- All Frame-It All tooling in the states, Canada, China or any other country.
- The Non-Competition and Non-Solicitation Agreement among Contech, VegHerb LLC and Anthony Topping dated February 22, 2013.
- The Non-Competition and Non-Solicitation Agreement between Contech and Derek Rawden Lewis dated February 22, 2013.

SCHEDULE "B" TO PURCHASE AND SALE AGREEMENT

FORM OF APPROVAL AND VESTING ORDER

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (the "Receiver") of the assets, undertakings and properties of Contech Enterprises Inc. (the "Debtor") coming on for hearing at Vancouver, British Columbia, on the [•] day of April, 2015; AND ON HEARING Magnus Verbrugge, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Asset Purchase Agreement dated April [•] (the "Sale Agreement") between the Receiver and [•] (the "Purchaser"), a copy of which is attached as Schedule "B" hereto is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale 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 Sale Agreement as the "Assets".
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Assets described in the Sale Agreement 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 [•]; (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; and (iii) those Claims listed on Schedule "D" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E" hereto), 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 Assets.
3. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets shall stand in the place and stead of the Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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.

4. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
5. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(c) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees, including personal information. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
6. Subject to the terms of the Sale Agreement, vacant possession of the Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to any permitted encumbrances listed on Schedule "E".
7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
8. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtor 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 Debtor,

the vesting of the Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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.

9. **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.

10. 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.

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:

SCHEDULE "A" TO APPROVAL AND VESTING ORDER

Counsel List

SCHEDULE "B" TO APPROVAL AND VESTING ORDER

Purchase and Sale Agreement

SCHEDULE "C" TO APPROVAL AND VESTING ORDER

Receiver's Certificate

SCHEDULE "D" TO APPROVAL AND VESTING ORDER

SCHEDULE "E" TO APPROVAL AND VESTING ORDER

Permitted Encumbrances

**SCHEDULE "C" TO PURCHASE AND SALE AGREEMENT
INTELLECTUAL PROPERTY**

Trade-mark

Application/Registration No.

1. Veggie Wall

3903615

URLs

Domain Name	Description	Is Transfer Locked?	Status	Expiration Date
francetall.com	francetall.com	locked	ACTIVE	6/28/2015
	Private Domain		ACTIVE	3/2/2015
garden-wars.com	garden-wars.com	locked	ACTIVE	7/28/2013
	Private Domain		ACTIVE	7/28/2013
	Domain Expiration Protection		ACTIVE	7/28/2013
gardentimbers.com	Basic Web Site Forwarding		ACTIVE	7/28/2013
	gardentimbers.com	locked	ACTIVE	3/1/2014
	Basic Web Site Forwarding		ACTIVE	3/1/2014
gardenwarz.com	Private Domain		ACTIVE	1/31/2014
	gardenwarz.com	locked	ACTIVE	7/28/2013
	Basic Web Site Forwarding		ACTIVE	7/28/2013
	Private Domain		ACTIVE	7/28/2013
raisedbed.com	Domain Expiration Protection		ACTIVE	7/28/2013
	raisedbed.com	locked	ACTIVE	3/1/2014
	Basic Web Site Forwarding		ACTIVE	3/1/2014
raisedbedgarden.com	Private Domain		ACTIVE	3/1/2014
	Basic Web Site Forwarding	unlocked	ACTIVE	3/1/2014
	Basic Web Site Forwarding		ACTIVE	3/1/2014
	Private Domain		ACTIVE	3/1/2014
scenery-solutions.com	scenery-solutions.com	locked	ACTIVE	12/30/2015
	Private Domain		ACTIVE	3/2/2015

Patents

U.S. Pat. No.	OC Attorney	Title	Status	Serial No.	Filing Date	Inventor Name(s)	Patent No.	Issue Date
00049/001629- US0	David Leason	TRELLIS BRACKET	Granted	29/103,738	4/22/1999	JEFFREY R. MARINO	D423,798	8/12/2000
00049/001631- US0	David Leason	RAISED BED BRACKET	Granted	29/103,740	4/22/1999		D423,886	4/18/2000
00049/001633- US0	David Leason	TREE PEE LEG CONNECTOR	Granted	29/105,966	6/3/1999	JEFFREY R. MARINO	D423,630	4/25/2000
00049/001635- CA0	David Leason	RAISED BORDER SYSTEM	Granted	2285503	11/8/1999		2,285,583	1/29/2002
00049/001635- GB0	David Leason	RAISED BORDER SYSTEM	Granted	59308248.6	10/19/1999		1020109	7/19/2008
00049/001635- US0	David Leason	RAISED BORDER SYSTEM	Granted	09-231,099	1/14/1999	Hans Naegele, Dietmar Kublin- Meyer, Casper Craf Staufen	6,202,367	3/28/2001
00049/001637- US0	David Leason	GARDEN TRELLIS WALL SYSTEM	Granted	09329,417	1/12/1999		6,311,428	11/6/2001
00049/002729- US0	Edward Feltz	LIGHTING SYSTEM FOR USE IN RAISED BED GARDENING OR LANDSCAP- ING	Pending	61,597,065	2/9/2012	Anthony Topping		
00049/003113- US0	David Leason	GROMMET	Pending	29,435,498	10/24/2012	Eric Lam, Anthony Topping		
00049/003114- US0	David Leason	RAISED BORDER BRACKET ARRANGEM- ENT	Pending	13,673,501	11/9/2012	Anthony Topping		

