Deloitte.

VANCOUVER
JUN 25 2026
REGISTRY

NO. S-260413
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

COLUMBIA NATIONAL STEEL PRODUCTS INC. AND WESTUD STEEL PRODUCTS LTD.

RESPONDENTS

SECOND REPORT OF THE COURT-APPOINTED RECEIVER OF COLUMBIA NATIONAL STEEL PRODUCTS INC. AND WESTUD STEEL PRODUCTS LTD.

DATED JUNE 25, 2026

PREPARED BY DELOITTE RESTRUCTURING INC.

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INTRODUCTION

1) Pursuant to an Order of the Supreme Court of British Columbia made on March 4, 2026 (the "**Receivership Order**"), which became effective on April 7, 2026 (the "**Date of Receivership**"), Deloitte Restructuring Inc. ("**Deloitte**") was appointed as Receiver and Manager (the "**Receiver**"), without security, of all of the assets, undertakings and property (the "**Property**") of Columbia National Steel Products Inc. ("**Columbia**") and Westud Steel Products Ltd. ("**Westud**" and together with Columbia, the "**Debtors**").

2) The Court proceedings in which the Receiver was appointed are referred to herein as the "**Receivership Proceedings**".

3) The Receivership Order was made on application by the Bank of Montreal ("**BMO**") who holds a registered security interest in all of the Debtors' present and after-acquired personal property pursuant to general security agreements related to BMO credit facilities and various lease agreements (the "**BMO Security**"). The indebtedness owing to BMO totaled approximately $1.7 million as at November 10, 2025 in respect of Westud and approximately $4.1 million as at September 4, 2025 in respect of Columbia (collectively, the "**BMO Debt**").

4) The Receiver's independent legal counsel, Lawson Lundell LLP ("**Lawson**"), has reviewed the BMO Security and concluded that, subject to customary qualifications and assumptions, the BMO Security is valid and enforceable and that BMO has taken the necessary steps to perfect its security interests as against third parties (the "**Security Opinion**").

5) On May 4, 2026, the Receiver issued its first report to Court (the "**First Report**"). The First Report was filed to, among other things, provide the Court with an overview of the Debtors and their assets and liabilities, the Receiver's activities, the conduct of the principals of the Debtors, the Receiver's marketing activities and proposed sales process in respect of the Debtors assets (the "**Sale Process**"), and to support the granting of the Sale Process Approval Order and the Production Order, as both defined later herein.

6) On May 7, 2026, the Court granted an Order (the "**Sale Process Approval Order**") which, among other things:

   a) Approved and authorized the Receiver to carry out the Sale Process; and

   b) Approved the actions, conduct, and activities of the Receiver as outlined in the First Report.

7) On May 7, 2026 the Court granted a further Order (the "**Production Order**") compelling Mr. Sukhvir Singh Mann ("**Mr. Mann**"), Mr. Ranbir Singh Johal ("**Mr. Johal**"), and Mr. Pardip Singh Sidhu ("**Mr. Sidhu**," collectively with Mr. Mann and Mr. Johal, the "**Principals**"), to immediately provide the Receiver with certain requested books and records of the Debtors.

8) The Receivership Order and other documents pertaining to the Receivership Proceedings have been posted on the Receiver's website at https://www.insolvencies.deloitte.ca/Columbia (the "**Receiver's Website**").

9) This is the second report of the Receiver (the "**Second Report**" or "**this Report**") which will be posted to the Receiver's Website after it has been filed with the Court.

10) In addition to this Report, the Receiver has prepared a confidential supplement to the Second Report dated June 25, 2026 (the "**Confidential Supplement**") which the Receiver is seeking to file under seal.

11) Unless otherwise provided, all other capitalized terms not defined in this Report are defined in the Receivership Order and the First Report.

Purpose of the Second Report

12) The purpose of this Second Report is to:

a) Provide the Court with an update on the Receiver's activities since the First Report, including the steps taken pursuant to the Sale Process Approval Order;

b) Report on the receipts and disbursements in the Receivership Proceedings, as outlined in the Receiver's interim statement of receipts and disbursements from the Date of Receivership to June 22, 2026 (the "**Receiver's June SRD**"), a copy of which is attached hereto as **Appendix "A"**;

c) Provide an update on the conduct of the Principals and their compliance with the Production Order;

d) Provide an overview of the salient terms of the asset purchase agreement between the Receiver and CGC Inc. ("**CGC**") dated June 17, 2026 (the "**CGC Agreement**") that the Receiver is recommending this Court approve; and

e) Support the Receiver's application for the following orders:

i) Approving the Receiver's activities as described in this Report;

ii) Approving and authorizing the Receiver to complete the transaction contemplated by the CGC Agreement (the "**CGC Transaction**") and to perform all steps necessary to do so;

iii) Sealing the Confidential Supplement until the earlier of: (i) the completion of the sale of all of the Debtors' property, (ii) the discharge of the Receiver in these Receivership Proceedings; or (iii) further order of the Court; and

iv) Ratifying and approving an advance of $10,171 received by the Receiver from BMO to fund the payment of outstanding insurance premiums, and authorizing an increase in the Borrowing Facility from $100,000 to $300,000 (the "**Borrowing Facility Increase**").

Terms of reference

13) In preparing this Report, the Receiver has relied upon limited unaudited financial and other information prepared by the Debtors' accountant, publicly available information, and discussions with Mr. Mann.

14) The Receiver 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 and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of this information.

15) All dollar amounts in this Report are in Canadian dollars, unless otherwise indicated.

Sealing of the Confidential Supplement

16) The Confidential Supplement contains confidential information regarding the estimated value of the assets of the Debtors which have not yet been sold. It also contains confidential information with respect to the assets subject to the application before the Court, which would be detrimental to the Receiver's ability to sell these assets should the CGC Transaction fail to close. Publication of this confidential information would undermine the duty and efforts of the Receiver to maximize the realizations from the sale of the assets of the Debtors, and would be detrimental to the commercial interests of the Debtors and their various stakeholders, including BMO.

17) Therefore, the Receiver believes that the proposed Sealing Order is appropriate in the circumstances and respectfully requests that the Court grant the Sealing Order on the terms described above. The Receiver is of the view that the salutary effects of the Sealing Order outweigh any possible deleterious effects.

BACKGROUND

18) Columbia and Westud are British Columbia ("**BC**") based companies that historically operated as a vertically integrated steel platform serving construction and industrial end markets in BC. Columbia operated as an upstream steel and aluminium coil processing business, while Westud operated as a downstream steel fabrication business, producing steel framing products, including studs, track and related accessories. The Receiver understands that the two businesses performed complementary stages of the steel manufacturing and fabrication process as part of a broader related group.

19) The Debtors conducted their operations from shared leased premises located at 13050 88th Avenue, Surrey, BC (the "**Premises**"), utilizing common staff, manufacturing space, material handling areas, and related infrastructure. The head lease for the Premises is held by LifeTec Construction Group Inc. ("**LifeTec**"), a company related to the Debtors through common control.

20) LifeTec is a steel framing solutions provider that historically offered integrated design, manufacturing, and installation services for construction projects. LifeTec sub-leased operating space at the Premises to the Debtors, and all three businesses operated alongside one another with similar customers, suppliers and employees who were formally employed by LifeTec but shared amongst the three companies.

21) On April 2, 2026, Grant Thornton Limited was appointed as the receiver (the "**LifeTec Receiver**", and together with the Receiver, the "**Receivers**") of all the assets, undertakings and property of LifeTec ("**LifeTec Receivership**") pursuant to an application by the Royal Bank of Canada ("**RBC**"). The Receiver understands that LifeTec ceased operations upon the appointment of the LifeTec Receiver.

