

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HSBC BANK CANADA

PLAINTIFF

AND:

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

DEFENDANTS

NOTICE OF APPLICATION

Name of Applicant: Deloitte Restructuring Inc. (the “**Receiver**”) in its capacity as Receiver and Manager of Contech Enterprises Inc. (“**Contech**”)

On Notice To: The parties listed on the Service List attached as Schedule “A”

TAKE NOTICE that an application will be made by the Applicant to the presiding Judge at the courthouse at 800 Smith Street, in the City of Vancouver, in the Province of British Columbia on February 25, 2016 at 9:45am for the Orders set out in Part 1 below.

Part 1: ORDERS SOUGHT

1. An order in substantially the form attached as Schedule “B”.

Part 2: FACTUAL BASIS

2. Contech was in the business of designing, manufacturing and marketing environmentally friendly products for pets and gardens. Contech’s business had various components, including pet care, animal repellants, insect and rodent repellants, garden beds and sandboxes and Christmas tree stands.

3. On December 23, 2014, Contech filed a proposal to its creditors under the *Bankruptcy and Insolvency Act* (the “**BIA**”) appointing the Receiver as Proposal Trustee. In January 2015, the proposal was approved by Contech’s creditors and was further approved by this Honourable Court.
4. On March 6, 2015, the British Columbia Court of Appeal set aside the Order approving the proposal and, as a result, Contech was automatically deemed bankrupt and the Receiver became trustee in bankruptcy of Contech.
5. On March 11, 2015, HSBC Bank Canada (“**HSBC**”) appointed the Receiver as receiver by instrument pursuant to a general security agreement dated September 29, 2011 granted by Contech in favour of HSBC.
6. On March 20, 2015, by Order of the Honourable Madam Justice Ross (the “**Receivership Order**”), the Receiver was appointed over all of the assets, undertakings and properties of Contech (the “**Assets**”). The Assets included inventory, accounts receivable, cash and intellectual property for the each of the divisions of Contech’s business, along with real property leases in various locations.

Sales Process

7. Shortly after the Receivership Order, the Receiver began the sales process to sell the Assets.
8. On April 29, 2015, this Honourable Court approved a sale to Scotts Canada Ltd. (“**Scotts**”) of the majority of the Assets for total proceeds of \$4,850,000 (the “**Scotts Sale**”). The Scotts Sale closed on May 6, 2015.
9. On May 19, 2015, this Honourable Court approved a sale to VegHerb, LLC (“**VegHerb**”) of the “Frame It All” assets for total proceeds of \$771,905 (the “**VegHerb Sale**”), including a credit bid reducing the debt that Contech owed to VegHerb by \$675,000. The VegHerb sale closed on May 26, 2015.
10. The Receiver accepted an offer to sell to Lifes 2 Good Limited (“**L2G**”) the True-Dose inventory for \$5,000. The sale to L2G closed on May 28, 2015.

11. The Receiver accepted an offer to sell to CSTechUS Inc. (“**CSTechUS**”) the Pro-Collar and Pro-Cone inventory and intellectual property for USD \$11,402.43. The sale to CSTechUS closed on June 23, 2015.
12. The Receivership Order permitted the Receiver to conclude sales out of the ordinary course of business, provided the consideration did not exceed \$50,000 for a single transaction and \$200,000 for all such transactions. Accordingly, Court approval was not required for the sale to L2G and CSTechUS.

Remaining Realization

13. Throughout these proceedings, the Receiver has made commercially reasonable efforts to collect the accounts receivable. As of February 11, 2016, approximately \$435,000 in accounts receivable remains outstanding. The Receiver has determined that these amounts are not recoverable or that further pursuit of these accounts would not be cost-effective or commercially reasonable:
 - (a) approximately \$282,000 is subject to set-off claims or owed by parties that are bankrupt; and,
 - (b) the remaining \$153,000 is comprised of accounts receivable that was either aged greater than 120 days when the Receiver was appointed in March 2015 or the value is less than \$1,000. For these amounts, the Receiver determined that the costs to collect these amounts would likely exceed the amount to be recovered.
14. Accordingly, the Receiver has realized upon all marketable Assets taken into its possession.

Distribution to Primary Secured Creditors

15. On May 19, 2015, this Honourable Court authorized a distribution to HSBC Bank Canada, Business Development Bank and First West Credit Union (collectively, the “**Banks**”) as the first ranking secured creditors of Contech. On May 21, 2015, the Receiver made a distribution to the Banks. This distribution fully repaid the amounts owed to the Banks.

