

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

APR 29 2015

ENTERED



IN THE SUPREME COURT OF BRITISH COLUMBIA

No. S-152303
Vancouver Registry

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 WALKER

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29/APRIL/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. coming on for hearing at Vancouver, British Columbia, on the 29th day of April, 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 First Report of the Receiver dated April 24, 2015 (the "First Report");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Asset Purchase and Sale Agreement dated April 15, 2015 (the "Sale Agreement") between Scotts Canada Ltd. (the "Purchaser") and the Receiver, a copy of which is attached as Schedule "B" to this Order, 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 (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 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 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 Agreement, 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 Agreement).

7. The Receiver, with the consent of the Purchaser, shall be at liberty to:

- (a) extend the Closing Date to such later date as the Purchaser and the Receiver may agree; *but in any event, on or later than May 6, 2015, without further order*
- (b) ~~make such amendments to the Sale Agreement as the Purchaser and the Receiver consider necessary or desirable;~~ *of this Court.*

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,

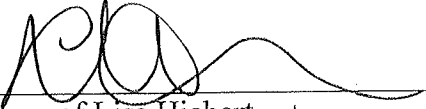
the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent 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.

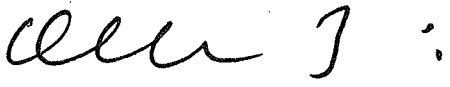
11. Endorsement of this Order by parties appearing on the application, other than counsel for the Receiver, is hereby dispensed with.


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 ✓ Form
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Schedule A – Counsel List

Name	Party Represented
Lisa Hiebert	Deloitte Restructuring Inc., receiver and manager of Contech Enterprises Inc.
Matthew Nied	Scotts Canada Ltd., the proposed purchaser

Schedule B – Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This agreement (this "Agreement") dated as of the 15 day of April, 2015

BETWEEN:

Scotts Canada Ltd., a company incorporated under the federal laws of Canada and having its registered office at 199 Bay Street, Suite 5300, Commerce Court West, Toronto, Ontario, Canada, M5L 1B9

(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") pursuant to an order of the Court (as such order may be amended or restated from time to time, the "Receivership Order").

B. On the date hereof, Contech carries on the Purchased Business and the Excluded Business (each as defined below).

C. The Receiver desires to sell, or to cause to sell and the Purchaser desires to purchase, all of the assets of every kind and description and wheresoever situate of the Purchased Business, including, without limitation, all related inventory, accounts receivable and cash in the Receiver's bank accounts derived from the Purchased Business as at April 15, 2015, all Intellectual Property and the assets described in Schedule "A" hereto (the "Purchased Assets"), which will not include the Leases, the Nooski Contract, any contracts entered into in connection with the Industrial Business or the assets related to the Excluded Business, upon the terms and subject to the conditions set forth in this Agreement, upon Closing.

D. Contech is the owner of the property, rights and interests of the Purchased Business, including, without limitation, the property, rights and interests listed on Schedule "A" hereto.

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:

"Animal Repellant Business" means the business of the development, manufacture and sale of motion-activated sprinkler animal repellents and sonic animal repellent devices, including, without limitation, the ScareCrow Sprinkler and Catstop Repellent devices, carried on by Contech in Canada and the United States of America as of the date hereof, and other activities related thereto.

"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.

"Applicable Law" means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order that applies in whole or in part to such Person, property, transaction or event.

"Assumed Liabilities" has the meaning ascribed thereto in Section 2.3.

"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.

"Consent and Approval" means, as applicable in respect of an instrument, document, authorization, contract or agreement, a consent, approval, notification or waiver from or filing with, any third party Person (including any Governmental Authority) as may be required to assign or transfer such agreement pursuant to the transactions contemplated by this Agreement, in form and substance satisfactory to the Purchaser, acting reasonably.

"Court" has the meaning ascribed thereto in the Recitals.

"Claim" means any claim, action, demand, cause of action, suit, complaint, proceeding, arbitration, judgment, settlement, award, assessment, re-assessment, order, investigation, enquiry or hearing made or threatened.

"Closing" means the completion of the purchase and sale of the Purchased 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.

"Christmas Tree Stands Business" means the business of the development, manufacture and sale Christmas tree stands and other Christmas products carried on by Contech in Canada and the United States of America as of the date hereof, and other activities related thereto.

"Dataroom" means the dataroom established by the Receiver in connection with the transactions contemplated by this Agreement.