Schedule C

Form of Receiver's Certificate

No. S-152303
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HSBC BANK CANADA

PLAINTIFF

AND:

CONTECH ENTERPRISES INC., BUSINESS DEVELOPMENT BANK OF CANADA, LAUREL RAYANI, CARY GREGORY, JANET GREGORY, JULIEN SELLGREN, JANET SHANNON, MARK GRAMBERT, BURMAN AND BURMAN CORP., MICHAEL BRENNER, ANDERS TREIBERG, ELISABETH TREIBERG, MINZAR HOLDINGS LTD., 0872951 B.C. LTD., FIRST WEST CREDIT UNION, VEGHERB, LLC, SADLER FARMS LTD., PAUL HOOPER, MARIANNE HOOPER, BC ADVANTAGE FUNDS (VCC) LTD., ECL HOLDINGS LTD., ST. PATRICK HOLDINGS LTD., BWF HOLDINGS LTD. and DENMAN ISLAND CHOCOLATE LTD.

DEFENDANTS

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to the Order of the Court dated March 20, 2015, Deloitte Restructuring Inc. was appointed as receiver and manager (the "**Receiver**") of the assets, collateral and undertaking of the Contech Enterprises Inc.
- B. Pursuant to an Order of the Court dated May <@>, 2015 (the "**Approval and Vesting Order**"), the Court approved a Purchase and Sale Agreement dated May 12, 2015 (the "**IP Contract**") between the Receiver and VegHerb, LLC (the "**Purchaser**") and a Purchase and Sale Agreement dated May 12, 2015 (the "**Inventory Contract**") between the Receiver and the Purchaser, each providing for the vesting in the Purchaser all of the Petitioner's right, title and interest in and to the Purchased Assets (as defined in the IP Contract and the Inventory Contract), which vesting is to be effective with respect to the Purchased Assets upon the delivery to the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased

Assets; (ii) that the conditions to Closing as set out in section ~~@~~ of the IP Contract and section ~~@~~ of the Inventory Contract have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transactions have been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order, the IP Contract or the Inventory Contract, as applicable

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the IP Contract;
2. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Inventory Contract;
3. The conditions to closing set out in section ~~@~~ of the IP Contract have been satisfied or waived by the Receiver and the Purchaser;
4. The conditions to Closing set out in section ~~@~~ of the Inventory Contract have been satisfied or waived by the Receiver and the Purchaser; and
5. The Transactions have been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**DELOITTE RESTRUCTURING INC., in its
capacity as receiver and manager of Contech
Enterprises Inc.**

Per: _____

Name:

Title:

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HSBC BANK CANADA

PLAINTIFF

AND:

CONTECH ENTERPRISES INC., BUSINESS DEVELOPMENT BANK OF CANADA,
LAUREL RAYANI, CARY GREGORY, JANET GREGORY, JULIEN SELLGREN,
JANET SHANNON, MARK GRAMBART, BURMAN AND BURMAN CORP.,
MICHAEL BRENNER, ANDERS TREIBERG, ELISABETH TREIBERG, MINZAR
HOLDINGS LTD., 0872951 B.C. LTD., FIRST WEST CREDIT UNION, VEGHERB,
LLC, SADLER FARMS LTD., PAUL HOOPER, MARIANNE HOOPER, BC
ADVANTAGE FUNDS (VCC) LTD., ECL HOLDINGS LTD., ST. PATRICK HOLDINGS
LTD., BWF HOLDINGS LTD. and DENMAN ISLAND CHOCOLATE LTD.

DEFENDANTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

MCV/LCH

560836.000001

BORDEN LADNER GERVAIS LLP

1200 - 200 Burrard Street

P.O. Box 48600

Vancouver, BC V7X 1T2

Telephone: (604) 687-5744

Attn: Magnus C. Verbrugge and Lisa Hiebert

WEST COAST