22) Given the historical integration of the Debtors' operations with LifeTec and the shared use of the Premises, the Receiver is working collaboratively with the LifeTec Receiver to administer concurrent but separate sales processes and, where appropriate, to participate in cost-sharing arrangements to preserve value and avoid duplication of costs. As described further below, the Receiver's application to approve the CGC Agreement and CGC Transaction is brought concurrently with an application by the LifeTec Receiver to approve a separate transaction with CGC.

POWERS OF THE RECEIVER

23) The Receiver's powers are detailed in paragraph 3 of the Receivership Order. Among other things, the Receiver is empowered and authorized, but not obligated, to:

   a) take possession of and exercise control over the Property and all related receipts and disbursements; and

   b) market and sell the Property, subject to Court approval if any single transaction exceeds $100,000 or if the aggregate of transactions exceeds $500,000.

ACTIONS OF THE RECEIVER

24) The Receiver has taken the following steps with respect to the assets and operations of the Debtors since the Date of the First Report:

a) Pursuant to the Sale Process Approval Order, conducted the Sale Process, as further detailed later herein;

b) Attended at the Premises to download and backup financial and other information of the Debtors saved on various computers and the local server;

c) Co-ordinated with Mr. Mann in order to facilitate the Receiver's access to the Debtors' provincial sales tax ("**PST**") and employee health tax ("**EHT**") accounts;

d) Attended at the Premises and met with Mr. Mann to obtain information and access pursuant to the Production Order, as further detailed later herein;

e) Corresponded with the Canada Revenue Agency ("**CRA**") to discuss various tax matters;

f) Held discussions with various parties to recover outstanding accounts receivable balances and funds owed pursuant to builder's lien claims filed by the Debtors;

g) Corresponded with Samco Machinery Ltd. ("**Samco**"), the vendor and installer of certain equipment of the Debtors, to try to obtain documents and information in Samco's possession, relevant to the Receivership Proceedings;

h) Engaged with Mr. Mann and employees, to obtain information required under the Production Order;

i) Co-ordinated with the LifeTec Receiver, its legal counsel, and Lawson to prepare a cost- sharing agreement between the Receivers;

j) Held discussions with and provided various updates to BMO and its legal counsel;

k) Maintained the Receiver's Website;

l) Liaised with various stakeholders relating to the Receivership Proceedings; and

m) Prepared this Report and the Confidential Supplement.

BOOKS AND RECORDS

25) As detailed in the First Report, at the outset of the Receivership Proceedings the Receiver and its counsel made repeated requests for information from Mr. Mann and Ms. Manhas, including access to electronic records and systems. Mr. Mann and Ms. Manhas provided limited cooperation and incomplete information. As a result, the Receiver applied for and obtained the Production Order.

26) The Production Order required the Principals to immediately deliver to the Receiver all books and records of the Debtors, as detailed in Schedule "B" thereto. These materials include, without limitation, financial statements and accounting records, accounts receivable records, employee and payroll information, taxation and statutory claim records, asset and inventory information, sales and operational records, contracts and leases, systems information and related access, and other operational data (the "**Production Order Information**"). On May 8, 2026, the Receiver served the Production Order on the Principals via electronic mail.

27) On May 12, 2026, the Receivers attended at the Premises with Mr. Mann to facilitate the delivery of the Production Order Information. During the visit, Mr. Mann provided the Receivers with access to his computer, the computer located at the front desk (which he advised was previously used by the Debtors' accountant), and the local server (collectively, the "**Computers**"). Mr. Mann also provided contact details for Samco and contact details for potential interested parties and inventory listings for Columbia and Westud. The Receiver backed up the information stored on the Computers to an external storage device, which included human resources records, project files, and marketing

materials; however, a preliminary review of this information indicated that the records were outdated and of limited utility to the Receivership Proceedings. Credentials for the Debtors' accounting system were provided; however, the credentials were invalid and access to the accounting system could not be obtained.

28) On May 14, 2026, Mr. Mann advised that he had engaged the Debtors' IT service provider to assist in obtaining valid credentials for the accounting system and would provide an update in due course. On the same date, the LifeTec Receiver corresponded with Mr. Mann requesting, among other things, access to the Debtors' Microsoft 365 environment ("**Microsoft 365**") and reiterated the request for valid accounting system credentials. Mr. Mann responded advising that he was unable to provide valid credentials to access the accounting system.

29) On May 14, 2026, the LifeTec Receiver corresponded with Amar Bains ("**Mr. Bains**") of Mann Construction Group Canada Ltd., who the Receivers understand was responsible for the pre-receivership employee matters for the Debtors and LifeTec. The LifeTec Receiver requested, among other things, employment agreements, recent paystubs, details of outstanding wages and vacation pay, T4s and source deduction remittances for 2024 through 2026, payroll records and reports, and access credentials for the external payroll service provider. As at the date of this Report, none of the requested information has been provided.

30) On May 15, 2026, the LifeTec Receiver corresponded directly with the Debtors' IT service provider requesting administrative access to Microsoft 365; however, the provider advised that he did not have administrative access and directed the Receivers to Mr. Tony Ark ("**Mr. Ark**") a former employee of LifeTec. The LifeTec Receiver reached out to Mr. Ark however, as at the date of this Report, no response has been received.

31) On June 10, 2026, the Receiver wrote to Mr. Mann, Ms. Manhas, Mr. Ark, and Mr. Bains setting out a consolidated summary of the outstanding information requests required to enable the administration of the estates, including: (i) login credentials for Microsoft 365; (ii) login credentials and account information for the accounting system, together with the former accountant's contact details and access to the administrative email account to facilitate password resets; (iii) payroll and employee records (current and historical), and (iv) access to the Debtors' payroll service provider. As at the date of this Report, the requested information has not been provided. The lack of information has continued to limit the Receiver's ability to verify the Debtors' books and records, assess payroll source deductions ("**PSD**"), reconcile intercompany balances, and assess creditor claims.

32) In addition, as of the date of this Report, the Principals have not provided certain other Production Order Information, including, but not limited to, the following:

a) detailed trial balances, general ledgers, and a 13-week cash-flow forecast;

b) detailed accounts receivable ledgers and supporting invoices;

c) a listing of all CRA business accounts (including GST, PSD, and corporate income-tax accounts), details of any CRA audits, arrears, or disputes, current PST account balances, and WorkSafeBC registration confirmations for the Debtors;

d) a complete sales ledger and current order book, including open orders, backlog and delivery status;

e) a detailed fixed-asset register, including acquisition dates, costs, locations, and serial numbers, together with copies of purchase agreements for certain identified equipment;

f) copies of all vendor, supplier, manufacturing, logistics, service, and maintenance contracts, together with a summary schedule of all capital, finance, and operating leases; and

g) a list of all IT systems and platforms used by or for the Debtors, including inventory, file servers, email tenants and cloud services.

33) The Receiver is considering further steps as may be appropriate to attempt to obtain the outstanding Production Order Information.

RECEIVER'S SALE PROCESS

34) As outlined in the First Report, the Receivers identified a broad pool of 108 potential purchasers, including strategic industry participants, competitors, customers, private equity firms, and professional auctioneers with experience in industrial and manufacturing assets (the "**Interested Parties**"). The Receivers prepared teaser letters setting out a high-level overview of the assets available for sale and the Sale Process, which were distributed by the Lifetec Receiver to the Interested Parties by email on April 27, 2026.

35) Following the distribution of the teaser letters, several of the Interested Parties, among others, expressed interest in the Debtors' assets and those of LifeTec. On May 6 and May 8, 2026, the Receivers coordinated and facilitated site visits at the Premises to allow Interested Parties to view the assets available for sale. Some of the site visits were conducted in advance of the Sale Process Approval Order which was made on May 7, 2026.

