

COURT FILE NUMBER

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COURT

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

JUDICIAL CENTRE

EDMONTON

DOCUMENT

FIRST REPORT OF THE TRUSTEE
IN THE MATTER OF THE BANKRUPTCY OF B.W.
RIG SUPPLY INC.



**ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT**

Counsel:

Duncan Craig LLP
Suite 2800
10060 Jasper Avenue
Edmonton, Alberta T5J 3V9

Attention: Darren R. Bieganek, Q.C.
Telephone: 780-441-4386
Facsimile: 780-428-9683
Email: dbieganek@dcllp.com

Trustee:

Deloitte Restructuring Inc.
1500 Manulife Place
10180 101 Street
Edmonton, Alberta T5J 4K1

Attention: Darren M. Crocker
Telephone: 780-421-3687
Facsimile: 780-421-3782
Email: dcrocker@deloitte.ca

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Introduction

1. On February 8, 2019 (the "**NOI Date**"), B.W. Rig Supply Inc. (the "**Company**") filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant s. 50.4(1) of the *Bankruptcy and Insolvency Act* ("**BIA**"). Deloitte Restructuring Inc. (the "**Trustee**") was appointed Licensed Insolvency Trustee.
2. The Company applied to the Court on March 7, 2019 (the "**First Extension Date**"), for its first extension of time for the Company to file a proposal to creditors. The Order provided for an extension to April 24, 2019 (the "**First Extension Deadline**"), and the stay of proceedings remained in place.
3. The Company applied to the Court on April 17, 2019 (the "**Second Extension Date**"), for its second extension of time for the Company to file a proposal to creditors. The Order provided for an extension to June 7, 2019 (the "**Second Extension Deadline**"), and the stay of proceedings remained in place.
4. The Company failed to file a proposal with the Official Receiver prior to the Second Extension Deadline and the Company was deemed bankrupt on June 8, 2019 (the "**Date of Bankruptcy**") and Deloitte Restructuring Inc. (the "**Trustee**") was appointed Licensed Insolvency Trustee.
5. Prior to its bankruptcy, the Company operated as an equipment supplier for the oil and gas industry, with locations in Leduc and Lloydminster, Alberta. The Company's sole director is Mr. Patrick Ross.

Notice to reader

6. In preparing this report, the Trustee has relied on unaudited financial information, the books and records of the Company, and discussions with the Company's management ("**Management**"), interested parties, and

stakeholders. The Trustee has not performed an independent review or audit of the information provided.

7. Certain of the information referred to herein consists of financial forecasts and/or projections. The financial forecasts included in this report are the responsibility of Management. Management's responsibility extends beyond ensuring that the individual assumptions used to prepare the financial forecasts are appropriate in the circumstances and to ensure that the assumptions as a whole are appropriate. While the Trustee has reviewed the information, the Trustee has not performed an audit or other verification of such information. The Trustee expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in the financial forecasts, or relied upon by it in reporting on the financial forecasts. Future oriented financial information included in this report is based upon Management's assumptions regarding future events. Actual results achieved may vary and these variations may be material.
8. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of this report.
9. All amounts included herein are in Canadian dollars unless otherwise stated.

Purpose of this report

10. The purpose of this first report of the Trustee (the "**First Report**") is to provide the Court with:
 - 10.1. information relating to the Trustee's activities to date;

- 10.2. information regarding the sales process relating to T & T Inspections and Engineering ("T & T") and to seek a Vesting Order.

Trustee's activities

11. Since the Date of Bankruptcy, the Trustee has performed the following activities:

- 11.1. Identified and secured all Company assets and undertaking;
- 11.2. provided statutory notices to creditors with respect to the calling of the first meeting of creditors (the "**Meeting of Creditors**");
- 11.3. responded to various inquiries from the Company's creditors;
- 11.4. initiated a sales process (the "**Sales Process**") with respect to T & T and initiated an auction process with respect to the Company assets.

T & T Sales Process

12. As discussed in above, the Trustee initiated a sales process relating to T & T. T & T was an unincorporated division of the Company and specialized in non-destructive testing and inspections, engineering, repair procedures, and the certification of equipment, assets and components in the oil and gas industry.
13. Subsequent to the Date of Bankruptcy, the Trustee received a number of calls from parties interested in acquiring T & T. As a result, and subject to the approval of the estate inspectors, the Trustee initiated the Sales Process with a deadline for bids at 12 o'clock pm on June 28, 2109. The rationale for the short timeframe for submission of bids was because T &

T's busy season commences in July and T & T's value would diminish the longer it remain inactive.

14. The Trustee advises that the first meeting of creditors was held on June 27, 2019 at 10:00 a.m. and that no estate inspectors were appointed.
15. The Trustee provided a summary of key information relating to T & T (the "**Teaser**") to eight companies that expressed interest in acquiring T & T. A copy of the Teaser is attached hereto as **Appendix "A"**. Those companies that were interested in obtaining a Sales and Information Package were required to execute a Confidentiality Agreement. We attach copies of the Confidentiality Agreement and the Sales and Information Package as **Appendix "B"** and **Appendix "C"** respectively.
16. The Trustee received two offers to purchase in the form of an Asset Purchase Agreement and after considering both offers, the Trustee has accepted the offer of Superior Buildings & Design Ltd. as it provided a greater recovery for the estate. A copy of the accepted offer is attached hereto as **Appendix "D"**. As contemplated in the Sales and Information Package, the Trustee is seeking a Vesting Order in relation to the T & T sale.
17. The Trustee advises the Court that there are no secured creditors or priority creditors which have an interest in the proceeds from the T & T sale.

Conclusion and recommendations

18. Notwithstanding the short timeframe for submission of bids, it is the Trustee's belief that the assets of T & T have been exposed to the market in such a manner as to ensure maximum return for the sale of T & T, while minimizing the negative impact of the T & T business being dormant for an extended period of time.

19. The Trustee respectfully recommends that this Honourable Court approve a Vesting Order for the sale of T & T to Superior Buildings & Design Ltd.

All of which is respectfully submitted this 4th day of July, 2019.

DELOITTE RESTRUCTURING INC.,
In its capacity as Licensed Insolvency Trustee
B.W. Rig Supply Inc. – in bankruptcy
And not in its personal capacity



Darren Crocker, CPA, CGA, CIRP, LIT
Senior Vice-President



Opportunity to Acquire NDE Inspection and Engineering Business

Based out of Leduc, Alberta, providing non-destructive testing and inspections, engineering, repair procedures, certification of equipment assets and components. The team members are registered with APEGA, APEGS, APEGBC, APEGM, and PEGNL. The business holds certifications with CGSB, CWB, Transport Canada and ISO.

Year founded	1992				
Financial Highlights (Unaudited)	2015	2016	2017	2018	2019 TTM
Total revenue	883,686	411,494	577,147	691,207	610,452
EBITDA	128,633	6,677	121,919	154,112	139,981

Investment Highlights	An investment will provide the new ownership group with:
	<ul style="list-style-type: none"> • A turnkey operation with long term employees and customer relationships built up over the past 27 years • A low overhead business that has yielded consistent profits in the past five years with an average annual EBITDA of approximately \$110,000. • High margins earned on fuel tank inspections, with minimal capital investment required to sustain profits. • Experienced and certified staff members who can perform a wide variety of inspection and engineering services, and are capable of maintaining the business's regulatory compliances and ISO certification. The status quo composition of the management team of the business unit does not require significant overhaul. • Goodwill from a record of great service and professionalism demonstrated by their inspectors. • Strong potential growth from regained financial stability under new ownership

Overview of process

Deloitte Restructuring Inc. ("Deloitte"), in its capacity as Licensed Insolvency Trustee of the estate of B.W. Rig Supply Inc. ("BW"), is marketing for sale all of the assets and operations (collectively, the "Assets") of the NDE inspections and engineering business of BW (known as T&T Inspections and Engineering) and soliciting offers with a bid deadline of June 28, 2019.