"Encumbrances" means 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 including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by Receivership Order or subsequent orders in the Receivership Proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (British Columbia) or any other personal property registry system.

"Excluded Assets" means all assets of Contech, other than the Purchased Assets, including, without limitation, all related inventory, accounts receivable and cash in the Receiver's bank accounts derived from the Excluded Business as at April 15, 2015.

"Excluded Business" means the Pet Care Business, the Christmas Tree Stands Business and the Garden Bed and Sandbox Business.

"Excluded Contracts" means all contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which Contech is a party or by which Contech is bound or under which Contech has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied) other than the Purchased Contracts, as same may be amended and/or restated, and including any and all related quotations, orders, proposals or tenders which remain open for acceptance, warranties and guarantees and documents ancillary thereto including, without limitation, the Nooski Contract and any contracts related to the Industrial Business.

"Excluded Liabilities" means all Liabilities other than the SFU Liability and the Assumed Liabilities, including, without limitation, any Liability related to the Excluded Business, including, without limitation, any Encumbrances, any environmental liability and any Liabilities relating to any Excluded Contract or Lease or any claim for Taxes, interest, penalties or fines.

"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, the Purchased Business or the Purchased 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 Purchased Business or Purchased Assets.

"Industrial Business" means the business of the development, manufacture and sale of pheromone adhesive traps and lures for the control or eradication of rodents and insects used in

the agriculture, forestry, apiculture, arboriculture markets including, without limitation, bed bug traps, yellow jacket and wasp traps, fruit fly traps, Japanese beetle traps, mosquito repellents and rodent lures and traps carried on by Contech in Canada and the United States of America as of the date hereof, and other activities related thereto.

"Intellectual Property" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) software; and (viii) any other intellectual property and industrial property.

"Garden Bed and Sandbox Business" means the business of the development, manufacture and sale of raised bed gardens, sandboxes and other lawn and garden products, including, without limitation, Frame-It-All, Crayola sandbox and Birdies Garden Products carried on by Contech in Canada and the United States of America as of the date hereof, and other activities related thereto.

"Leases" means the all of the real property leases to which Contech is a party or which relate to the Purchased Assets including, without limitation, the leases entered into in connection with the properties located at the following addresses: (i) 115 - 119 Dallas Road, Victoria British Columbia; (ii) 314 Straight Street, SW, Grand Rapids, Michigan; (iii) 336 Straight Ave. SW, Grand Rapids, Michigan; (iv) 20 Columbus Street, Perth-Andover, New Brunswick, E7H 1T3; (v) Lot 137 District Lot 129 Group 2 New Westminster District Plan 61530, Delta, British Columbia.

"Leased Properties" means the lands and premises which are the subject of the Leases.

"Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim or Order, and those arising under any contract, agreement, arrangement, commitment or undertaking.

"Nooski Agreement" means the distributor agreement between Nooski Limited and Contech dated July 25, 2011.

"Order" means any order, decision, determination, judgment, injunction, decree, award or writ with respect to the Purchased Assets made by 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.

"Pet Care Business" means the business of the development, manufacture and sale of products related to pet wellness and training carried on by Contech in Canada and the United States of America as of the date hereof, and other activities related thereto.

"Purchased Assets" has the meaning ascribed thereto in the Recitals.

"Purchased Business" means the Tanglefoot and Phero Tech Business, the Industrial Business and the Animal Repellant Business.

"Purchased Contracts" means all contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements relating to the Purchased Assets, except for any contracts entered into in relation to the Industrial Business, as same may be amended and/or restated, and including any and all related quotations, orders, proposals or tenders which remain open for acceptance, warranties and guarantees and documents ancillary thereto.

"Purchaser's Solicitors" means Stikeman Elliott LLP.

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

"SPU Liability" has the meaning has the meaning ascribed thereto in Section 2.3.

"Tanglefoot and Phero Tech Business" means the business of the development, manufacture and sale of rodent and insect attractants, lures, repellents and barriers (adhesive or otherwise), tree care products and bird repellents carried on by Contech in Canada and the United States of America as of the date hereof, and other activities related thereto.

"Tax Act" means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, as amended.