36) On May 8, 2026, pursuant to the Sale Process Approval Order, the Receivers distributed a summary of the sale process, a confidentiality agreement, and a draft asset purchase agreement (collectively, the "**Sale Process Documents**") to the 108 Interested Parties along with an additional 5 parties subsequently identified by the Receivers. On May 13, 2026, the Sale Process Documents were distributed to one new additional interested party whose contact details were provided by Mr. Mann. The deadline for the submission of offers was 5:00 PM (PDT) on May 27, 2026 (the "**Offer Submission Deadline**").

37) The Receivers established separate electronic data rooms for each of the Debtors' assets and LifeTec's assets and provided access to Interested Parties who executed a confidentiality agreement (each, a "**Qualified Bidder**"). The Receivers responded to inquiries from Qualified Bidders and facilitated all additional site visit requests throughout the Sale Process period to ensure that Qualified Bidders were afforded a reasonable opportunity to view and assess the assets available for sale.

Auction proposals and offers received

38) On the Offer Submission Deadline, the Receivers received multiple offers and auction proposals in respect of the Debtors' assets and those of LifeTec. A summary of the offers and auction proposals received in respect of the Debtors' assets, together with the Receiver's analysis, is included as Appendix "A" and Appendix "B" to the Confidential Supplement.

CGC Agreement

39) Following its evaluation of all offers and auction proposals received, the Receiver determined that the offer submitted by CGC represented the highest and best offer for the Debtors' assets taking into account, among other things, the purchase price, the assets included, the conditions to closing, and the certainty and timing of completion. The Receiver subsequently negotiated and entered into the CGC Agreement. All capitalized terms not defined in this section of the Report are as defined in the CGC Agreement.

40) A redacted copy of the CGC Agreement is attached hereto as **Appendix "B"**. An unredacted copy of the CGC Agreement is attached as Appendix "C" to the Confidential Supplement. The key non-confidential terms and conditions of the CGC Agreement are summarized as follows:

a) The purchased assets (the "**Purchased Assets**") consist of Columbia's right, title and interest, if any, in the following assets:

    i) a 2021 King Jime KJS-3x1300 steel coil slitter line machine (serial number KJS031300), including all related components, control stations, and spare parts; and

    ii) a 2023 Tentnology Tentanium coverall tent structure (35 ft. wide x 100 ft. long).

b) The offer is on an "as is, where is" and "without recourse" basis, with no representations, warranties or conditions expressed or implied as to title, description, fitness for purpose, merchantability, condition, assignability, value or quality of the Purchased Assets, other than limited representations provided by the Receiver as set out in the CGC Agreement;

c) A non-refundable deposit representing 10% of the Purchase Price (the "**Deposit**") was payable by CGC within two business days of execution of the CGC Agreement. The Deposit has been received and will be credited against the purchase price at Closing (as defined below). If CGC fails to complete the CGC Transaction after all conditions precedent have been satisfied or waived, the Deposit shall be forfeited by CGC and retained by the Receiver as a genuine pre-estimate of liquidated damages. If the CGC Agreement is terminated because the conditions precedent are not satisfied or waived, or if the Receiver elects to terminate, the Deposit shall be returned to CGC;

d) The Purchased Assets are to be conveyed to CGC free and clear from all encumbrances ("**Encumbrances**"), other than the assumed liabilities ("**Assumed Liabilities**"), pursuant to a sale approval and vesting order (the "**SAVO**");

e) CGC shall pick up and remove the Purchased Assets from the Premises at its sole cost and expense within 10 Business Days of Closing (the "**Outside Pick-up Date**"). CGC is responsible for all costs of detaching and removing the Purchased Assets and shall promptly repair any damage caused to the Premises in connection with their removal. CGC shall not be liable for monthly rent or costs to secure or protect the Purchased Assets incurred before it takes possession, provided removal occurs on or before the Outside Pick-up Date, after which time CGC will be liable for such costs;

f) CGC has indemnified the Receiver against any losses, costs, claims, damages, penalties, assessments, charges, expenses and other liabilities arising from Transaction taxes, CGC's access to and removal of the Purchased Assets, and CGC's failure to perform and discharge the Assumed Liabilities;

g) The obligations of the Receiver and CGC to complete the CGC Transaction are subject to the satisfaction or waiver of certain customary conditions precedent, including the Court granting the SAVO, in substantially the same form as the British Columbia Model Approval and Vesting Order, authorizing, approving and confirming the CGC Agreement and the CGC Transaction and vesting the Purchased Assets in CGC free and clear of all Encumbrances other than the Assumed Liabilities, and the SAVO becoming a "**Final Order**" (as further described below);

h) A "Final Order" means an Order of the Court for which the applicable appeal period has lapsed without any notice of appeal or application for leave to appeal having been submitted, or if any such appeal or application for leave to appeal has been submitted, such appeal or application has been finally disposed of by the relevant appellate court and any further rights of appeal or leave to appeal have lapsed. The effect of the Final Order requirement is that the CGC Transaction cannot close until the SAVO is beyond legal challenge, providing certainty to both the Receiver and CGC that the Purchased Assets will vest absolutely in CGC, free and clear of all Encumbrances, without risk of being reversed;

i) The CGC Transaction is to be completed ("**Closing**") two Business Days following the date on which the SAVO becomes a Final Order, or such other date as agreed to by the parties. The outside date for Closing is July 31, 2026 (the "**Outside Date**"). If Closing has not occurred by the Outside Date, either party may elect to terminate the CGC Agreement on written notice to the other; and

j) CGC may not assign its rights or obligations under the CGC Agreement without the prior written consent of the Receiver.

LifeTec CGC Agreement and Disputed Samco Assets

41) In addition to the foregoing and as part of sale process administered by the LifeTec Receiver, the LifeTec Receiver entered into an agreement with CGC ("**LifeTec CGC Agreement**") which provides for, among other things, the sale of certain equipment, including the following assets (collectively, the "**Disputed Samco Assets**"):

a) 2021 Samco SG 1 1/2-10 custom roll forming machine with single decoiler, AMS controls and bundler, and any related spare parts (serial numbers: 9837-026-machine and 9857 MOS-controller); and

b) 2021 Samco SGT3 2-14 custom roll forming machine with double-sided rotating decoiler, hydraulic punch, AMS controls and bundler, and any related spare parts (serial number: 9856-026-machine and 9856 MOS-controller).

42) As noted in the First Report, the Disputed Samco Assets were included in pre-receivership appraisals obtained in respect of both Westud and LifeTec, and appear to have been financed by and may be subject to competing security interests in favour of both BMO and RBC (collectively, the "**Lenders**"). The Receivers agreed that the Disputed Samco Assets would be included in the LifeTec sales process and that entitlement to any resulting sale proceeds would be determined following completion of any sales.

43) The Receivers have been working cooperatively, together and with the Lenders, to obtain information necessary to determine which of the Debtors and/or LifeTec owns the Disputed Samco Assets, and the extent to which each of the Lenders financed and has a security interest in the Disputed Samco Assets. The Receivers have also approached Samco directly to request supporting information, including purchase orders and invoices, to assist in this determination.

44) On June 2, 2026, Lawson wrote to Samco on behalf of the Receivers requesting, among other things, copies of purchase orders, invoices, and related documentation pertaining to equipment constructed by Samco for Westud (the "**Requested Samco Information**"). On June 3, 2026, Samco sought clarity as to whether it would be compensated for the time and effort involved in gathering the Requested Samco Information. On June 7, 2026, Lawson advised Samco that compliance with the Receivership Order is a mandatory obligation for which Samco is not entitled to compensation; however, in the interests of expediency, the Receivers offered to jointly pay Samco a fee on the condition that the Requested Information be provided on or before June 19, 2026. As at the date of this Report, Samco has not responded to that correspondence or provided the Requested Samco Information.

45) The LifeTec Receiver is concurrently seeking the Court's approval of the LifeTec CGC Agreement, alongside the Receiver's application for the approval of the CGC Agreement.