Prospective purchasers ("Bidders") will be provided a Sales Information Package ("SIP") upon execution of a Confidentiality Agreement ("CA"). The SIP provides information on the Business, the opportunity, and details of the process. Those Bidders that have executed a CA may be provided access to confidential information for further due diligence upon request. Bidders are invited to request a Confidentiality Agreement by contacting the below individuals (copy all contacts on correspondence):

Darren Crocker
Partner
+1 780 421 3687
dcrocker@deloitte.ca

Garrett Chan
Senior Manager
+1 780 421 3759
garrchan@deloitte.ca

Michael Rowley
Senior Associate
+1 780 421 3817
mirowley@deloitte.ca

CONFIDENTIALITY AGREEMENT

This Agreement made on the ___ day of _____, 2019

BETWEEN:

DELOITTE RESTRUCTURING INC., solely in its capacity as
Licensed Insolvency Trustee of the estate of
B.W. Rig Supply Inc. (the "Trustee")

- and -

_____ (the "Recipient")

WHEREAS B.W. Rig Supply Inc. (the "Company") was deemed bankrupt on June 8, 2019;

AND WHEREAS the assets and property of the Company have vested in the Trustee;

AND WHEREAS the Trustee is marketing for sale all of the property and assets of T&T Inspections and Engineering ("T&T"), a division of the Company;

AND WHEREAS the Trustee will grant the Recipient access to the Confidential Information on the terms set out herein;

NOW THEREFORE in consideration of the foregoing recitals, the provision of the Confidential Information by the Trustee or otherwise, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the Recipient), the Recipient covenants and agrees with the Trustee as follows:

1. In this Agreement:

"Affiliate" has the meaning attributed to it in the *Business Corporations Act* (Alberta);

"Agreement" means this agreement, as may be amended from time to time;

"Confidential Information" means all information concerning the assets, liabilities, undertakings and properties of the Company and T&T (the "Companies") furnished by the Trustee or any other party to the Recipient or any of its Representatives, regardless of the manner in which it is furnished or obtained by the Recipient or any of its Representatives and regardless of when it was provided to the Recipient or any of its Representatives, but does not include information that:

- (i) is already published or otherwise readily available to the public, other than by a breach of this Agreement;
- (ii) is rightfully received by the Recipient from a third party, except the Companies, not in breach of any obligation of confidentiality with the Trustee;

- (iii) is already known by the Recipient on a non-confidential basis prior to disclosure hereunder, as evidenced by the Recipient's written documentation;
- (iv) is independently created or developed by the Recipient or its Representatives who have not had access to or received any Confidential Information; or
- (v) is provided in compliance with applicable law or court order pursuant to the provisions of paragraph 6;

"Persons" includes all natural and artificial bodies, including without limitation individuals, corporations, partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations and commissions; and

"Representatives" means, in respect of any Person, such Person, such Person's Affiliates, its and their respective directors, officers, employees, agents, advisors (including, without limitation, financial advisors and legal counsel), prospective banks or other institutional lenders, and the directors, officers and employees of any such agents, advisors and lenders.

2. The Recipient has reviewed and understands the terms of this Agreement, agrees to comply with its terms, and agrees to receive and use the Confidential Information on a confidential basis in strict compliance with the terms of this Agreement.
3. The Trustee may provide Confidential Information, or a portion thereof, to the Recipient pursuant to and in accordance with the terms of this Agreement, at its sole and unfettered discretion.
4. The Recipient shall only use Confidential Information pursuant to and for the purposes of considering making an offer on the property and undertaking of the Companies, making an offer on the on the property and undertaking of the Companies, and in in connection with attendances on any meetings or Court applications in respect of the Companies.
5. The Recipient will protect the Trustee's interest in the Confidential Information and keep it strictly confidential. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Trustee. No interest, license or any right respecting the Confidential Information, other than as may be expressly set out herein, is granted to the Recipient under this Agreement by implication or otherwise. Except as otherwise specified herein, the Recipient will not directly or indirectly disclose in any manner whatsoever (including without limitation in any Court filing), publish, allow access to, transmit or transfer any Confidential Information to a third party without the Trustee's express prior written consent. The Recipient may disclose the Confidential Information to those of its Representatives who have a need to know the Confidential Information, and in such casethe Recipient will:
 - (a) prior to disclosing Confidential Information to any such Representative, issue appropriate instructions to such Representative to satisfy its obligations herein and obtain the Representative's agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement and to otherwise comply with the terms hereof; and

- (b) be responsible for all compliance of the provisions of this Agreement by its Representatives and responsible for any and all breaches of the terms of this Agreement by it and its Representatives.
6. If the Recipient is legally required by applicable law or legal process to disclose any Confidential Information, the existence of this Agreement or any of the terms hereof, the Recipient shall provide the Trustee with prompt reasonable notice of such request or requirement in order to enable the Trustee to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Trustee to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Trustee, such disclosure is required, the Recipient will use its best efforts to ensure that the disclosure will be afforded confidential treatment.
 7. The Confidential Information will not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without the express prior written consent of the Trustee. In the event that the Trustee permits to the Recipient or the Recipient's Representatives to make copies of the Confidential Information in any form, then upon the expiration or termination of this Agreement, or upon the earlier request of the Trustee, the Recipient and/or the Recipient's Representatives shall promptly return to the Trustee the copies of the Confidential Information and/or destroy the copies of the Confidential Information.
 8. This Agreement does not in any manner constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information, and the Recipient will not be entitled to rely on the accuracy or completeness of the Confidential Information. Neither the Trustee nor its Representatives will be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
 9. The Recipient acknowledges and agrees that neither the Trustee nor any of its Representatives will be under any legal obligation or have any liability to the Recipient of any nature whatsoever with respect to this Agreement.
 10. The Recipient will maintain and, upon request by the Trustee, promptly provide the Trustee a list containing the full name, title, location and function of each of its Representatives having access to the Confidential Information.
 11. The Recipient will indemnify and save harmless the Trustee and its Representatives from and against all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind, including without limitation all legal fees and costs on a solicitor and client full indemnity basis resulting from any breach of the Confidentiality or this Agreement by the Recipient or any of the Recipient's Representatives.
 12. The Recipient acknowledges the confidential nature and value of the Confidential Information and hereby agrees to abide by those duties and obligations that may arise on the part of the Trustee, in any manner, relating to the communication of Confidential Information to third parties.
 13. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

14. No failure or delay by the Trustee in exercising any right, power or privilege under this Agreement or otherwise will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or otherwise.
15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
16. This Agreement will enure to the benefit of and be binding upon the respective successors and assigns of the parties, and this Agreement may not be assigned by the Recipient.
17. The terms of this Agreement will expire 24 months after the date hereof, except that paragraphs 4, 5, 6, 7, 12, 17, 18, and 20 will continue in full force and effect for such further period of time as is permitted by law.
18. Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient thereof as follows:

(a) to the Trustee:

Deloitte Restructuring Inc.
1500, 10180 101 Street
Edmonton, AB T5J 4K1

Attention: Garrett Chan
E-mail: garrchan@deloitte.ca

Facsimile: 1-780-421-3782

(b) to the Recipient:

Attention: _____
E-mail: _____

or to such other address, individual or electronic communication number/address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic facsimile/mail, on the day of

transmittal thereof if given during the normal business hours of the recipient and on the day during which such normal business hours next occur if not given during such hours on any day.

- 19. The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or the Recipient's Representatives of any term or provision of this Agreement and that the Trustee will also be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach hereof, in addition to any other remedy available pursuant to this Agreement or at law or in equity, and the Recipient and the Recipient's Representatives will not oppose such actions taken by the Trustee. The Recipient further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.
- 20. This Agreement is governed by and will be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
- 21. For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Alberta, and the Court of Queen's Bench of Alberta, Judicial District of Edmonton, will have jurisdiction to entertain any action arising under this Agreement.
- 22. The parties may execute this agreement in counterpart and deliver it to the other by electronic transmission and, when all counterparts are taken together it shall constitute a single agreement, binding on all parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date set out above.

DELOITTE RESTRUCTURING INC., solely in its capacity as Licensed Insolvency Trustee of the estate of B.W. Rig Supply Inc.