"Tax" or "Taxes" means any and all taxes including, without limitation, (i) any net income, alternative or add-on minimum tax, gross income, gross receipts, margin, gross margin, sales, use, value added, ad valorem, escheat or unclaimed property taxes (or similar), transfer, registration, estimated, franchise, profits, value added, net worth, capital stock, license, withholding, payroll, social security (or similar), employment, unemployment, disability, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign), whether disputed or not, (ii) any Liability for the payment of any amounts of the type described in (i) as a result of being a member of an affiliated, consolidated, combined or unitary group for any taxable period or as the result of being a transferee or successor thereof and (iii) any Liability for the payment of any amounts of the type described in (i) or (ii) as a result of any express or implied obligation to indemnify any other Person.

2. OFFER TO PURCHASE THE PURCHASED 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 Purchased Assets for the aggregate price of \$4,850,000 (the "Purchase Price") and will assume the SFU Liability (as defined below) on the terms and conditions set out in this Agreement (the "Offer").

2.2 Notwithstanding anything to the contrary in Section 2.1 or elsewhere in this Agreement, the Purchased Assets shall not include the Excluded Assets, which shall remain the property of Contech and nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets.

2.3 Upon the terms and subject to the conditions set forth in this Agreement, the Purchaser shall: (i) assume the \$150,000 debt payable from Contech to Simon Fraser University (the "SFU Liability"); and (ii) assume and shall pay, discharge, honour and perform, from and after the Closing Date, the liabilities and obligations with respect to the Purchased Assets arising on or after the Closing Date and not related to any default existing prior to or as a consequence of the closing of the transaction contemplated by this Agreement (the "Assumed Liabilities"). The Purchaser shall not assume and shall have no obligation to discharge any liability or obligation under any contract or other agreement which is not assignable in whole or in part without the consent of the other party or parties to such contract or other agreement, unless such consent has been given or such assignment has been ordered by the Court.

2.4 For certainty, the Purchaser shall not, at Closing or otherwise, assume or be liable for the Excluded Liabilities or any other Liabilities of Contech whatsoever other than the SFU Liability and the Assumed Liabilities from and following the Closing Date.

2.5 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.

2.6 This Offer will remain open for acceptance until 11:59pm April 22, 2015 (Pacific Time), after which time it will be deemed to have been automatically withdrawn.

2.7 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 or its designees, and the Purchaser agrees to purchase and to acquire directly or indirectly, the Receiver's right, title and interest in and to the Purchased Assets on the terms set out in this Agreement. The Purchaser is purchasing the Purchased Assets pursuant to the Approval and Vesting Order 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.

4. DEPOSIT AND PAYMENT

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

- (a) \$500,000 (being 10% of the Purchase Price and the SFU Liability) by way of deposit (the "Deposit") payable to the Receiver upon delivery of this Agreement, executed by the Purchaser, to the Receiver; and
- (b) as to the balance of the Purchase Price (the "Unpaid Balance"), on the Closing Date.

4.2 Deposit. The Deposit which has been paid to the Receiver 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, if the Closing does not occur because the Purchaser breached any of its representations, warranties or covenants under this Agreement; the Parties hereby agreeing that the Deposit constitutes a genuine pre-estimate of the damages that will be suffered by the Receiver in such circumstances.
- (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. If the Closing does not occur for any reason other than a breach by the Purchaser of its representations, warranties or covenants under this Agreement, the full amount of the Deposit together with all accrued interest received by the Receiver, if any, shall be immediately returned to the Purchaser.
- (d) If the Receiver has not accepted the Purchaser's offer to purchase the Purchased Assets prior to 11:59pm (Pacific time) on April 22, 2015, then, consistent with Section 2.6 full amount of the Deposit together with all accrued interest received by the Receiver, if any, shall be immediately returned to the Purchaser.

5. TAX ELECTIONS

5.1 GST/HST. The Receiver and the Purchaser shall use their best efforts in good faith to minimize (or eliminate) any taxes payable under the *Excise Tax Act* (Canada) in respect of the Closing by, among other things, making such elections and taking such steps as may be provided for under that Act (including, for greater certainty, making a joint election in a timely manner

under Section 167 of that Act) as may reasonably be requested by the Purchaser in connection with the Closing.

5.2 Accounts Receivable. If applicable, the Receiver and the Purchaser shall execute an election as to the sale of any accounts receivable under section 22 of the *Tax Act* or any similar tax legislation in a manner consistent with the Purchase Price allocation to be agreed between the Purchaser or its designee and the Receiver pursuant to Section 12.2.