Remaining Assets

46) The CGC Transaction does not include certain other assets of the Debtors', including raw materials, work in process and finished inventory, as well as forklifts and other miscellaneous assets (the "**Remaining Assets**"). The Receiver intends to pursue the sale of these assets through one or

more separate transactions and expects that such sales will fall within the monetary thresholds set out in the Receivership Order for pre-authorized transactions, such that further Court approval will not be required.

47) Included in the Remaining Assets is a 2018 Hyundai 160D9 Forklift, serial number: HHKHFT23CJ0000235 ("**Hyundai Forklift**") which appears to have been financed by and may be subject to competing security interests in favour of both Lenders. The Receivers have been working cooperatively, together and with the Lenders, to obtain information necessary to determine which of the Debtors and/or LifeTec owns the Hyundai Forklift, and the extent to which each of the Lenders financed and has a security interest in the Hyundai Forklift.

48) In addition, included amongst the LifeTec assets is a Nissan 50 MCP1F2A25LV propane forklift, serial number CP1F2-9P4407 (the "**Nissan Forklift**"), which appears to have been financed by, and may be subject to competing security interests in favour of, the Lenders. The Receivers have been working cooperatively to obtain information necessary to determine which of the Debtors and/or LifeTec owns the Nissan Forklift, and the extent to which each of the Lenders financed and has a security interest in the Nissan Forklift. However, access to the Debtors' accounting system is required in order to continue this assessment. The Receivers have requested the purchase documentation for the Nissan Forklift from Mr. Mann; however, Mr. Mann has advised that he does not have this information in his possession.

Recommendation

49) Based on the foregoing, and as further detailed in the Confidential Supplement, the Receiver is of the view that the CGC Transaction is in the best interests of the Debtors' stakeholders and will maximize the value of the Purchased Assets. In particular:

   a) the CGC Transaction represents a materially greater recovery in respect of the Purchased Assets than would be available under a forced liquidation or bankruptcy;

   b) BMO, as the Debtors' principal secured creditor, is supportive of the CGC Transaction, notwithstanding that BMO will suffer a significant shortfall on the BMO Debt; and

   c) the Sale Process has been robust in the circumstances and was conducted in a fair, transparent, and commercially reasonable manner in accordance with the Sale Process Approval Order.

50) Based on the foregoing, the Receiver recommends approval of the CGC Transaction, and the relief sought in the SAVO.

CREDITOR CLAIMS AND CHARGES

51) The BMO Security is subject to certain prior-ranking Court-ordered charges and statutory interests, which include:

   a) The Receiver's Charge as that term is defined in the Receivership Order;

   b) The Receiver's Borrowings Charge as that term is defined in the Receivership Order; and

   c) Certain deemed trust and priority claims, if any.

Receiver's charges and borrowings

52) Pursuant to paragraph 21 of the Receivership Order, the Receiver and its legal counsel are the beneficiaries of the Receiver's Charge securing the payment of their fees and disbursements incurred in the Receivership Proceedings. The Receiver's Charge is a first-ranking charge over the

Property, subordinate only to certain statutory priorities, if any, including those under sections 14.06(7), 81.4(4), and 81.6(2) of the Bankruptcy and Insolvency Act.

53) Pursuant to paragraph 24 of the Receivership Order, the Receiver is authorized to borrow up to $100,000 without further approval of the Court for the purpose of carrying out its duties and powers, which borrowings have been made available to the Receiver by BMO (the "**Borrowing Facility**"). As at the date of this Report, the Receiver has borrowed $100,000 under the Borrowing Facility with interest continuing to accrue (the "**Receiver's Borrowings**").

54) In addition to the Borrowing Facility, BMO advanced a further $10,171 to the Receiver on a separate basis to fund the majority of the payment of outstanding insurance premiums for the Debtors' existing policies covering assets and general liability, which were overdue and at risk of cancellation (the "**BMO Insurance Advance**"). The Receiver considered it necessary and prudent to remit payment immediately to maintain continuous insurance coverage over the Debtors' assets and the Premises. The Receiver acknowledges that the aggregate borrowings of $110,171 exceed the $100,000 limit authorized under the Receivership Order and, accordingly, seeks retroactive approval of the BMO Insurance Advance.

55) As outlined in the Receiver's June SRD, the Receiver is currently holding approximately $225,654 in funds, of which $70,054 is available (the "**Available Funds**") when excluding $155,600 in deposits received from bidders as part of the Sale Process (the "**Sale Deposits**"). The Available Funds are prior to the payment of any professional fees and costs owed to the Receiver and its counsel which total approximately $142,000 (excluding taxes) through May 31, 2026.

56) The Receiver will continue to incur professional fees and costs in connection with the Receivership Proceedings, including ongoing occupation rent and security costs for the Premises, which total approximately $30,000 per month. As outlined in the CGC Agreement, the Receiver is required to pay these costs until the Purchased Assets are removed from the Premises by CGC up until the Outside Pick-up Date. The Receiver considers it prudent to seek the Borrowing Facility Increase from $100,000 to $300,000 to ensure it has sufficient funding to carry out its mandate under the Receivership Order and to fund a portion of the outstanding and future professional fees and costs until the CGC Transaction closes. The Receiver has shared an estimate of the ongoing fees and costs of the Receivership Proceedings with BMO who has consented to the Borrowing Facility Increase.

CRA Claims

57) Based on correspondence received from CRA dated May 4, 2026, the Receiver understands that, for the period ending December 31, 2023, Columbia owes approximately $94,800 in respect of outstanding GST and HST. In addition, CRA advised that Westud owes outstanding GST and HST for multiple reporting periods between March 31, 2022 and September 30, 2025, in an aggregate amount of approximately $801,960.

58) In addition, CRA advised that Westud owes approximately $8,000 for outstanding PSD dating back to when Westud had employees and additional amounts may be outstanding ("**CRA PSD Deemed Trust Claim**"). Any PSD amount owing to CRA has a priority over other secured debts, including in a bankruptcy, except for the Receiver's Charge and Receiver's Borrowings Charge. The Receiver will review the CRA PSD Deemed Trust Claim before making distributions to creditors, except as expressly authorized by the Court.

PST Claims

59) Based on information provided by Mr. Mann, the Receiver understands that Westud owes a pre-receivership liability to the Ministry of Finance ("**MoF**") in respect of PST in the amount of approximately $2,500 as at December 31, 2025 (the "**PST Claim**"). The Receiver has not

independently verified the quantum of the PST Claim and is in the process of obtaining access to Westud's PST account with the MoF. The Receiver has been advised by Mr. Mann that Columbia does not maintain a registered PST account.

WorkSafe BC Claim

60) The Receiver understands that Westud owes WorkSafeBC approximately $1,100 in outstanding pre-receivership premiums. WorkSafeBC may claim a statutory lien on all property or proceeds of property used or produced by the Debtors pursuant to section 265 of the Workers' Compensation Act.

Secured claims

61) BMO is the Debtors' principal secured creditor and was owed approximately $1.7 million as at November 10, 2025 in respect of Westud and approximately $4.1 million in respect of Columbia. As noted above, the Security Opinion completed by Lawson concluded that, subject to customary qualifications and assumptions, the BMO Security is valid and enforceable and that BMO has taken the necessary steps to perfect their security interests as against third parties.

62) No other secured creditors have registered any charges against the Debtors in the British Columbia Personal Property Registry, but RBC does have specific registrations against the Disputed Samco Assets and the Hyundai Forklift.

Unsecured creditors

63) Westud's latest creditors listing as of March 31, 2026 indicated unsecured creditor claims of approximately $2.5 million, of which approximately $103,000 is owed to LifeTec and approximately $2.3 million is owed to Columbia.

64) Columbia's latest creditors listing as of March 31, 2026 indicated unsecured creditor claims of approximately $372,000, of which approximately $27,700 is owed to LifeTec.