Per: _____
Name:
Title:

[INSERT FULL NAME]

Per: _____
Name:
Title:



Sales and Information Package
T & T Inspections and Engineering

Private and confidential

June 2019

APPENDIX "C"

Notice and disclaimers

- This SIP has been prepared by the Trustee, solely in its capacity as Licensed Insolvency Trustee of the estate of B.W. Rig Supply Inc. In preparing this SIP, the Trustee has relied upon unaudited financial information prepared by BW's management, books and records, and discussions with its management. The Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants Canada Handbook. The Trustee expresses no opinion, representation, warranty or other form of assurance with respect to the completeness and accuracy of any financial and other information presented in this SIP, or relied upon by the Trustee in preparing this SIP.
- This SIP is being provided to Bidders, pursuant to the Sale Process for reference purposes only and to assist them in conducting their evaluation of the Assets and T & T. By receiving this SIP, or other information concerning the Sale Process and T & T, each Bidder accepts and acknowledges that:
 - The Trustee makes no representations or warranties as to the accuracy or completeness of the SIP and/or the Information and this SIP does not purport to be all inclusive or to necessarily contain all the information that a Bidder may require in connection with its investigation of T & T or its Assets;
 - The Trustee and its officers, directors and employees, make no representations or warranties and expressly disclaim any and all liability for any errors and/or omissions that may be contained in the SIP and/or the Information, or in any other written or oral communications transmitted to or received by the recipient and/or any Bidder in the course of its inspection and evaluation of T & T or its Assets, pursuing or proceeding in any way with respect to same, or in connection with the preparation of any offer in connection therewith;
 - In accordance with the terms of the CA executed by a Bidder, the Information being made available in this SIP or any other Information to be made available to the Bidder by the Trustee is to be kept confidential and upon the express understanding that it will be used only for the purposes set forth above and in the CA;
 - In all cases, the recipient hereof and any Bidder shall conduct its own due diligence at its own expense and risk; the Trustee is under no obligation to provide the Bidder with access to any Information about T & T or its operations;
 - The Trustee has not completed any review or verification of T & T's historical financial results, data, or projections. Any historical financial results, data, or projections referred to herein are based on assumptions, which are not always capable of objective verification or validation. To the extent that actual conditions vary from those projected, the results predicted can be expected to change. Such changes may be material; and
 - Under no circumstances shall any of BW's or T & T's directors, officers, customers, employees or former employees be contacted directly or indirectly: (i) to answer any questions regarding the Sale Process; (ii) to answer any questions regarding the possible acquisition of the Assets; or (iii) to request additional information regarding the contents of any of the Information previously obtained, without the prior written permission of the Trustee.
- This SIP and the Information contained herein, as well as any future information obtained in the course of any investigation and/or inspection of T & T and its Assets, is confidential and may not be copied, reproduced or distributed to any other persons external to the Bidder's organization at any time, except for the purposes of obtaining professional advice, and subject to the terms of the CA.
- This SIP shall not be deemed to be an indication of the current or future state of affairs of T & T, nor shall it constitute a representation that there has been no change in the business or affairs of T & T since the date of the SIP or since the date with respect to which the Information is relevant.
- The Trustee reserves the right to negotiate with one or more Bidders at any time and to enter into an exclusive transaction for the sale of the Assets without prior notice to Bidders or any other interested party. Also, the Trustee reserves the right not to sell the Assets and to terminate, at any time, further participation in the investigation and due diligence process by Bidders or any other party and to modify any data, documentation and other procedures relating to the proposed sale, without assigning any reason thereto.
- All currencies in this SIP are Canadian dollars, unless otherwise stated.

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Background

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- On June 8, 2019, B.W. Rig Supply Inc. ("**BW**") was deemed bankrupt and Deloitte Restructuring Inc. (the "**Trustee**") was appointed Licensed Insolvency Trustee. In its capacity as Trustee, the Trustee encloses herewith a Sales and Information Package ("**SIP**") with respect to the properties, assets, and undertakings of T & T Inspections and Engineering ("**T & T**"), an unincorporated division of BW.
 - The Trustee is marketing for sale all of the assets and operations (collectively, the "**Assets**") of T & T, soliciting offers, and negotiating such terms and conditions of a sale or sales (the "**Sale Process**") outlined herein. The Sale Process should not be construed as a sale by tender. For greater certainty, offers will be considered on an individual basis by the Trustee, as and when received, and nothing contained herein prevents the Trustee from accepting an offer prior to the Bid Deadline, or waiving or varying any of these terms and conditions. The highest or any offer may not necessarily be accepted. The Sale Process and the Trustee's acceptance of an offer made pursuant to the Sale Process will be conditional upon the Trustee obtaining any necessary approvals in BW's bankruptcy proceedings from the creditors, inspectors, and/or the Court.
 - Prospective purchasers ("**Bidders**" or "**Purchasers**") are invited to submit offers for the purchase of the Assets in accordance with the Sale Process. This SIP is provided to Bidders subject to the terms and conditions of a Confidentiality Agreement ("**CA**") and is not to be used by any other person without the express written consent of the Trustee. The deadline for the submission of binding offers is **12 pm (MST) on Friday, June 28, 2019 (the "Bid Deadline")**, in accordance with the Sale Process.
 - The Assets are being offered for sale on an "as is, where is" basis. Any Bidder will be asked as a condition of sale to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the Assets.
 - Those Bidders that have executed a CA pursuant to the Sale Process may be provided access to confidential information for further due diligence by contacting **Michael Rowley** by telephone at **780-421-3817** or by e-mail at **mirowley@deloitte.ca**.
-

Business profile

Company	T & T Inspections and Engineering ("T & T"), unincorporated division of B.W. Rig Supply Inc.	
Year founded	1992	
HQ/locations	Most recently operated out of an office in Leduc, Alberta, previously located in Nisku, Alberta. Services customers on-site across Western Canada from British Columbia to Manitoba.	
Operations	T&T specializes in non-destructive testing and inspections, engineering, repair procedures, certification of equipment assets and components. The team members are registered with APEGA, APEGS, APEGBC, APEGM, and PEGNL. T & T holds certifications with CGSB, CWB, Transport Canada and ISO. Due to BW's bankruptcy, T & T ceased operations on June 8, 2019. A successful transaction could result in a return to operations upon closing of a purchase.	
Employees	<ul style="list-style-type: none"> • Office Manager • NDE Manager • NDE Technician • Fuel Tank Inspector 	
TTM and 2018 Revenue and EBITDA (normalized)	2018	2019 TTM
	Total revenue	\$610,452
	EBITDA	\$139,964
Investment highlights	<p>An investment in T & T will provide the new owner with:</p> <ul style="list-style-type: none"> • A turnkey operation with long term employees and customer relationships built up over the past 27 years • A low overhead business that has yielded consistent profits in the past five years with an average annual EBITDA of approximately \$110,000. • High margins earned on fuel tank inspections, with low capital investment required to sustain profits. • Experienced and certified staff members who can perform a wide variety of inspection and engineering services, and are capable of maintaining the business's regulatory compliances and ISO certification. The status quo composition of the management team of the business unit does not require significant overhauls. • Goodwill from a record of great service and professionalism demonstrated by their inspectors. • Potential upside once T & T has regained financial stability and is separated from BW's bankruptcy proceedings 	

T & T service lines

Fuel tanks and inspections

- Type 1 & 2
- TC 44
- IBC (Transcube)

Crane and loaders

- Annual Inspections & Certifications

Well servicing and drilling equipment

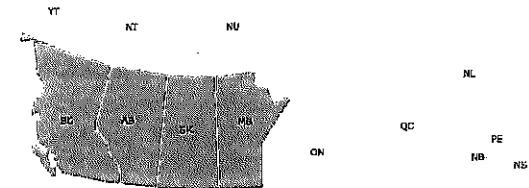
- Level IV Mast & Sub, Carriers
- Handling & Overhead Equipment

Engineering

- Finite Element Analysis
- Designs & Modifications
- Drafting

Testing solutions

- Magnetic Particle Inspection
- Liquid Penetrant Inspection
- Ultrasonic Inspection
- Hardness Tests
- Positive Material Identification (XRF + OES)
- Visual Inspection
- Arrange in table



Growth opportunities and prospects

Sales pipeline for 2019

- T & T is approaching their busy season starting July 2019. Management estimates they will perform up to another 1,000 fuel tank inspections this year. Expected revenues from the performance of these inspections are approximately \$250,000 to \$300,000 over the next six months.
- After recent completion of a contract with a large agriculture company that brought in over \$65,000 in the past year, T & T currently is in the process of securing another contract with another large agriculture company in southern Alberta. Management expects it would be able to secure the contract soon after closing of the Sale Process, and estimates the contract would bring another \$20,000 of additional revenue. T & T has already initiated a relationship by previously performing inspections for the customer.