Priorities of Other Secured Creditors

16. The Receiver has reviewed and considered the security interests asserted by various parties. The details of this review are set out in Third Report, section 6.
17. In summary, the Receiver determined that based on the information provided to the Receiver, including the registration of security, the secured creditors with perfected security interests are:
 - (a) the group of debenture holders that registered their interests in the British Columbia Personal Property Registry (the “PPR”) between July 27, 2011 and July 26, 2012 (“**Group A**”);
 - (b) VegHerb, which registered its interest on February 22, 2013; and,
 - (c) the group of debenture holders that registered their interests on February 19, 2014 (“**Group B**” and, together with Group A, the “**Debenture Holders**”) (collectively, the “**Registered Creditors**”).
18. VegHerb had a purchase money security interest over the Frame-It-All Inventory. This inventory was sold to VegHerb in the VegHerb Sale, which extinguished VegHerb’s purchase money security interest.
19. The Receiver notes that there is also a registration in the PPR that was registered after Group B and that there may also be creditors with security interests that have not registered their interest in the PPR. These interests are subordinate to the interests of the Registered Creditors and given the funds available for distribution, the Receiver did not consider it cost-effective or appropriate to assess their relative priorities further.
20. On August 1, 2012, Group A entered into an inter-creditor agreement pursuant to which their security would rank *pari passu* and they would share *pro rata* in any proceeds (the “**Group A Inter-Creditor**”).
21. On March 7, 2014, Group B entered into a similar inter-creditor agreement pursuant to which their security would rank *pari passu* and they would share *pro rata* in any proceeds (the “**Group B Inter-Creditor**” and, together with the Group A Inter-Creditor, the “**Inter-Creditor Agreements**”).

22. On March 7, 2014, Group A, except Michael Brenner, agreed to subordinate their security to the security of Group B (the “**Subordination**”). Michael Brenner did not subordinate his security interest to any party.
23. Based on the Subordination and the Inter-Creditor Agreements, the Receiver was of the view that Group B and Michael Brenner likely have priority up to the amount owed to Group A (\$2,164,131).
24. Based on the PPR registrations, the Subordination and the Inter-Creditor Agreements, the Receiver determined that the likely priorities among the Registered Creditors are:
 - (a) first, the Group B Debenture Holders and Michael Brenner, *pro rata*, for the amount of \$2,164,131 plus interest;
 - (b) second, Michael Brenner for the balance of his claim;
 - (c) third, VegHerb;
 - (d) fourth, Group B for the balance of their claim; and,
 - (e) fifth, Group A (proceeds to be shared *pro rata*).
25. As of February 10, 2016, the Group B Debenture Holders and Michael Brenner are owed \$2,556,558.23, plus interest of \$877.48 per day.

Distribution to the Other Secured Creditors

26. The Receiver estimates that following payment of costs of realization, including fees and legal fees, the net proceeds available for distribution is approximately \$3.3 million.
27. The Debenture Holders have agreed to a distribution scheme as among them (the “**Distribution Agreement**”). The Receiver is advised that all Debenture Holders have agreed to the Distribution Agreement.
28. The Receiver proposes to pay any proceeds available for distribution to any of the debenture holders to Lawson Lundell LLP in trust to be distributed in accordance with the Distribution Agreement.
29. The Receiver also proposes to pay the remaining proceeds (after paying costs and the distribution to the debenture holders) to VegHerb in accordance with its security

interest. The Receiver is advised that the Debenture Holders will not oppose this distribution to VegHerb.

Advance Notice to Registered Creditors

30. The Receiver circulated the Third Report to all remaining creditors with registered security interests. Certain of the Debenture Holders contacted the Receiver's counsel to raise questions and concerns. The Receiver responded to these questions directly, and considered the information provided. None of the information provided or questions raised changed the Receiver's conclusions regarding priorities and the proposed distribution.

Receiver's Fees and Disbursements

31. The Receiver's activities throughout the receivership are set out in its Reports. The Receiver relies on section 5 of the Receiver's First Report dated April 24, 2015, section 4 of the Receiver's Second Report dated May 15, 2015, section 4 of the Third Report and section 6 of the Fourth Report. To briefly summarize, the Receiver's activities have included:
- (a) commencing and conducting a sales process with respect to the Assets;
 - (b) concluding various transactions in connection with the sale process, including assisting Scotts with the transition of the business operations acquired in the Scotts Sale;
 - (c) ongoing collection of Contech's accounts receivable;
 - (d) regular attendance at Contech's head office and locations to manage day-to-day operations;
 - (e) various steps and activities to maximize realizations, including consolidating Contech's operations to reduce cost structure, improve cash flow and improve realizations and winding down certain of Contech's operations;
 - (f) assessing the interests of various secured creditors, including their relative priorities; and,
 - (g) various and numerous communications with Contech's stakeholders, including secured creditors and suppliers.