6. COVENANTS

6.1 Court Application. The Receiver shall, immediately upon the execution of this Agreement, make application to the Court for the Approval and Vesting Order. The Receiver shall use its best efforts to provide the Court with all necessary documents, forms, consents and other information the Court may require in order to obtain the Approval and Vesting Order as expeditiously as possible.

6.2 Access to Assets and Records. The Receiver shall forthwith make available to the Purchaser and its authorized representatives and provide copies thereof of all title documents, contracts, and all other documents, information and data relating to the Purchased Assets.

6.3 Assignment of Purchased Contracts. Subject to the conditions and terms hereof, at Closing, the Receiver shall assign to the Purchaser all of the Receiver's rights, benefits and interests in and to the Purchased Contracts and the Purchaser shall assume the obligations and liabilities of the Receiver under the Purchased Contracts at Closing. Notwithstanding the foregoing, this Agreement and any document delivered under this Agreement shall not constitute an assignment or an attempted assignment of any Purchased Contract contemplated to be assigned to the Purchaser under this Agreement that is not assignable without the Consent and Approval of a third party unless (i) such Consent and Approval has been obtained or (ii) the assignment has been ordered by the Court.

Prior to the application for the Approval and Vesting Order, the Purchaser shall use its commercially reasonable efforts to obtain any Consent and Approval necessary for the assignment of any Purchased Contract to the Purchaser. The Receiver shall provide its reasonable cooperation to assist the Purchaser in obtaining any such Consents and Approvals.

7. CONDITIONS PRECEDENT

7.1 The obligation of the Receiver to complete the sale of the Purchased Assets contemplated by this Agreement and of the Purchaser to complete the purchase of the Purchased 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) Representations and Warranties. All representations and warranties of the Receiver and the Purchaser contained in this Agreement shall be true and correct as at the Closing Date with the same force and effect as if made at and as of such time;

- (b) Compliance with Covenants. The Receiver shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement required to be performed by it prior to or by the Closing Date;
- (c) Approval and Vesting Order. The Receiver shall have obtained the Approval and Vesting Order by no later than April 30, 2015;
- (d) 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 by any Person (not including the Purchaser) or any Governmental Authority;
- (e) 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 Purchased Assets to the Purchaser;
- (f) Intellectual Property Assignments. The Purchaser or its designee shall have entered into fully executed assignment and assumption agreements in relation to the assignment of: (i) the NSERC Industrial Research Chair and Intellectual Property Agreement by and among Contech Enterprises, Inc., Simon Fraser University, and Professor Gerhard J. Gries dated March 1, 2014; (ii) the NSERC Industrial Research Chair and Intellectual Property Agreement by and among Contech Enterprises, Inc., Simon Fraser University, and Professor Gerhard J. Gries dated October 13, 2009; and (iii) the NSERC Industrial Research Chair and Intellectual Property Agreement by and among Contech Enterprises, Inc., Simon Fraser University, and Professor Gerhard J. Gries dated February 17, 2004;
- (g) Technology Licence Agreement. The Purchaser or its designee shall have entered into a worldwide, exclusive technology license agreement with Simon Fraser University in a form and with a royalty rate that are acceptable to the Purchaser, acting reasonably;
- (h) Employment Agreement. The Purchaser or its designee shall have entered into an employment agreement with Jean LaFontaine in a form acceptable to the Purchaser, acting reasonably;
- (i) Closing Deliverables. The Receiver shall have delivered or caused to be delivered to the Purchaser all items referred to in Section 11.1 and the Purchaser shall have delivered or caused to be delivered to the Purchaser all items referred to in Section 11.2;

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.