Growth opportunities

- Potential for growth by accessing new markets outside the oil and gas industry in niche markets (e.g. ABSA, bottling, agricultural)
- Historically, T & T has found success in relationship building through the technical expertise of its employees as T & T's customer base has appreciated the technical background of T & T's staff. There exists a potential for growth of T & T through increased marketing efforts.
- Under a new owner with financial stability, recovery of lost market share due to BW's insolvency proceedings is possible. Management estimates that this potential is material to the business.

Diversified customer base and recurring revenue

- The business's revenue stream is relatively stable as T & T is not dependent on any one key customer. Recurring revenues arise from periodic inspections and certifications of tanks and overhead equipment, with re certification required every 1 to 3 years depending on the certification required.

Employees

Manager

- Employed with the company since June 1996
- Administrative operations, procedures, and policies
- Oversees the purchasing and payroll functions
- Prepares reports for inspections and engineering reports
- Customer quotes, job cost analysis, and invoicing
- Liason for customers and prepare monthly/annual inspection letters for customers

NDE Manager

- Employed with the company since February 2016
- Manages NDE inspectors and technicians
- Performs advanced inspections (UT, OES)
- Created a digital reporting system compliant with ASME
- Has grown T & T's business into non-traditional markets
- Create new and update fuel tank inspection procedures for Transport Canada
- Updated the ISO 9001 program of T & T from 2008 to 2015
- Acts as an SME to assist in changes to CSA B138 regarding fuel tanks and TDG regulations
- Certifications: CWB 2 (831.3, W47/59), CGSB UT2, MT2, PT2, XRF1, API 653, Confined Space, Fall Arrest, CSTS, AWP

NDE Technician

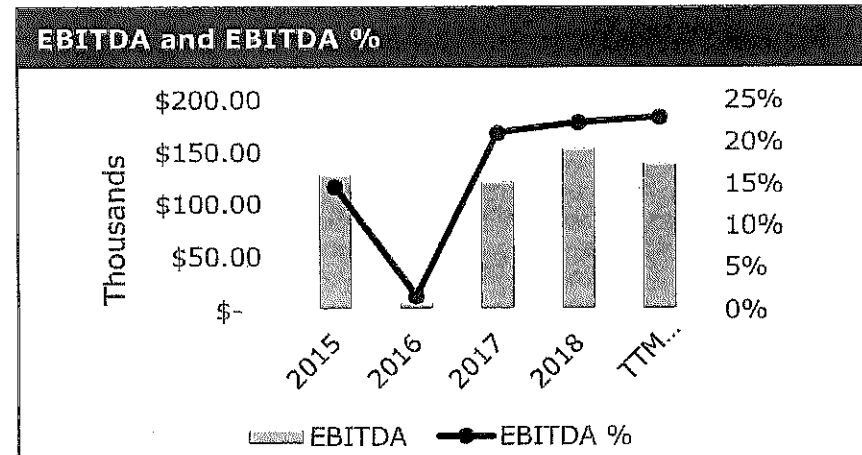
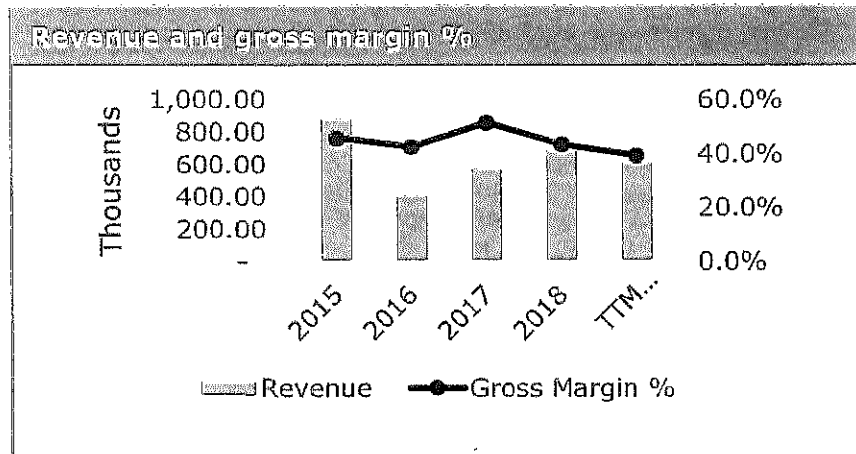
- Employed with the company since July 2018
- 20 years of industry experience
- Experienced in pipeline, structural, tanks, and vessel work
- Experienced with mobile cranes, TC44 and IBC tanks.
- Certifications: CGSB MT2, PT2, XRF1

Fuel Tank Inspector

- Employed with the company since June 2015
- Highly experienced in fuel tank inspections
- Trained on TC44's and IBC tanks
- Safety qualified for site inspections

* The purchaser of T & T would need to negotiate employment contracts with current staff members if they are to be retained.

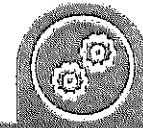
Financial overview



Income Statement					
Five Year Summary					
\$ Cdn					
	2015	2016	2017	2018	TTM 2019
Revenue	883,686	411,494	577,147	691,207	610,452
Cost of Sales	478,394	236,755	280,210	349,843	329,626
Gross Profit	405,292	174,739	296,937	341,364	280,826
Sales and Marketing	8,560	5,045	328	2,415	2,462
Office and Automation	24,751	16,967	29,480	33,255	28,854
Consulting and Professional	1,908	2,690	5,952	2,948	2,948
Admin and Employment	238,146	143,517	139,259	148,050	105,998
Bad Debt	3,294	(158)	-	583	583
Total General and Administration	276,659	168,061	175,018	187,252	140,845
EBITDA	128,633	6,677	121,919	154,112	139,981