65) The Receiver requires access to the accounting system to verify the amounts and whether additional unsecured creditors exist.

66) Given that BMO is expected to suffer a shortfall in respect of their various security, the Receiver does not expect there to be any distribution to unsecured creditors.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

67) The Receiver's June SRD reflects the administration of the Receivership Proceedings from the Date of Receivership to June 22, 2026 (the "**R&D Period**") and is attached hereto as **Appendix "A"**.

68) During the R&D Period, the Receiver's actual gross receipts amounted to $316,846, primarily relating to the Sale Deposits, the Receiver's Borrowings, the BMO Insurance Advance, and accounts receivable collections of $36,177.

69) During the R&D Period, the Receiver has made actual disbursements totaling $91,192, primarily including, among other items, occupation rent to June 30, 2026 of $76,735 and insurance premiums of $12,500. As previously outlined, no professional fees have been paid to the date of this Report.

70) As at June 22, 2026, the Available Funds, net of the Sale Deposits, totaled $70,054.

CONCLUSIONS

71) Based on the foregoing, the Receiver respectfully requests that the Court grant the Orders set out at paragraph 12(e) of this Second Report.

All of which is respectfully submitted at Vancouver, BC this 25th day of June, 2026.

DELOITTE RESTRUCTURING INC.
In its Capacity as Court-appointed Receiver of
Columbia National Steel Products Inc. and Westud Steel Products Ltd.
and not in its personal or corporate capacity

Per: Jeff Keeble, CPA, CA, CIRP, LIT, CBV
Senior Vice-President

Appendix "A"

Receiver's interim statement of receipts and disbursements from the Date of Receivership to June 22, 2026

In the Matter of the Receivership of
Columbia National Steel Products Inc. and Westud Steel Products Ltd.

Receiver's Interim Statement Receipts and Disbursements

For the Period from April 7, 2026 to June 22, 2026

Description	As at 2026/06/22
Receipts	
Receiver borrowings	110,171
Deposits	155,600
Cash in bank - CIBC	14,889
Accounts receivable	36,177
Interest	10
Total receipts	**316,846**
Disbursements	
Rent - April 7 to June 30, 2026	76,735
Insurance	12,500
Appraisal fees	1,700
Other	257
Total disbursements	**91,192**
Excess of receipts over disbursements	**225,654**

Appendix "B"

Redacted CGC Agreement

ASSET PURCHASE AGREEMENT

COLUMBIA NATIONAL STEEL PRODUCTS INC. AND WESTUD STEEL PRODUCTS LTD.

This Asset Purchase Agreement dated as of the 17th day of June, 2026:

BETWEEN:

DELOITTE RESTRUCTURING INC., in its capacity as Court-appointed receiver of all of the assets, undertakings and property of Columbia National Steel Products Inc. ("**Columbia**") and Westud Steel Products Ltd. ("**Westud**", and together with Columbia, the "**Debtors**"), and not in its personal or corporate capacity

(the "**Receiver**")

– and –

CGC INC.

(the "**Purchaser**", and together with the Receiver, the "**Parties**", and each, a "**Party**")

WHEREAS:

A. Pursuant to a receivership order granted on March 4, 2026 (the "**Receivership Order**") by the Honourable Justice Morellato of the Supreme Court of British Columbia (the "**Court**") in Court Action No. S-260413 (the "**Receivership Proceedings**"). Deloitte Restructuring Inc. was appointed as receiver of all of the assets, undertakings and property of the Debtors pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, and section 39 of the *Law and Equity Act*, RSBC 1996, c 253.

B. Notwithstanding the granting of the Receivership Order, the Receiver was delayed in acting in its capacity as receiver over the Debtors until April 7, 2026 due to a forbearance agreement between Bank of Montreal and the Debtors.

C. Pursuant to the Order of the Honourable Justice Latimer granted on May 7, 2026, the Court approved and authorized, among other things, the Receiver to conduct a sale and solicitation process in respect of the Debtors, including the sale of the Business (as defined below) and the Property.

D. The Purchaser desires to purchase the Purchased Assets (as defined below), subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties hereto hereby acknowledge and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, capitalized terms not otherwise defined herein shall have the following meanings:

"**Agreement**" means this asset purchase agreement and any schedules hereto, as may be amended, supplemented, or restated from time to time in accordance with the terms hereof.

"**Applicable Law**" means, in relation to any Person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, licence or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance.

"**Authorization**" means any authorization, approval, consent, concession, exemption, licence, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.

"**Bill of Sale**" means a general conveyance and bill of sale, in form and substance satisfactory to the Parties, acting reasonably, evidencing the assignment to the Purchaser of the Purchased Assets.

"**Books and Records**" means the Debtors' files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), which are in the possession of the Receiver (if any) and are materially relevant to the Purchased Assets.

"**Business**" means the business ordinarily carried on by the Debtors, being a vertically integrated steel processing and fabrication operation serving construction and industrial end markets in British Columbia.

"**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia, but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**Claims**" means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, arbitrations, information or other similar processes, assessments or reassessments, judgments, debts, indebtedness, liabilities, legal proceedings, obligations, guarantees, warranties, expenses, costs, damages or losses, contingent or otherwise (whether contractual, statutory, or otherwise), of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether arising by subrogation, set-off, right of indemnification or otherwise), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including loss of value, professional fees, including fees and disbursements of legal counsel, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing and any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.

"**Closing**" means the completion of the Transaction confirmed by issuance of the Receiver's Certificate.

"**Closing Date**" means, subject to the terms hereof, two (2) Business Days following the date on which the SAVO becomes a Final Order, or such other date as agreed to by the Parties.

"**Closing Time**" means 9:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

"**Contracts**" means all pending and executory contracts, agreements, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures, understandings, arrangements and all other legally binding arrangements (whether oral or written) to which either of the Debtors is a party or by which either of the Debtors is bound or in which either of the Debtors has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

"**Deposit**" has the meaning set out in Section 3.3(a).

"**Effective Date**" means the date first set forth above, which shall be the date that the Receiver executes this Agreement.

"**Encumbrance**" means any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any security interest, lien, Claim, charge, right of retention, deemed trust, judgment, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, mortgage or right of a third party (including any contractual rights such as purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of creating a security interest in, against or affecting the Purchased Assets (including any conditional sale or title retention agreement, or any capital or financing lease).

"**ETA**" means the *Excise Tax Act*, RSC 1985, c E-15 and the regulations thereunder.

"**Excluded Assets**" means all of the Debtors' right, title and interest in the properties, rights, assets and undertakings that are not identified as Purchased Assets.

"**Excluded Liabilities**" means all Liabilities of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether arising by subrogation, set-off, right of indemnification or otherwise) of or against the Debtors that are not Assumed Liabilities.

"**Final Order**" means an Order of the Court for which any applicable appeal period shall have lapsed without any notice of appeal or application for leave to appeal having been submitted, or if any such appeal or application for leave to appeal shall have been submitted then such appeal/application for leave to appeal shall have finally been disposed of by the relevant appellate court and any such further rights of appeal/leave to appeal shall have lapsed.

"**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"**GST**" means the goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

"**Interim Period**" means the period between the date of this Agreement and the Closing Date.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, legal, beneficial or equitable, present or future, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person, and includes, without limiting the generality of the foregoing, any debt, dues, guarantee, surety, indemnity obligation or other obligation.

"**Losses**" means all actions, causes of action, losses, costs, Claims, damages, penalties, assessments, charges, expenses, and other liabilities and obligations which a Party suffers, sustains, pays or incurs, including legal fees and other professional fees and disbursements on a full--indemnity basis.

"**Outside Date**" means July 31, 2026, or such earlier or later date as the Parties may agree upon in writing.

"**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

"**Personal Information**" means any factual or subjective information, recorded or not, about an employee, contractor, agent, consultant, officer, director, executive, client, customer, supplier or natural person who is a natural person or a natural person who is a shareholder or employee of the Receiver, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual.