8. REPRESENTATIONS AND WARRANTIES OF THE RECEIVER

8.1 The Purchaser acknowledges that it is acquiring the Purchased 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 been appointed as receiver of the undertaking, property and assets of Contech, including the right, title and interest of Contech in and to the Purchased Assets; (ii) the Receiver has the authority to assign, transfer and convey the Purchased Assets to the Purchaser in the manner contemplated herein; and (iii) 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;
- (b) No Actions or Proceedings. To the knowledge of the Receiver, there is no action, suit, proceeding or Claim against Contech or the Receiver that is pending or, to the Receiver's knowledge, threatened against Contech or the Receiver in any court or by or before any Governmental Authority that would adversely affect the Receiver's ability to perform its obligations under this Agreement on a timely basis;
- (c) No Other Agreements. Except for the Purchaser, no Person has or will have a written or oral agreement for the purchase or license from the Receiver of any of the Purchased Assets;
- (d) Taxes. The Receiver and, to the Receiver's knowledge, Contech have, in accordance with applicable law, invoiced, collected, withheld, reported and remitted to the appropriate taxing authority (within the time prescribed) all: (i) sales, transfer, use customs, goods and services and other taxes, including any interest or penalties thereon, which are due and payable by the Receiver or, to the Receiver's knowledge, Contech; (ii) withholding, payroll or employment taxes, employment insurance, Canada Pension Plan and provincial pension plan contributions and other deductions at source as required by applicable law; and (iii) all non-resident withholding taxes as required by applicable law. The Receiver is a registrant for the purposes of the tax imposed under Part IX of the *Excise Tax Act* (Canada), and its registration number is 12289 3605. The Receiver is not a non-resident of Canada within the meaning of the Tax Act; and

9. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

9.1 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 corporation duly incorporated, validly existing and organized and in good standing under the laws of its incorporating jurisdiction, and has the corporate 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.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

10.1 The representations and warranties made by each of the Receiver and the Purchaser in this Agreement will merge on Closing and not survive.

10.2 PURCHASER'S ACKNOWLEDGEMENT

10.3 The Purchaser hereby expressly acknowledges and agrees that:

- (a) the Receiver is acting only in its representative capacity as Court-appointed receiver over the Purchased 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 Purchased Assets;
- (e) the Receiver has not made and will not make any warranty or representation in relation to the Purchased Assets including any warranty or representation as to the fitness, design, condition or quality of the Purchased Assets;
- (f) no representation, warranty or condition is expressed by the Receiver or can be implied as to title or encumbrances to the Purchased Assets, or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Receiver to sell or assign same save and except as expressly represented or warranted in Section 8.1; and
- (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.

11. DELIVERY OF CLOSING DOCUMENTS

11.1 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) the Receiver's Certificate (as defined in the Approval and Vesting Order) executed by the Receiver;
- (c) all files, documents, and other materials (including all materials located in the Dataroom) relating to the Purchased Assets that are in the possession of or accessible by the Receiver;
- (d) short-form Intellectual Property assignment document(s) to confirm the assignment and transfer of any registered IP and material non-registered IP being assigned from Contech to the Purchaser or its designee as part of the Purchased Assets;
- (e) all such other assurances, consents, agreements, documents and instruments as may be reasonably required to transfer the Purchased Assets to the Purchaser as contemplated in this Agreement.

11.2 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 Purchased Assets to the Purchaser as contemplated in this Agreement.

12. TAXES AND FEES

12.1 The Purchaser shall be solely responsible for payment of all applicable federal, provincial and municipal sales and transfer taxes properly payable by the Purchaser in connection with the Purchaser's acquisition of the Purchased Assets including, without limitation, goods and services tax, retail sales tax and social services tax, but for greater certainty excluding any taxes based on Contech or the Receiver's income."

12.2 At or prior to Closing, the Receiver and the Purchaser or its designee will agree on an allocation of the Purchase Price between the Purchased Assets.

13. RISK

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

14. TERMINATION

This Agreement may, by notice in writing given at or prior to the completion of the transaction, be terminated:

- (a) by mutual consent of the Receiver and the Purchaser;
- (b) by the Purchaser if any of the conditions precedent in Section 7.1 have not been satisfied on or before the time specified for the satisfaction of such condition and the Purchaser has not waived such condition;
- (c) by the Receiver if any of the conditions in Section 7.1 have not been satisfied on or before the time specified for the satisfaction of such condition and the Receiver has not waived such condition;
- (d) by the Purchaser if the Closing has not occurred on or prior to May 1, 2015, or on or before such later date as the parties agree to in writing,

provided that a party may not terminate this Agreement pursuant to this Section if it has failed to perform any one or more of its obligations or covenants under this Agreement and the Closing has not occurred because of such failure.

15. MISCELLANEOUS

15.1 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.

15.2 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 Purchased Assets. The Purchaser shall have a period of up to 60 days to take possession of any Purchased Assets situate on any Leased Properties and the Receiver shall take all actions required (including with respect to securing the cooperation of the Landlords of the Leased Properties) to allow the Purchaser to take possession of such Purchased Assets.