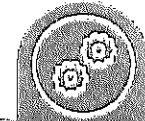
*normalized

Sale process



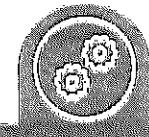
1. The Vendor is Deloitte Restructuring Inc. in its capacity as Licensed Insolvency Trustee of B.W. Rig Supply Inc. and not in its personal capacity.
2. The Vendor is inviting offers from Purchasers for the purchase of the assets of T & T Inspections and Engineering (the "**Assets**") pursuant to these Terms and Conditions of Sale. The Assets are comprised of: customer list and database, inspection tools and equipment, certifications, manuals, and generally the inspection business records of T & T.
3. Sealed offers marked "OFFER – T & T" shall be delivered to the Vendor at 1500 Manulife Place, 10180 – 101 Street NW, Edmonton, AB, T5J 4K1, Attention: Mr. Darren Crocker, so as to be in its hands by 12:00 pm MST on June 28, 2019 (the "**Bid Deadline**"). The Vendor reserves the right to conclude sale arrangements for the Assets prior to that date.
4. Every offer submitted shall be in writing in a form and content substantially similar to the Asset Purchase Agreement that will be provided to Bidders upon execution of a CA. Each offer shall be signed by the duly authorized officer(s) of the entity making the offer, shall contain the name and address of the Purchaser and shall be accompanied by a black-line showing all changes made to the form of Asset Purchase Agreement provided.
5. Each Purchaser shall, with its offer, deliver to Deloitte a certified cheque, bank draft or money order drawn on a chartered bank of Canada, credit union or a trust company payable to the Vendor in the amount of \$25,000. If an offer is accepted and approved, said cheque, bank draft or money order shall constitute a cash deposit and the successful Purchaser shall supply the remainder of the purchase price ("Purchase Price") together with monies referred to in clause 14 by certified cheque, bank draft or electronic wire transfer drawn on a Chartered Bank of Canada, credit union or trust company prior to closing.
6. By submitting an offer, the Purchaser acknowledges that it has inspected the Assets, that it is purchasing the Vendor's interest in the Assets on an "as is, where is" basis on the closing date (the "**Closing Date**") and that no representation, warranty or condition is expressed or implied as to title, description, fitness for purpose, existence, merchantability, conditions or quality thereof or in respect of any other matter or thing whatsoever. The Purchaser acknowledges and agrees that the Vendor is not required to inspect the Assets or any part hereof and each Purchaser shall be deemed, at its own expense, to have relied entirely on its own inspection and investigation. The Purchaser acknowledges that the Assets are offered as they exist on the Closing Date with no representations, warranty or condition as to any matter and with no adjustment to be allowed to either the Vendor or the Purchaser for any changes in the condition of the Assets from the date thereof until the Closing Date or for any other reason whatsoever. Furthermore, the Purchaser agrees to accept the Vendor's right, title and interest in the Assets, and acknowledges that, it shall be the Purchaser's own and sole responsibility to obtain and pay the cost of any consents, permits, licenses assignments, registration fees, attorney and agent fees, filing fees, issue fees or other authorizations and assignments necessary or desirable for the transfer of such right, title and interest, to the Purchaser or for the operation or use of the Assets.
7. The highest or any offer will not necessarily be accepted.

Sale process (cont'd)



8. The Vendor has no obligation to conclude a sale arising out of this process and it reserves the right and unfettered discretion to reject any offer.
9. If any offer is accepted by the Vendor, then such acceptance, be subject to any and all necessary creditor, inspector, and/or Court approvals, shall be communicated to the Purchaser by notice in writing sent by the Vendor to the Purchaser at the address set forth in its offer, such notice to be given by email, facsimile, prepaid registered mail, or personal delivery, and to be deemed effectively given and received when sent by email or facsimile or when deposited in the post office or when personally delivered, as the case may be. Personal delivery is meant to include delivery by commercial courier.
10. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Vendor in and to the Assets to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against, such claims and interests to attach to the net proceeds of the sale of the Assets (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), pursuant to an Order Approving Sale and Vesting Title made by the Court, upon the application of the Vendor, except to the extent otherwise set forth in the relevant Asset Purchase Agreement (the "APA") with a Purchaser.
11. If any offer is accepted by the Vendor, it shall be subject to any and all necessary creditor, inspector, and/or Court approvals prior to being binding on the Trustee. If such approval is necessary, then until such approval is obtained, the Trustee's obligations are limited to putting the applicable offer before the creditor, inspector, and/or Court for their consideration. If the creditor, inspector and/or Court does not approve the applicable Offer, or the Court vacates, stays, sets aside or varies any Order approving the applicable offer for any reason whatsoever, then the Trustee will not be liable to the party putting forward the offer, or any other person in any way whatsoever.
12. The Purchaser shall pay at Closing Date, in addition to the Purchase Price, all applicable federal and provincial taxes unless the Purchaser produces an exemption certificate.
13. The Vendor will deliver to the Purchaser such bills of sale, assignments and other conveyancing documents that the Vendor, acting reasonably, considers necessary to convey to the Purchaser the Vendor's right, title and interest, to the Assets, without representations or warranties of any kind.
14. The Vendor's right, title and interest in the Assets shall not pass to the Purchaser until the Closing Date.
15. The Assets shall be in the possession, and remain at the risk of the Vendor until the Closing Date. From and after the time of closing, the Assets shall be at the risk of the Purchaser.
16. Insurance will remain the responsibility of the Vendor up to and including the Closing Date.
17. The acceptance of any offer shall not be assigned by the Purchaser to any third party without the written consent of the Vendor and such consent shall not be unreasonably withheld.
18. The APA shall enure to the benefit of and be binding upon the parties hereto, and their respective authorized heirs, executors, administrators, successors or assigns as the case may be.

Sale process (cont'd)



19. If the Purchaser fails to comply with any provision of the provisions contained herein, the deposits and all other payments made in connection with the Purchase Price shall be forfeited as liquidated damages.
 20. Payments accompanying an offer that is not accepted by the Vendor shall be returned to the Purchaser by prepaid registered letter or by commercial courier addressed to the Purchaser at the address given in its offer. No interest shall be payable by the Vendor to such Purchaser.
 21. No Purchaser shall be at the liberty to withdraw or countermand an offer once made and, if the offer is withdrawn by the Purchaser before it is accepted by the Vendor, then the deposit accompanying the offer will be forfeited to the Vendor as liquidated damages.
 22. The Vendor shall not be required to produce any abstract of title, title deeds or documents or copies thereof or any evidence as to title, other than those in its possession.
 23. Asset listings, information packages, and other material concerning the Assets or the sale thereof provided by or on behalf of the Vendor have been prepared solely for the convenience of the Purchasers and are not warranted or represented to be complete or accurate and are not part of the Terms and Conditions of Sale. The descriptions of the Assets are for purposes of identification only and no condition, warranty, or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning those descriptions.
 24. Any term or condition herein or in the advertisement, if any, may, in the Vendor's sole discretion, be waived by it, in whole or in part.
 25. All stipulations as to time are strictly of the essence.
 26. Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser, or their respective solicitors. Money may be tendered by bank draft certified cheque or electronic wire transfer drawn on a chartered bank or Canada, credit union or a trust company.
 27. The Vendor shall have no personal or corporate liability under the APA, or the advertisement, if any, of these Terms and Conditions of Sale.
 28. The Vendor shall not be required to pay any finder's fee, commission, expense or other compensation to any agents, consultants, advisors or other intermediaries of any prospective Purchaser under any circumstance unless agreed to separately and in writing.
 29. At any time during this process, the Vendor may apply to the Court for advice and directions with respect to the discharge of its powers and duties hereunder.
 30. The laws of the Province of Alberta shall govern these Terms and Conditions of Sale. The Vendor and any Purchaser agree that the Court shall have the exclusive jurisdiction to determine any and all disputes under these Terms and Conditions of Sale and the Vendor and any Purchaser hereby attorn to the exclusive jurisdiction of the Court.
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") effective made as of June 28, 2019.

BETWEEN:

Superior Buildings & Design Ltd,
(the "Purchaser")
Mike McAllister for nominee

AND:

Deloitte Restructuring Inc., in its capacity as trustee in bankruptcy of B.W. Rig Supply Inc.
(the "Seller")

WHEREAS:

- A. The Seller was appointed as the trustee in bankruptcy of B.W. Rig Supply Inc. (herein referred to as the "Company" or the "Debtor") pursuant to the *Bankruptcy and Insolvency Act* on June 8, 2019;
- B. The Seller desires to sell or otherwise transfer to the Purchaser and the Purchaser desires to purchase from the Seller the right, title and interest of the Seller, in the Transferred Assets.

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

ARTICLE 1
DEFINITIONS

1.1 Certain Defined Terms

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

"Agreement" means this asset purchase agreement including all exhibits and schedules and all amendments or restatements, as permitted.

"Assumed Liabilities" has the meaning specified in Section 2.5.

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

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

"**Closing Date**" has the meaning specified in Section 2.6.

"**Closing Documents**" means the documents referred to in Sections 10.1 and 10.2 hereof.

"**Court**" means the Court of Queen's Bench of Alberta.

"**Documents**" shall have the meaning specified in Section 14.4.

"**Environmental Legislation**" means any federal, provincial or other jurisdictional legislation, statute, regulation or rule of law or equity respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Environmental Protection and Enhancement Act* (Alberta), the *Canadian Environmental Protection Act*, the *Water Act* (Alberta), the *Climate Change and Emission Management Act* (Alberta) and the *Dangerous Goods Transportation and Handling Act* (Alberta), or any regulations under such legislation.