"**Purchase Price**" has the meaning set out in Section 3.1.

"**Purchased Assets**" means all of the Receiver's right, title and interest, if any, in and to the properties, rights, assets and undertakings listed in Schedule "A", and any keys, combinations, codes and other similar such items and information relating to the Purchased Assets.

"**Purchaser's Solicitors**" means Dentons Canada LLP.

"**Receiver's Certificate**" means the Receiver's certificate, in substantially the form appended to the SAVO, that confirms Closing has occurred.

"**Receiver's Solicitors**" means Lawson Lundell LLP.

"**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its affiliates.

"**SAVO**" means an order by the Court, in substantially the same form as the British Columbia Model Approval and Vesting Order with any changes being acceptable to the Parties, among other things, authorizing, approving and confirming this Agreement and the Transaction in accordance with the terms and conditions contained herein, and vesting in the Purchaser (or as it may direct) all the right, title and interest of the Debtors in and to the Purchased Assets, free and clear from all Encumbrances other than the Assumed Liabilities.

"**Taxes**" means, with respect to any Person, all national, federal, provincial, local or other taxes, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person, and includes, without limitation, property taxes, income taxes, branch taxes, profit taxes, capital gains taxes, gross receipt taxes, windfall profit taxes, value added taxes, severance taxes, ad valorem taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, transmission fees, withholding or similar taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/PST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority.

"**Transaction**" means all of the transactions contemplated by this Agreement, including the purchase and sale transaction whereby the Purchaser will acquire the Purchased Assets.

"**Transaction Taxes**" means all applicable Taxes, including any applicable GST or PST, payable upon or in connection with the Transaction and any filing, registration, recording, transfer or transmission fees payable in connection with the instruments of transfer provided for in this Agreement.

1.1 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.2 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.3 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

1.4 Currency

All references in this Agreement to dollars, monetary amounts, or to $, are expressed in Canadian currency unless otherwise specifically indicated.

1.5 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

1.6 Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

Schedule "A" - Purchased Assets and Allocation of Purchase Price

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

1.7 Interpretation if Closing Does Not Occur

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Purchased Assets and assumed the Assumed Liabilities shall be construed as having been contingent upon Closing having occurred.

ARTICLE 2
PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Sale and Purchase of the Purchased Assets

Subject to the terms and conditions of this Agreement, effective as of the Closing Time, the Receiver shall sell, assign and transfer the Purchased Assets to the Purchaser, and the Purchaser shall purchase, accept, assume and receive from the Receiver, all of the Purchased Assets. For certainty, the Purchased Assets: (a) shall be free and clear of all Encumbrances; and (b) do not include the Excluded Assets.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

(a) The purchase price payable by the Purchaser for the Purchased Assets [redacted] (the "**Purchase Price**"). For certainty, the Purchase Price shall be exclusive of applicable Taxes, including Transaction Taxes.

3.2 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price, at the Closing Time, in accordance with the following:

(a) Deposit. The Deposit shall be credited against the Purchase Price at Closing.

(b) Purchase Price. The Purchaser will pay to the Receiver an amount equal to the remaining Purchase Price less the Deposit, plus any Transaction Taxes, via certified cheque, bank draft or wire transfer or immediately available funds at the Closing Time, which shall be unconditionally releasable to the Receiver on Closing.

3.3 Deposit

(a) The Purchaser will pay, within 2 Business Days after full execution and delivery of this Agreement, a non-refundable deposit to the Receiver, in trust in the [redacted] which amount is at least [redacted] (the "**Deposit**").

(b) If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing.

(c) If this Agreement is terminated:

(i) because any of the conditions precedent to Closing in any of Sections 6.1, 6.2, 6.3 are not satisfied or waived by the times set out therein, or if the Receiver elects to terminate this Agreement pursuant to Section 8.1(a), or if the Receiver fails to complete the Transaction after the conditions precedent to Closing in Sections 6.1, 6.2, 6.3 are satisfied or waived by the times set out therein, then notwithstanding anything to the contrary herein, the Deposit (or portion thereof received by the Receiver at the time) shall be returned to the Purchaser as the sole remedy of the Purchaser against the Receiver; or

(ii) for any other reason, including in the event that the Purchaser fails to complete the Transaction after the conditions precedent to Closing in Sections 6.1, 6.2, 6.3 are satisfied or waived by the times set out therein, the Deposit shall be forfeited by the Purchaser and retained by the Receiver, and in the event thereof, the Parties agree that the amount of the Deposit (or portion thereof received by the Receiver at the time) constitutes a genuine pre-estimate of liquidated damages that will be suffered by the Receiver, without prejudice to any other rights or remedies of the Receiver whether at law or in equity.

3.4 Allocation of the Purchase Price

The Receiver and the Purchaser agree to allocate the Purchase Price to the Purchased Assets held by the Receiver for tax purposes as set forth in Schedule "A", and to report the sale and purchase of the Purchased Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation.

ARTICLE 4
COVENANTS

4.1 "As is, Where is"

(a) The Purchaser acknowledges that the Receiver is selling the Purchased Assets on an "as is, where is" and "without recourse" basis as the Purchased Assets shall exist on the Closing Date and no adjustments shall be made for any changes in the condition of the Purchased Assets during the Interim Period. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Purchaser has conducted such inspections and due diligence of the condition of and title to the Purchased Assets, as it deemed appropriate and has satisfied itself with regard to these matters. Except as set out in Section 7.1, no representation, warranty or condition is expressed or can be implied as to title, Encumbrances, description, fitness for any particular use or purpose, merchantability, condition, assignability, value or quality or any other matter concerning the Purchased Assets or the right of the Receiver to sell same, the Business or the Assumed Liabilities and without recourse to the Receiver. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (British Columbia) or similar legislation in any other jurisdiction do not apply hereto and have been waived by the Purchaser and the Purchaser further acknowledges that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Receiver with respect to the Purchased Assets or otherwise relating to the Transaction has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete, and any use that the Purchaser may make of such information is strictly at the Purchaser's own risk. The description of the Purchased Assets contained herein is for the purpose of identification only. No representation, warranty or condition has or will be given by the Receiver concerning completeness or the accuracy of such descriptions.

(b) The Purchaser shall have reasonable access to the Purchased Assets on reasonable notice to the Receiver for the purposes of conducting inspections, evaluating and planning the removal of the Purchased Assets within the timeframe set out in Section 5.4, and other due diligence prior to the Closing Date, provided that such inspections will be carried out during normal business hours, and will not injure the Purchased Assets or any lands or buildings where such Purchased Assets may be located.

(c) Any documents, materials and information provided by the Receiver to the Purchaser with respect to the Purchased Assets or Assumed Liabilities (including any confidential information memorandums, management presentations, or material made available in the electronic data room) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Receiver has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Receiver and its affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information. The Purchaser further acknowledges that the use of the documents may not be possible without the Purchaser obtaining reliance or other assurances from the author of such documents directly and further that the documents may be subject to copyright or other property rights which may preclude their use by the Purchaser in whole or in part.

4.2 Insurance Matters

Until Closing, the Receiver shall keep in full force and effect all existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practice of the Receiver in the ordinary course of business.

4.3 Indemnity

The Purchaser will indemnify the Receiver (in its personal and corporate capacity), and its representatives, and save them fully harmless against, and will reimburse or compensate them for, any Losses arising from, in connection with or related in any manner whatsoever to:

(a) any Transaction Taxes (including penalties and interest) which may be assessed against the Receiver;

(b) the Purchaser's access in accordance with Section 4.1;

(c) the Purchaser's failure to pay when due and failure to perform and discharge the Assumed Liabilities in accordance with their terms; and

(d) any Losses the Receiver may suffer or incur in connection with the Purchaser's pick-up and removal of the Purchased Assets, after Closing, from the premises where they are situated, including any Losses arising from damage, if any, caused to the premises in connection with their removal.