15.3 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:

The Scotts Company LLC

The Scotts Company LLC
14111 Scottslawn Road Marysville
Ohio 43041 USA
Fax: 937-644-7568
Attention: General Counsel

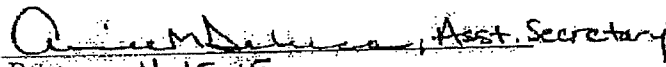
with a copy to:
Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario
M5L 1B9
Fax: 416-947-0866
Attention: Stewart Sutcliffe

- 15.4 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.
- 15.5 Time of Essence. Time, where mentioned in this Agreement, shall be of the essence.
- 15.6 Currency. Unless otherwise expressly provided herein, all sums of money referred to in this Agreement are expressed in Canadian Dollars.
- 15.7 Interpretation. Wherever the singular or masculine is used in this Agreement, references to plural, feminine and body corporate shall be construed as necessary.
- 15.8 Governing Law. This Agreement shall be governed by all and interpreted in accordance with the laws of the Province of British Columbia.
- 15.9 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.
- 15.10 Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

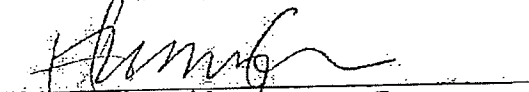
[Signature page follows]

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.

Scotts Canada Ltd. by its authorized signatory:


Date: 4-15-15

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: 17 APRIL 2015

Huey LEE
SENIOR VICE PRESIDENT

SCHEDULE "A" TO PURCHASE AND SALE AGREEMENT
PURCHASED ASSETS

See attached

SCHEDULE "A" TO PURCHASE AND SALE AGREEMENT

PURCHASED ASSETS

1. Equipment. All laboratory and manufacturing equipment, whether leased or owned by Contech, situated or used at the Leased Properties other than the properties located at: (i) 314 Straight Street, SW, Grand Rapids, Michigan; or (ii) 336 Straight Ave. SW, Grand Rapids, Michigan or otherwise used or required for the conduct of the Purchased Business.
2. Blister Pack Production Machine. The blister pack production machine used to manufacture lures.
3. Universal Product Codes. All of the Universal Product Codes related to the Purchased Business.
4. Marketing Materials. All of Contech's catalogues, art work and other marketing materials related to the Purchased Business.
5. Environmental Protection Agency Registrations. All of Contech's Environmental Protection Agency registrations related to the Purchased Business.
6. Inventory. All of the inventory and works-in-progress related to the Purchased Business.
7. Intellectual Property. All Intellectual Property including relating to the following technologies:
 - a. mosquito repellents;
 - b. rodent attractants; and
 - c. pheromone technology, including but not limited to verbenone;

including, but not limited to the following trademarks and patents:

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Status</u>
Better Products for A Better World	Canada	1 404 081	TMA 749533	Registered
CATSTOP	Canada	1,220,621	TMA 693875	Registered
CATSTOP	USA	78502664	3045478	Registered
Phero Tech	Canada	642745	TMA 408961	Registered
Pheroboar (chemicals to detect estrus in pigs)	Canada	1324199	TMA 712551	Registered
Pheroboar (chemicals to detect estrus in pigs)	USA	77/053469	3786546	Registered

Trademark	Country	Appl. No.	Reg. No.	Status
Pheromate (chemicals used to encourage mating behaviour and the production of semen in male pigs)	Canada	1343708	TMA 711208	Registered
Pheromate (chemicals used to encourage mating behaviour and the production of semen in male pigs)	USA	77/159984	3578441	Registered
Pherotrap	Canada	1335821	TMA 735,822	Registered
"Rainforest" and Heart with Leaf Design	Canada	1476692	TMA 788331	Registered
"Rainforest" and green heart shape logo	USA	85016302	3983810	Registered
SCARECROW (electronic animal repellent in the nature of a motion-activated sprinkler)	USA	75002967	2072647	Registered
SLUGSAWAY	Canada	1292223	TMA 689156	Registered
SLUGSAWAY	USA	78/962912	3407323	Registered
SQUIRRELSTOP (electromechanical devices for preventing squirrels or other animals from accessing bird seed in feeders)	USA	78502707	3028461	Registered
SUPER BOOST	USA	77832619	3951711	Registered
Superboost	Canada	1452613	TMA 774183	Registered
TANGLEFOOT	Canada	130446	TMDA 40558	Registered
TANGLEFOOT	USA	72/272,990	0,851,266	Registered
TANGLE-TRAP	USA	74/306,592	1,762,272	Registered
THE ORIGINAL WASPINATOR	Canada	1254894	TMA 663826	Registered
TREE TANGLEFOOT PEST BARRIER	USA	74/439,050	1,970,746	Registered