"**Excluded Assets**" means those assets set out on Schedule 1.1.

"**GAAP**" means generally accepted accounting principles recommended, from time to time, in the Handbook of the Canadian Institute of Chartered Accountants.

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

"**Initial Deposit**" means the amount paid pursuant to Section 2.2(a).

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

"**Financed Assets**" means those assets set out on Schedule 2.1(c).

"**Losses**", in respect of any matter, means all losses, claims, demands, proceedings, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and

disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter.

"Permitted Encumbrances" means the Permitted Encumbrances listed in Schedule 2.1(a);

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

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

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

"Transferred Assets" has the meaning specified in Section 2.1(b), but for clarity excludes the Excluded Assets.

"Vesting Order" means an Order approving sale and vesting title granted by the Court approving this Agreement and conveying to the Purchaser title to the Transferred Assets. ✓

1.2 Certain Rules of Interpretation

In this Agreement:

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

- (f) Time Periods - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.
- (g) GAAP - all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with GAAP.

1.3 List of Schedules

The following Schedules are incorporated in and form an integral part of this Agreement:

Schedule 1.1	-	Excluded Assets
Schedule 2.1(a)	-	Permitted Encumbrances
Schedule 2.1(b)	-	Transferred Assets
Schedule 2.1(c)	-	Financed Assets
Schedule 2.2	-	Assumed Liabilities
Schedule 2.3	-	Allocation of Cash Portion of Purchase Price

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 The Transferred Assets

Subject to the terms and conditions of this Agreement, on the Closing Date the Seller shall sell, transfer, assign and convey to the Purchaser all of the right, title and interest of the Seller, in and to the assets included in Schedule 2.1(b) (collectively, the "Transferred Assets"), free and clear of all encumbrances, claims, liabilities or obligations, including all claims of the Canada Revenue Agency ("CRA") and of creditors of the Debtor, subject only to Permitted Encumbrances and the Assumed Liabilities assumed by the Purchaser pursuant to Section 2.5. The parties acknowledge and agree that the Seller shall deliver the Transferred Assets to the Purchaser effective on the Closing Date by permitting the Purchaser to take possession of the Transferred Assets. The Seller shall not be required to consolidate such assets in any one location.

2.2 Purchase Price

The aggregate purchase price (the "Purchase Price") payable by the Purchaser to the Seller in consideration of the transfer of the Transferred Assets shall be \$ ~~3,750,000~~ plus all applicable

\$33,750 ✓

Taxes, subject only to the closing adjustments described in this Agreement. The Purchase Price will be satisfied by the Purchaser as follows:

- (a) the payment of \$ 25,000 as an initial deposit (the "Initial Deposit") which shall be paid to the Seller upon the execution of this Agreement and shall be dealt with in accordance with Section 2.3; and
- (b) as to the balance, by payment on the Closing Date by wire transfer, money order, certified cheque or bank draft (the "Closing Cash Payment") as adjusted pursuant to Article 2.7 hereof.

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

2.3 Deposits

The Initial Deposit shall be provided by the Purchaser to the Seller and held by the Seller's solicitor, Duncan Craig LLP, in trust, and shall be:

- (a) forfeited to the Seller on account of liquidated damages in the event that the Closing does not occur on or before the Closing Date by reason of the Purchaser's breach of its obligations hereunder;
- (b) in the event the Closing occurs on or before the Closing Date, applied toward the Purchase Price in accordance with Section 2.2; or
- (c) otherwise returned to the Purchaser, including if the Vesting Order is not obtained from the Court, or is permanently stayed, dismissed or reversed on an appeal as at the Closing Date;

2.4 Allocation of the Cash Portions of the Purchase Price

The Initial Deposit and the Closing Cash Payment all be allocated among the Transferred Assets as set forth in Schedule 2.3.

2.5 Assumption of Liabilities

The Purchaser shall assume, at Closing, and will pay, satisfy, discharge, perform and fulfil, as the same shall become due, only the liabilities and obligations of the Seller set out in Schedule 2.2 (the "Assumed Liabilities") arising and becoming due from and after the Closing Date. The Purchaser shall

not assume or be responsible for any liability or obligation of the Seller other than the Assumed Liabilities and any other liability or obligation expressly assumed by the Purchaser upon completion of the transaction contemplated in this Agreement.

For greater clarity, but without reducing the generality of the foregoing, the Vesting Order obtained from the Court shall transfer and convey to the Purchaser all of the right, title and interest in and to the Financed Assets in Schedule 2.1(c) free and clear of all encumbrances, claims, liabilities or obligations related to such applicable secured creditors and CRA, as applicable.

2.6 Closing Date

Upon the terms and subject to the conditions of this Agreement, the sale, transfer, conveyance and assignment of the Transferred Assets as contemplated by this Agreement shall take place on or before 10th day following the granting of the Vesting Order, and shall be held at the offices of the Seller's solicitors at 10:00 a.m. Edmonton time or at such other place or at such other time or on such other date as the Seller and the Purchaser may mutually agree upon in writing (the "Closing Date").

2.7 Adjustments

If it is determined, on or prior to Closing, that certain Assets forming part of the Transferred Assets are not available to form part of the transaction contemplated by this Agreement as at the Closing Date, then the Purchase Price contemplated in Article 2.2 shall be reduced by the specific value allocated to such item or items in Schedule 2.3. For the purposes of this Article, a Transferred Asset will be "available" if it:

- (a) has not been removed from the control of the Seller by any means or process, including without limitation seized and removed by a third-party creditor; and
- (b) is included within the scope of the Vesting Order granted by the Court.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

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

3.1 Authorization

The Seller has, or will have after obtaining the Vesting Order, all necessary authority to execute and deliver this Agreement and all other documents and instruments contemplated herein or therein to which it is or will be party and to perform its obligations hereunder and thereunder.

3.2 Seller Resident of Canada

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser represents and warrants to the Seller as follows:

4.1 Organization

The Purchaser is duly incorporated, validly existing and in good standing under the Laws of the Province of Alberta.

4.2 Authorization

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

4.3 Execution and Delivery

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

4.4 Validity, Etc.

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

4.5 Resident

As at the Closing Date, the Purchaser is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada).

ARTICLE 5 ACKNOWLEDGEMENTS BY PURCHASER

5.1 "As Is, Where Is"

Except as expressly provided herein, the Purchaser acknowledges that the Transferred Assets are purchased on an "as is, where is" basis and without any representation or warranty of any kind and that it has inspected the Transferred Assets and will accept the same on the Closing Date in their state, condition and location existing as of the date of this Agreement, reasonable wear and tear excepted. For greater certainty the Purchaser acknowledges that, except as expressly provided herein, the Seller makes no representation, warranty or condition, whether statutory including under the *Sale of Goods Act* (Alberta), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise in this Agreement or in any instrument furnished in connection with this Agreement as to title, outstanding liens, description, fitness for purpose, merchantability, acreage or workable acreage, condition, quality, value, suitability, durability, compliance or non-compliance with environmental rules, regulations or legislative provisions, zoning, or site plan requirements or marketability thereof or in respect of any other matter or thing whatsoever including, without limitation, the right, title and interest of the Seller, if any, therein and wherever all or part of the Transferred Assets are situate. The Purchaser shall be deemed to have relied entirely on its own inspection and investigation in proceeding with the transaction contemplated hereunder. The Purchaser confirms that it has relied entirely on its own inspection, due diligence and investigation in preparing and finalizing the Schedules attached hereto and acknowledges that, except as expressly provided herein, the Seller has made no representations as to the accuracy and completeness of the Schedules.