4.4 Personal Information Privacy

The Purchaser shall at all times comply with all Applicable Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Receiver under this Agreement. The Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating the Purchased Assets as contemplated in this Agreement and completing the Transaction. The Purchaser shall safeguard all Personal Information collected from the Receiver in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. The Purchaser shall not make copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the purchase of the Purchased Assets is not completed for any reason and shall return all Personal Information to the Receiver or destroy such Personal Information at the Receiver's request.

4.5 Court Approval

The Receiver and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to approval of the Court. The Purchaser acknowledges and agrees that, notwithstanding acceptance of this Agreement by the Receiver, other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. The Purchaser acknowledges and agrees that, to protect its interest in purchasing the Purchased Assets, it should attend at the Court hearing in person or by agent and be prepared to amend or increase its offer to purchase the Purchased Assets as the Court may permit or direct. The Purchaser acknowledges that:

(a) the Receiver is subject to the jurisdiction and discretion of the Court to entertain other offers and to abide by any further orders the Court may make regarding the Purchased Assets or the Business;

(b) the Receiver's sole obligation is to make an application to the Court in the Receivership Proceedings for the approval of this Agreement, and the Receiver gives no undertaking or commitment to the Purchaser to otherwise advocate or express support for the acceptance of this Agreement;

(c) pursuant to its fiduciary and other common law duties as a receiver and court officer, if the Court requires the Receiver to report or comment on or assess the merits of any other offers in respect of the Debtors' property, nothing in this Agreement will preclude the Receiver from doing so; and

(d) if the Court vacates, sets aside or varies the SAVO for any reason whatsoever, except for the return of the Deposit, the Receiver will not be liable to the Purchaser or any other Person in any way whatsoever.

4.6 Appeal

The Purchaser shall support the application for the SAVO and in any appeal thereof. In the event any variation is sought or leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the SAVO, the Receiver shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s).

ARTICLE 5
CLOSING ARRANGEMENTS

5.1 Closing

Closing shall take place on the Closing Date effective as of the Closing Time electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

5.2 Receiver Closing Deliveries

At or before the Closing Time, the Receiver shall deliver or cause to be delivered to the Purchaser the following:

(a) the Purchased Assets, with delivery to occur *in situ* wherever such Purchased Assets are located at the Closing Time;

(b) a copy of the SAVO;

(c) the Bill of Sale, duly executed by the Receiver;

(d) bring-down certificate executed by a senior officer of the Receiver (without personal liability) dated as of the Closing Date, in form and substance satisfactory to the Purchaser, acting reasonably, certifying that: (i) all of the representations and warranties of the Receiver hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date; and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Receiver at or prior to Closing have been complied with or performed by the Receiver in all material respects;

(e) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

5.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Receiver the following:

(a) the Purchase Price referred to in Section 3.2(b), including the payment of all Transaction Taxes (if any) required to be paid on Closing, which shall be paid to the Receiver in trust;

(b) the Bill of Sale, duly executed by the Purchaser;

(c) bring-down certificate executed by a senior officer of the Purchaser (without personal liability) dated as of the Closing Date, in form and substance satisfactory to the Receiver, acting reasonably, certifying that: (i) all of the representations and warranties of the Purchaser hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date; and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects;

(d) proof the Purchaser is a GST Registrant under the ETA as of the Closing Date; and

(e) such other agreements, documents and instruments as may be reasonably required by the Receiver to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

5.4 Possession

Possession shall occur and shall be governed by operation of and pursuant to the terms of the SAVO and any further order of the Court. The Parties shall discuss the prompt pick up and removal of the Purchased Assets from the premises where they are situated. The Purchaser will pick up and remove the Purchased Assets from the premises where they are situated within a commercially reasonable time frame, but in any event no later than 10 Business Days after the Closing (the "**Outside Pick-up Date**"). Further to Section 5.2(a), the Purchaser acknowledges and agrees that it will bear at its sole expense all costs relating to or associated with picking up the Purchased Assets from the premises where they are situated, which includes all costs of detaching and removing the Purchased Assets from the premises where they are situated, which costs will be in excess of and not deducted from the Purchase Price. The Purchaser will promptly repair any and all damage caused to the building, improvements and lands where the Purchased Assets are situated by or on behalf of the Purchaser in connection with their removal. For certainty, the Purchaser shall not be liable for any monthly rent or costs to secure or protect the Purchased Assets at 13050 – 88 Avenue, Surrey, B.C. incurred by the Debtor or the Receiver before the Purchaser takes possession of the Purchased Assets, so long as the Purchaser removes all Purchased Assets from the premises where they are situated on or before the Outside Pick-up Date, after which time the Purchaser will be liable to pay such monthly rent and costs.

ARTICLE 6
CONDITIONS OF CLOSING

6.1 Mutual Condition of Closing

The obligation of the Parties to complete the Transaction is subject to the following joint condition being satisfied, fulfilled or performed on or prior to the Closing Date:

(a) SAVO. The Court shall have pronounced the SAVO, which SAVO shall not have been stayed, set aside, or vacated and shall have become a Final Order.

The foregoing condition is for the mutual benefit of the Parties and may not be waived. If any condition set out in this Section 6.1 is not satisfied or performed on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

6.2 Purchaser's Conditions of Closing

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Receiver's Deliverables. The Receiver shall have executed and delivered or caused to have been executed and delivered to the Receiver, at the Closing all the documents and payments contemplated in Section 5.2.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 7.1 shall be true and correct in all material respects (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Receiver shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Receiver on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 6.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. In the event any condition set out in this Section 6.2 is not satisfied or performed by the Outside Date, the Purchaser may elect on written notice to the Receiver to terminate the Agreement.

6.3 Receiver's Conditions of Closing

The obligation of the Receiver to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Receiver, at the Closing all the documents and payments contemplated in Section 5.3.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 7.2 shall be true and correct in all material respects (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Receiver. Any condition in this Section 6.3 may be waived by the Receiver in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Receiver only if made in writing. If any condition set forth in this Section 6.3 is not satisfied or performed by the Outside Date, the Receiver may elect on written notice to the Purchaser to terminate the Agreement.

6.4 Receiver's Certificate

Upon issuance of the executed Receiver's Certificate, in substantially the form appended to the SAVO, the Transaction contemplated herein shall be deemed to be closed. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that the Receiver shall be entitled to deliver to the Purchaser, and file with the Court, the executed Receiver's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Receiver shall have no Liability to the Parties in connection therewith.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Receiver

The Receiver hereby represents and warrants to and in favour of the Purchaser as of the date hereof and as of the Closing Time, and acknowledges that, the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Authority. Subject to the SAVO, it has the authority to sell the Purchased Assets to the Purchaser on the terms and conditions of this Agreement.

(b) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Receiver and constitutes a legal, valid and binding obligation of the Receiver, enforceable against it in accordance with its terms subject only to the SAVO.

(c) Proceedings. To the knowledge of the Receiver, there are no Claims pending or threatened against the Receiver, before any Governmental Authority (other than by the Debtors or their principals, personal guarantors or affiliates in Court in the Receivership Proceedings), which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Receiver from fulfilling any of its obligations set forth in this Agreement.

(d) Excise Tax Act. The Debtors are, or will at Closing be, registered under Part IX of the *Excise Tax Act* (Canada); Westud under registration number 791856206 RT0001, and Columbia under registration number 754066124 RT0001.

(e) Residency. The Receiver is not a non-Canadian person within the meaning of the Investment Canada Act (Canada) or a non resident of Canada within the meaning of section 116 of the Income Tax Act (Canada).