Domain Names

Domain	Date Renewed	Expiry Date
barkbeetle.ca	2012-10-05	2016-06-02
contechelectronics.com	2012-11-11	2016-10-30
contech-	2013-12-09	2019-03-09

Domain	Date Renewed	Expiry Date
enterprises.com	2013-12-09	2019-03-06
contech-inc.com	2014-03-03	2015-04-15
epicorforpets.com	2012-11-11	2014-09-11
pherotech.com	2013-12-09	2019-03-28
pherotechinc.com	2012-11-11	2016-05-16
tanglefoot.com	2012-10-04	2014-10-21
waspinator.com		

Canadian Patents

Patent No. (Application No.)	Title	Owner(s)	Status
(2734997)	RE-USABLE BAG TRAP FOR INSECTS	CONTECH ENTERPRISES INC.	Abandoned - can be reinstated by 2015-09-10
2682179	ALLYL SULFIDE COMPOUNDS, AND COMPOSITIONS AND METHODS USING SAID COMPOUNDS FOR REPELLING BLOOD-FEEDING ARTHROPODS	CONTECH ENTERPRISES INC.	Issued 2013-05-14
2676382	METHOD AND COMPOSITION FOR ATTRACTING FRUIT FLIES TO TRAPS	CONTECH ENTERPRISES INC.	Issued 2014-11-18
2661069	STABILIZED BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOR AND PHYSIOLOGY OF HONEY BEES	THE TEXAS A&M UNIVERSITY SYSTEM; CONTECH ENTERPRISES INC.	Issued 2012-04-24
2504396	WASP REPELLENT DEVICE	CONTECH ENTERPRISES INC.	Maintenanc e fee due April 13, 2015 - confirm whether

			paid
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United States of America Patents

Patent No. (Application No.)	Title	Owner(s)	Status
8,940,287	METHOD AND COMPOSITION FOR ATTRACTING FRUIT FLIES TO TRAPS	CONTECH ENTERPRISES INC.	Issued 2015-01-27
8,889,731	COMPOUNDS, COMPOSITIONS AND METHODS FOR REPELLING BLOOD-FEEDING ARTHROPODS AND DETERRING THEIR LANDING AND FEEDING	CONTECH ENTERPRISES INC.	Issued 2014-11-18
7,913,638	WASP REPELLENT DEVICE	CONTECH ENTERPRISES INC.	Issued 2011-03-29
7,744,280	WASP REPELLENT DEVICE	CONTECH ENTERPRISES INC.	Issued 2010-06-29
7,727,517	STABILIZED BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOR AND PHYSIOLOGY OF HONEY BEES	THE TEXAS A&M UNIVERSITY SYSTEM; CONTECH ENTERPRISES INC.	Issued 2010-06-01
6,191,693	CATSTOP-ELECTRONIC ANIMAL DETERRENT FOR PROTECTING AN AREA	CONTECH ENTERPRISES INC.	Issued 2001-02-20
6,016,100	CATSTOP-ELECTRONIC ANIMAL DETERRENT FOR PROTECTING AN AREA	CONTECH ENTERPRISES INC.	Issued 2000-01-18
5,878,956	WATER CONSERVING SPRINKLER UNIT	CONTECH ELECTRONICS/BURMAN	Issued 1999-03-09
5,677,155	PROCESS FOR PREPARING THE SEX PHEROMONE OF LYMANTRIA DISPAR L	CONTECH ENTERPRISES, INC.	Issued 1997-10-14
(14/402,752)	METHODS AND APPARATUS FOR ATTRACTING RATS	CONTECH ENTERPRISES INC.	Pending
(13/548,319)	METHODS OF MONITORING AND CONTROLLING THE WALNUT TWIG BEETLE,	CONTECH ENTERPRISES, INC.	Pending

	PITYOPHTHORUS JUGLANDIS		
(13/120,543)	COMPOUNDS AND METHODS FOR REPELLING BLOOD-FEEDING ARTHROPODS AND DETERRING THEIR LANDING AND FEEDING		Non-Final Rejection mailed November 17, 2014
(13/063,644)	WINDOW FLY TRAP	CONTECH ENTERPRISES INC.	Final Rejection mailed 2014-12-18
(12/774,186)	Stabilized Synthetic Brood Pheromone and Race-Specific Ratios of Components for Manipulating the Behavior and Physiology of Honey Bees	CONTECH ENTERPRISES INC.; THE TEXAS A&M UNIVERSITY SYSTEM	Notice of Allowance mailed 2015-04-13
(62/018,465)	Provisional Application (serves as priority document for PCI/CA2014/051218)		Filed June 27, 2014