5.2 Environmental Condition

Without limiting the generality of Section 5.1, the Purchaser:

- (a) acknowledges that the Seller makes no representations or warranties, whatsoever, as to the existence or non-existence of urea formaldehyde insulation, asbestos, PCB's, radium, radon or radon progeny, or any other substances, liquids or materials, whether hazardous or toxic or not, which are or which may constitute on their own or together in combination with any other substance, contaminants or pollutants of any environment, including the natural environment. The Seller specifically makes no representation regarding the compliance of the Transferred Assets with any Environmental Legislation, whether federal,

provincial or municipal or with respect to any rule, regulation, covenant or agreement whether statutory or non-statutory;

- (b) agrees to indemnify the Seller and hold the Seller harmless from and against all losses, costs, damages, expenses and costs (including legal fees calculated as between a solicitor and own client with a right to full indemnity) which the Seller may sustain, incur be or become liable for by reason of or arising from anything done by the Purchaser in relation to the Transferred Assets in contravention of Environmental Legislation or other Law including, without limitation, any clean-up, de-commissioning, restoration or remediation of the Transferred Assets;
- (c) hereby remises, releases and forever discharges the Seller and each of its respective affiliates, directors, officers, agents, employees and shareholders (in this Section collectively called the "Releasee") of and from any and all liability, claim, demand, obligation, cause of action, remediation, cost recovery action, investigation, proceeding, order, violation, damage, loss, cost, expense, judgment, penalty, or fine asserted by any party (including, without limitation, any private party or Governmental Authority) arising out of or relating to Environmental Laws or environmental liabilities, including without limitation, any cost of managing, removing, remediating or disposing of any contaminants, as well as any liability, cost or expense whatsoever relating to any enforcement actions, orders, cost recovery actions or remedial actions related to any environmental liabilities or contaminants, except to the extent arising out of intentional misconduct of any of the Releasees and in such case only with respect to the Releasee in question, and the Purchaser hereby waives any and all such rights that the Purchaser now has or will have as against the Releasees or any of them, except to the extent arising out of intentional misconduct of any of the Releasees and in such case only with respect to the Releasee in question;
- (d) agrees with the Seller that the Purchaser accepts responsibility respecting liability for any contamination and required remediation of any of the Transferred Assets arising following the Closing Date.

Without limitation to any other provision of this Agreement, the provision of this Section 5.2 shall not merge on, but shall survive, the Closing.

**ARTICLE 6
COVENANTS OR APPROVALS**

6.1 Covenants or Approvals

Notwithstanding any other provision of this Agreement, the Purchaser acknowledges that the Seller shall have no obligation to obtain any consent which may be required for the assignment of any contract, lease (including without limitation any premises leased by the Debtor, if any) or other agreement respecting any of the Transferred Assets which are the subject matter of this Agreement including, without restriction, the obtaining of any authorization, approval or consent of any landlord or Governmental Authority, and that it shall be the sole responsibility of the Purchaser, at the Purchaser's sole expense, to obtain any necessary consents or approvals and to make any necessary payments in relation thereto. The obtaining of such consents or approvals shall not, in any manner, be a pre-condition to the completion of or effect or limit the Purchaser's obligations to complete the within transaction provided that the Seller shall, where necessary, cooperate with the Purchaser in a commercially reasonable manner to assist the Purchaser in obtaining any such consents or approvals.

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

7.1 Vesting Order

The obligation of both the Seller and the Purchaser to complete the transaction contemplated herein is conditional upon the Seller obtaining the Vesting Order, and the Vesting Order not having been permanently stayed, dismissed, or reversed on appeal as at the Closing Date.

The Purchaser acknowledges and agrees that the Seller's obligations in connection with this Agreement, until it is approved by the Court, are limited to putting this Agreement before the Court. Thereafter, the Seller is subject to the jurisdiction and discretion of the Court respecting any Order or Orders the Court may make regarding the Transferred Assets. The Purchaser must make the Purchaser's own arrangements to support this Agreement in Court.

If the Court does not approve this Agreement, or vacates, sets aside or varies any Order approving this Agreement for any reason whatsoever (except any willful misconduct of the Seller), then the Seller will not be liable to the Purchaser or any other person in any way whatsoever, in connection therewith.

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

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

8.1 Due Diligence Completed

The Purchaser confirms to the Seller that upon the execution of this Agreement:

- (a) it has completed its due diligence in respect of the Transferred Assets and has satisfied itself as to the state, condition and location of the Transferred Assets;
- (b) it has completed its due diligence in respect of any and all inspection documents in respect of the Transferred Assets, including without limitation any and all applicable surveys, real property reports, compliance certificates, certificates of title, service contracts, service records, financial statements, leases and records, arrears reports, appraisals, feasibility studies and environmental reports related the Transferred Assets and any premises upon which they are located, including any premises leased or formerly leased by the Debtor;
- (c) it has reviewed leasehold interests affecting the Transferred Assets; and
- (d) it has completed a building inspection at the Purchaser's sole expense;

and is ready, willing and able to complete the Purchase and Sale as contemplated herein.

8.2 Representations and Warranties

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

8.3 Performance

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

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

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

9.1 Representations and Warranties

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

9.2 Performance

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

**ARTICLE 10
CLOSING MATTERS****10.1 Seller's Closing Documents**

Within a reasonable period of time prior to the Closing Date, the Seller's solicitor will deliver to the Purchaser's solicitor, on reasonable trust conditions consistent with the terms of this Agreement and the terms of the Vesting Order, to be dealt with only in accordance with the Seller's solicitor's trust conditions:

- (a) A statement of adjustments created by the Seller, if necessary;
- (b) a certified copy of the Vesting Order;
- (c) a Trustee's Certificate, if one is provided for in the Vesting Order;
- (d) such documents necessary or desirable in the Seller's opinion, acting reasonably, to effect the assignment, transfer and sale of the Transferred Assets as contemplated by this Agreement, to the extent not effected by the Vesting Order, in form and substance satisfactory to the Purchaser, acting reasonably.

10.2 The Purchaser's Closing Documents

On the Closing Date, and in accordance with the Seller's solicitor's trust conditions, the Purchaser shall deliver the following to the Seller's solicitor subject only to any undertakings given by the Seller's solicitors:

- (a) a copy of the statement of adjustments signed by the Purchaser, if necessary
- (b) payment of the balance of the Purchase Price pursuant to Section 2.2;
- (c) proof of insurance in respect of the Transferred Assets;
- (d) proof of WCB coverage;

- (e) an indemnity agreement in respect of any damage or destruction caused to the lands or other property during the demobilization, transportation and/or removal of the Transferred Assets;
- (f) evidence of the receipt of those consents obtained by the Purchaser prior to the Closing, together with any other consents, approvals and authorizations contemplated by Article 6 obtained by the Purchaser, if any; and
- (g) such other documents as may be requested by the Seller, acting reasonably.

ARTICLE 11 ADDITIONAL AGREEMENTS

11.1 Confidentiality - Purchaser

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

11.2 Removal of Transferred Assets and Site Clean-Up

The Purchaser shall be solely responsible for the cost of demobilizing, transporting and removing the Transferred Assets from their current locations and all clean up and repair costs required as a result of or associated with the demobilization, transportation and removal of the Transferred Assets from their current locations.

11.3 Disclosure of Information

Without limiting the generality of Section 11.1, the Purchaser acknowledges and agrees that in the course of the Purchaser's due diligence in respect of the Transferred Assets, the Purchaser may request and the Seller may disclose certain personnel records and other information related to Transferred Assets and/or the Business that may include "personal information" (the "Personal Information") as defined in and subject to the Alberta *Personal Information Protection Act* ("PIPA"). For the purposes of Section 20 of PIPA:

- (a) the Purchaser hereby confirms to the Seller that the Personal Information that the Purchaser may hereafter request in the course of its due diligence is necessary in order for the Purchaser to determine whether to proceed with the proposed purchase of the Transferred Assets; and
- (b) the Purchaser hereby covenants and agrees that:
 - (i) prior to Closing, any Personal Information that the Seller discloses to the Purchaser shall be used by the Purchaser solely for purposes related to its due diligence and its proposed purchase of the Transferred Assets, and the Purchaser shall not disclose or otherwise make available any of the Personal Information to any Person except employees, directors, officers and professional advisors of the Purchaser with a need to know for the purposes of such due diligence and proposed purchase;
 - (ii) if the proposed purchase of the Transferred Assets does not proceed or is not completed, the Purchaser will destroy or return to the Seller all of the Personal Information disclosed to the Purchaser by the Seller in accordance with the Seller's instructions and/or pursuant to the Confidentiality Agreement; and
 - (iii) if the proposed purchase of the Transferred Assets is completed: (i) the Purchaser shall only use or disclose the Personal Information for the same purposes for which it was collected, used or disclosed by the Seller, or as otherwise permitted by and in accordance with PIPA; and (ii) the Purchaser shall notify the individuals who are the subject of the Personal Information that the purchase of the Transferred Assets has taken place and that their Personal Information was disclosed to the Seller.