7.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Receiver as of the date hereof and as of the Closing Time, and acknowledges that, the Receiver is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Incorporation and Status. The Purchaser is a corporation incorporated and existing under the Province of British Columbia as of the date hereof, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.

(c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any Applicable Laws, Contracts by which the Purchaser is bound, or the Purchaser's constating documents.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the SAVO and the Assignment Order.

(e) Proceedings. There are no Claims pending, or to the knowledge of the Purchaser, threatened against the Purchaser, before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.

(f) Funding Available. The Purchaser has available sufficient funding, or has arranged sufficient financing, to enable the Purchaser to consummate the purchase of the Purchased Assets on the terms set forth herein and otherwise to perform all of the Purchaser's obligations under this Agreement.

(g) Excise Tax Act. The Purchaser is, or will at Closing be, registered under Part IX of the *Excise Tax Act* (Canada) with registration number 88706 6991 RT0001.

(h) Residency. The Purchaser is not a non-Canadian person within the meaning of the *Investment Canada Act* (Canada) or a non resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).

ARTICLE 8
TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated prior to the Closing Date by the Receiver upon written notice to the Purchaser if:

(a) the Closing has not occurred by the Outside Date; or

(b) the Purchaser has breached any of its obligations under this Agreement and has not cured such breach within five Business Days of receiving notice thereof from the Receiver.

8.2 Grounds for Termination by Purchaser

This Agreement may be terminated prior to the Closing Date by the Purchaser upon written notice to the Receiver if:

(a) the Closing has not occurred by the Outside Date or any of the closing conditions in Sections 6.1 or 6.2 is not capable of being satisfied prior to the Outside Date, other than due to the default or breach by the Purchaser of its obligations under this Agreement; or

(b) the Receiver has breached any of its obligations under this Agreement and has not cured such breach within five Business Days of receiving notice thereof from the Purchaser.

8.3 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1 or Section 8.2, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder; except for the provisions of Sections 3.3 (Deposit), 4.3 (Indemnity), 4.4 (Personal Information Privacy), 9.3 (Public Announcements) and 9.10 (Governing Law) and those provisions of this Agreement that are necessary to survive to give effect to the terms and conditions hereof.

ARTICLE 9
GENERAL

9.1 Access to Books and Records

For a period of six (6) years from the Closing Date or for such longer period as may be reasonably required by the Receiver (or any trustee in bankruptcy of the estate of the Receiver) to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement, but the Purchaser is not responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Receiver (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Receiver, including the Receiver) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

9.2 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

(a) in the case of the Purchaser, as follows:

CGC Inc.
735 Fourth Line
Oakville, ON L6L 5B7
Canada

Attention: Steve Youngblut
Email: syoungblut@usg.com

USG Corporation
550 West Adams St.
Chicago, IL 60661

Attention: Georgia Vlamis
Email: gvlamis@usg.com

with a copy (which shall not constitute notice) to:

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Attention: Alex Farcas, Kenneth Kraft and Eli Berman
Email: alex.farcas@dentons.com; kenneth.kraft@dentons.com; eli.berman@dentons.com

(b) in the case of the Receiver, as follows:

Deloitte Restructuring Inc.
Suite 2000, 410 West Georgia Street
Vancouver, BC V6B 0S7

Attention: Jeff Keeble / Aveshin Govender
Email: jkeeble@deloitte.ca / avegovender@deloitte.ca

with a copy (which shall not constitute notice) to:

Lawson Lundell LLP
Suite 1600 – 925 West Georgia Street
Vancouver, BC V6C 3L2

Attention: Bryan Gibbons / Julia Winters

Email: bgibbons@lawsonlundell.com / jwinters@lawsonlundell.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.3 Public Announcements

The Receiver shall be entitled to disclose this Agreement to the Court and parties in interest in the Receivership Proceedings and this Agreement may be posted on the Receiver's website maintained in connection with the Receivership Proceedings. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein) or where required to meet timely disclosure obligations of the Receiver under Applicable Laws, the Purchaser shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transaction contemplated hereby without the prior consent of the Receiver, which shall not be unreasonably withheld or delayed, provided that in each circumstance the Purchase Price may not be disclosed until after Closing.

9.4 Expenses

The Purchaser acknowledges and agrees that all out-of-pocket expenses of the Purchaser relating to this Agreement or the Transaction, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, and all fees of advisors, brokers or agents, shall be the exclusive responsibility of the Purchaser, regardless of whether the Transaction is consummated.

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Survival

All representations, warranties and covenants of the Receiver contained in this Agreement shall merge and terminate on Closing. Notwithstanding the foregoing, the representations, warranties and covenants of the Purchaser contained herein shall not merge on Closing and shall survive and remain in full force and effect.

9.7 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9.8 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Receiver and the Purchaser.

9.9 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the Parties irrevocably attorn to the exclusive jurisdiction of the Court in the Receivership Proceedings, and any appellate courts of the Province of British Columbia therefrom.

9.11 Calculation of Time

If the date for the performance of any act or thing under this Agreement falls on a day which is not a Business Day, then the date for the performance of such act or thing shall be extended to the next Business Day.

9.12 Assignment

The Purchaser may not assign its rights or obligations under this Agreement without the prior written consent of the Receiver.

9.13 Further Assurances

The Purchaser will, at the reasonable request of the Receiver, take or cause to be taken such action and execute and deliver or cause to be executed and delivered such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement. The Receiver will execute such further documents as may reasonably be required by the Purchaser to give effect to the sale of the Purchased Assets at the sole cost and expense of the Purchaser, provided that nothing in this Agreement shall create any obligation on the part of the Receiver to take any action after the date that is 30 days after the Closing Date.

9.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

9.15 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.16 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party and made in accordance with the Agreement. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

9.17 Receiver's Capacity

In addition to all of the protections granted to the Receiver under the Receivership Order or any other order of the Court in these Receivership Proceedings, the Purchaser acknowledges and agrees that the Receiver, acting in its capacity as court-appointed receiver and not in its corporate or personal capacity, will not have any Liability to the Purchaser in connection with this Agreement or the Transaction contemplated herein.

9.18 Post-Closing Wind-up of Receivership Proceedings

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall operate to restrict in any way the rights of the Receiver to distribute any of the assets or otherwise wind up the Receivership Proceedings as it may determine in its sole discretion after the Closing, even if doing so may impair the Receiver's ability to provide or perform any further cooperation, assistance or further assurances as may otherwise be provided under this Agreement.

9.19 Electronic Signatures

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

[*signature page follows*]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

DELOITTE RESTRUCTURING INC., in its capacity as Court-appointed receiver all of the assets, undertaking and property of **COLUMBIA NATIONAL STEEL PRODUCTS INC.** and **WESTUD STEEL PRODUCTS LTD.**, and not in its personal or corporate capacity

Per: ______________________________

Name: Jeff Keeble
Title: Partner

CGC INC.

Per: ______________________________

Name: Steve Youngblut
Title: President

SCHEDULE "A"

PURCHASED ASSETS

If any of the below assets do not contain a value for the apportionment of the Purchase Price, those assets shall not be considered Purchased Assets for the purpose of this Agreement.

Asset Description	Serial/Vin/DOT	Apportionment of Purchase Price (CAD$)
2021 King Jime KJS-3x1300 steel coil slitter line machine Series KJMAC031300 including: coil car, decoiler, pincher, straightener, crop shear, 2 pit loops, slitter, tension table, recoiler, 2 control stations, hydraulics, electrical and coil car, 0.4 – 3 mm thick steel capacity, 400-1,300 mm steel width capacity, 10 – 15 ton maximum weight of coils, 2 control stations, 15 ft. scissor table and 80 meters per minute output, and any related spare parts	Serial No. KJS031300	[redacted]
2023 Tentnology Tentanium Coverall, 35 ft. wide x 100 ft. long with 2 entrance doors and 2 roll up bay doors	N/A	[redacted]