Other Countries Patents

Country	Patent No. (Application No.)	Title	Owner(s)	Status
Brazil	(PI 0621901-2)	STABILIZED SYNTHETIC BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOUR AND PHYSIOLOGY OF HONEY BEES	CONTECH ENTERPRISES INC.; The Texas A&M University System	Cannot confirm status online
Europe	2061455	STABILIZED SYNTHETIC BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOUR AND PHYSIOLOGY OF HONEY BEES	CONTECH ENTERPRISES INC.; The Texas A&M University System	Granted
France	2061455	STABILIZED SYNTHETIC BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOUR AND PHYSIOLOGY OF HONEY BEES	CONTECH ENTERPRISES INC.; The Texas A&M University System	Granted

Germany	2061455	STABILIZED SYNTHETIC BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOUR AND PHYSIOLOGY OF HONEY BEES	CONTECH ENTERPRISES INC.; The Texas A&M University System	Granted
Italy	72441/BE/2013	STABILIZED SYNTHETIC BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOUR AND PHYSIOLOGY OF HONEY BEES	CONTECH ENTERPRISES INC.; The Texas A&M University System	Granted
Spain	2061455	STABILIZED SYNTHETIC BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOUR AND PHYSIOLOGY OF HONEY BEES	CONTECH ENTERPRISES INC.; The Texas A&M University System	Granted
Mexico	(Mx/a/2009/002591)	STABILIZED SYNTHETIC BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOUR AND PHYSIOLOGY OF HONEY BEES	CONTECH ENTERPRISES INC.; The Texas A&M University System	Cannot confirm status online
Turkey	TR 2009 01426 B	STABILIZED SYNTHETIC BROOD PHEROMONE FOR MANIPULATING THE BEHAVIOUR AND PHYSIOLOGY OF HONEY BEES	CONTECH ENTERPRISES INC.; The Texas A&M University System	Cannot confirm status online

Under the PCT Patents

Application No.	Title	Owner(s)
PCT/CA2014/051218	COMPOUNDS, COMPOSITIONS AND METHODS FOR ATTRACTING AND/OR ARRESTING BED BUGS	Unknown
Filed December 16, 2014 Application not yet published 30 months: June 17, 2016		
PCT/CA2014/050435	NEW COMPOSITIONS AND METHODS FOR ATTRACTING AND STIMULATING FEEDING BY MICE AND RATS	CONTECH ENTERPRISES INC.
30 months: November 22, 2015		

ISR published		
PCT/CA2013/050397	METHODS AND APPARATUS FOR ATTRACTING RATS	CONTECH ENTERPRISES INC.
Expired NPE in: US Patent Application No. 14/402,752 (described above)		
PCT/CA2012/000638	COMPOSITIONS AND METHODS FOR ATTRACTING AND STIMULATING FEEDING BY MICE AND RATS	CONTECH ENTERPRISES INC.
Expired No active NPE applications		
PCT/CA2011/000028	APPARATUS AND METHOD FOR DELIVERING HONEY BEE BROOD PHEROMONE INTO A HIVE	CONTECH ENTERPRISES INC.
Expired No active NPE applications		

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 "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 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"), 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)(e) 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 Agreement, 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 Agreement).
7. The Receiver, with the consent of the Purchaser, shall be at liberty to:
 - (a) extend the Closing Date to such later date as those parties may agree; and
 - (b) make such amendments to the Sale Agreement as those parties consider necessary or desirable;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 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.

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

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 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

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 April , 2015 (the "Approval and Vesting Order"), the Court approved the Asset Purchase and Sale Agreement dated April 15, 2015 (the "Contract") between the Receiver and Scotts Canada Ltd. (the "Purchaser") providing for the vesting in the Purchaser all of the Petitioner's right, title and interest in and to the Purchased Assets, 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 Contract have

been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has 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 or the 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 Contract;
2. The conditions to Closing set out in section  of the Contract have been satisfied or waived by the Receiver and the Purchaser; and,
3. The Transaction has 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,
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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

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Attn: Magnus C. Verbrugge and Lisa Hiebert