ARTICLE 12 INDEMNIFICATION

12.1 Survival of Representations and Warranties

All representations and warranties in Article 3 and Article 4, as given at the date hereof and restated at the Closing as provided for in Article 8 or Article 9, or in any instrument or document furnished in connection with this Agreement or the transaction contemplated hereby, shall survive the closing of the transaction contemplated herein and, notwithstanding any investigation at any time made by or on behalf of any party, continue in full force and effect for a period of 6 months from the Closing, provided that a claim for any breach of the representations and warranties contained in this Agreement, or in any instrument or document furnished in connection with this Agreement or the transaction contemplated hereby, that involves fraud or fraudulent misrepresentation may be made at any time following the Closing, subject only

to applicable limitation periods imposed by Law and in respect of any claims against the Seller, subject to leave of the Court. All covenants and agreements contained herein shall survive until fully performed in accordance with their terms.

12.2 Purchaser's Indemnification of the Seller

In addition to the indemnity contained in Section 5.2(b), the Purchaser shall indemnify, defend and hold harmless the Seller and its officers, directors, employees, agents and shareholders, and their respective successors and assigns from and against all Taxes payable in connection with the purchase and sale of the Transferred Assets.

ARTICLE 13 TERMINATION

13.1 Termination

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

- (a) by mutual written consent of the Purchaser and the Seller;
- (b) by the Purchaser or the Seller if any court of competent jurisdiction or other Governmental Authority shall have issued an order, decree or ruling, or taken any other action specifically restraining, enjoining or otherwise prohibiting the transaction, as a whole, contemplated hereby, which order, decree, ruling or other action is not stayed or dismissed prior to the Closing Date;
- (c) Subject to Section 2.6, by the Purchaser or the Seller if the Closing does not occur by the Closing Date; or
- (d) by the Purchaser or the Seller if the conditions contained in Article 8 and Article 9, respectively, are not satisfied or waived prior to the applicable date for satisfaction of such conditions.

13.2 Effect of Termination

Notwithstanding the termination and abandonment of this Agreement pursuant to Section 13.1, the provisions of Article 11 of this Agreement shall survive and the provisions of Section 2.3 shall apply with respect to the Initial Deposit. Nothing in this Article 13 shall relieve any party to this Agreement of liability for breach of this Agreement.

**ARTICLE 14
MISCELLANEOUS**

14.1 Risk of Loss

Up to the time of the Closing, the Transferred Assets shall be and remain at the risk of the Seller, and it shall obtain and keep in full force and effect, at the Seller's expense, insurance on the Transferred Assets to the Closing Date. If, prior to the time of the Closing, all or any material part of the Transferred Assets are destroyed or damaged by fire or any other casualty or shall be expropriated, the Seller shall have the first option to elect to terminate this agreement exercisable within 20 Business days from the date of such destruction, damage, casualty or expropriation by providing written notice (the "Destruction Notice") thereof to the Purchaser and, upon such notice being given, this Agreement shall terminate and be of no further force or effect (save and except the provisions of Article 11) and the Seller shall return the Initial Deposit to the Purchaser. Thereafter, the Purchaser shall have the option, exercisable by notice in writing given within 5 Business Days of the later of the Purchaser receiving notice in writing from the Seller of such destruction, damage, casualty, or expropriation of the Destruction Notice:

- (a) to complete the purchase without reduction of the Purchase Price, in which event the Initial Deposit shall be applied to the Purchase Price, in accordance with Section 2.2, and all proceeds of insurance or compensation for expropriation shall be payable to the Purchaser and all right and claim of the Seller to any such amounts not paid by the time of the Closing shall be assigned by the Seller to the Purchaser; or
- (b) of terminating this Agreement and not completing the purchase, in which case all obligations of the Purchaser and the Seller hereunder, other than those pursuant to Article 11, shall terminate and the Initial Deposit shall be returned to the Purchaser.

14.2 Notices

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

If to the Purchaser:

Blair Corbett

blair@superiorbuildings.ca

If to the Seller:

Deloitte Restructuring Inc.
1500, 10180 101 Street
Edmonton, AB T5J 4K1

Attention: Darren Crocker / Garrett Chan
E-mail: dcrocker@deloitte.ca /
garrochan@deloitte.ca

Facsimile: 1-780-421-3782

- with copy to -

Duncan Craig LLP
2800 Scotia Place
10060 Jasper Ave
Edmonton, AB T5J 3V9

Attention: Darren R. Bieganeck, Q.C./ Ryan F.
Quinlan
Facsimile No.: (780) 969 6381
Email: dbieganeck@dcllp.com /
rquinlan@dcllp.com

All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party in accordance with this Section 14.2, (ii) if made by facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, or (iii) if sent by overnight courier with guaranteed next day delivery, on the next Business Day following the day such notice is delivered to the courier service.

14.3 Further Assurances

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

14.4 Entire Agreement

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

Documents shall affect, or be used to interpret, change or restrict, the express terms and provisions of the Documents.

14.5 Modifications and Amendments

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

14.6 Waivers and Consents

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

14.7 Assignment

Subject to the following sentence, no party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. The Purchaser may assign its rights under this Agreement to any affiliate(s) of the Purchaser prior to the application for the Vesting Order and may assign its rights under this Agreement with respect to the other Transferred Assets upon three days prior written notice to the Seller, provided that no assignment will release the Purchaser from its obligations under this Agreement.

14.8 Parties in Interest

This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other

person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

14.9 Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the Laws of Alberta and the federal laws of Canada applicable therein.

14.10 Jurisdiction and Service of Process

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

14.11 Interpretation

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

14.12 Headings and Captions

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

14.13 Enforcement

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

14.14 Expenses

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

14.15 Counterparts

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

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

Deloitte Restructuring Inc., in its capacity as trustee in
bankruptcy of B.W. Rig Supply Inc.

Per: 

Name: _____


Title: Senior Vice President

Superior Building & Design Ltd

Per: 

Name: Blair Corbett

Title: President


Mike McAllister

SCHEDULE 1.1

Excluded Assets

"Excluded Assets" means all rights, interests and assets of the Seller and Debtor, other than the Transferred Assets, including without limitation:

- (a) all cash, amounts on deposit or in possession of any bank or other depository institution, term deposit, and similar cash property of the Debtor or the Seller;
- (b) amounts due to the Debtor or the Seller as of the Closing Date;
- (c) all financial and corporate records of the Debtor or the Seller;
- (d) all of the Debtor or the Seller correspondence and other materials, including without limitation correspondence to and from the Seller's legal counsel;
- (e) accounts, valuations and any other records or reports generated by the Debtor or the Seller as a result or in the context of the administration of the bankruptcy of the Debtor;

SCHEDULE 2.1

Permitted Encumbrances

SCHEDULE 2.1(b)

To the extent the Seller has the authority, ^{Transferred Assets} the seller will assign the ^{DL}
1. ~~Assignment~~ of right, title, interest and/or
email address, phone number, ^{DL}
fax number, and electronic website ^{5/22/19}

2. Transfer full use of name T&T Inspection
Ltd or discontinuous use of name or
consent to use T&T Inspections by
Trustee.

3. All tools and inspection equipment
belonging to T&T Inspections Ltd
including cabinets

4. All computers, software programs
owned by T&T Investments Ltd
if any.

SCHEDULE 2.2

Assumed Liabilities

"Assumed Liabilities" means:

- (a) all liabilities and obligations to third parties with respect to the Transferred Assets, and
- (b) all obligations to third parties under Permitted Encumbrances.

No vehicles

SCHEDULE 2.3

Allocation of Cash Portion of Purchase Price