32. As of February 11, 2016, the Receiver has realized approximately \$9.2 million through sale of the Assets and collection of the accounts receivable. The proceeds from the Scotts Sale were sufficient to make a distribution to the Banks to fully repay the debt owed by Contech to the Banks.
33. The Receiver now seeks to pay its expenses and costs in connection with realization, and make distribution to the remaining secured creditors in accordance with their security. The Receiver also seeks to distribute \$118,000 to the bankruptcy estate of Contech Enterprises Inc. to cover its fees as Proposal Trustee and Trustee in Bankruptcy. Those fees will be subject to approval in the bankruptcy proceedings. If the Bankruptcy Court does not approve the fees of the Proposal Trustee or the Trustee in Bankruptcy, in whole or in part, those funds will remain in the bankruptcy estate and will be available for a further distribution to creditors.
34. In connection with these proceedings and the efforts to sell assets and collect the accounts receivable, it was necessary for the Receiver to incur professional fees and legal fees. The professional fees and legal fees incurred by the Receiver are described in further detail at page 9 of the Third Report and pages 6 to 8 of the Fourth Report. Copies of the relevant invoices are attached as Appendix J of the Third Report and Appendix J of the Fourth Report.
35. Between March 6, 2015 and February 11, 2016, the Receiver billed fees and disbursements of approximately \$794,000. These fees represent approximately 1,867 hours.
36. Between March 10, 2015 and December 31, 2015, the Receiver's legal counsel has billed fees of approximately \$100,569 and disbursements of approximately \$2,353, (both excluding applicable taxes). These fees represent approximately 253 hours.
37. The Receiver is of the view that the fees and disbursement incurred by it and its legal counsel are reasonable in light of the work required, the complexity of the receivership and the recovery and realization achieved. In particular, the recovery achieved on the receivership was greater than anticipated, which required the Receiver and its counsel to spend additional time considering and addressing priority disputes among creditors that were not expected to see any recovery.

38. The Receiver also incurred approximately \$118,000 in fees and disbursements in its capacity as Proposal Trustee and Trustee in Bankruptcy. The Receiver seeks to distribute this amount to the bankruptcy estate to fund the fees. The fees will be subject to approval in the bankruptcy proceeding and if those fees are reduced or disallowed, the funds will remain in the estate for distribution to creditors.

Completion of the Receivership

39. The Receiver proposes to complete the administration of the receivership, including paying the professional fees of the Receiver and its legal counsel and making a distribution of the proceeds as set out above.
40. The Receiver has acted in good faith, with due diligence and in a commercially reasonable manner in accordance with the Receivership Order.
41. The Receiver has realized upon all assets available to be realized upon and has substantially completed its administration of Contech's estate. Accordingly, the Receiver seeks to be discharged.

Notice

42. The Receiver intends to serve this Application and the Fourth Report by posting a copy of the materials to the creditor's information website maintained by the Receiver in this matter and by emailing a copy to the secured creditors whose interests may be affected at the addresses used in past correspondence with the Receiver. The Receiver is of the view that this method of service will be effective, timely and efficient.

Part 3: LEGAL BASIS

Distribution of Proceeds

43. Pursuant to the *Personal Property Security Act*, a secured party (including a receiver), may dispose of collateral, and apply the proceeds first to the reasonable expenses of seizing, repossessing, holding, repairing, processing or preparing for disposition and disposing of the collateral and any other reasonable expense of enforcing the security agreement incurred by the secured party, and second to the satisfaction of the obligation secured by the security interest of the party making the disposition. The

surplus, if any, is to be paid first to any creditors with perfected, but subordinate, security interests.

Personal Property Security Act, R.S.B.C. 1996 c.359 (the “PPSA”), s. 59.

44. The residual priority rules apply to determine the relative priorities among the Registered Creditors. Accordingly, their relative priority is determined based on registration in the PPR, subject to contractual agreements as between or among creditors altering the priorities as between those parties.

PPSA, s.35(1)(a).

45. As noted above, based on the PPSA, the Subordination and the Inter-Creditor Agreements, the likely priorities of the Registered Creditors are:

- (a) first, Group B and Michael Brenner, *pro rata*, for the amount of approximately \$2.1 million plus interest;
- (b) second, Michael Brenner for the balance of his claim;
- (c) third, VegHerb;
- (d) fourth, Group B for the balance of their claim; and,
- (e) fifth, Group A (proceeds to be shared *pro rata*).

46. As noted above, the Debenture Holders have entered into the Distribution Agreement governing the distribution of proceeds to as among the Debenture Holders.

47. The Receiver seeks an order authorizing it to distribute the proceeds of the receivership in accordance with the relative priorities and the agreements among certain creditors.

Discharge of Receiver, Fees and Disbursements

48. The Court may appoint a receiver to take possession of an insolvent person’s property, exercise any control that the Court considers advisable over that property and take any other action that the Court considers advisable.

Bankruptcy and Insolvency Act, R.S.C. 1985 c.B-3 (the “BIA”) s.243(1)

49. The Court may make any order respecting the payment of fees and disbursements of the receiver that it considers proper, provided the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations. Similarly, in a proposal the Court may order a charge over the property in respect of the trustee's fees and expenses (including legal fees and expenses) provided the secured creditors likely to be affected by the security or charge are given notice. The proceeds realized in a bankruptcy (or a proposal) may be applied first to the expenses and fees of the trustee in bankruptcy.

BIA s.243(6), s.64.2 and. s.136(1)

50. The Receiver submits that the BIA is clear that it is entitled to be paid its reasonable fees and expenses for each of its roles as proposal trustee, trustee in bankruptcy and receiver and manager of Contech, and that this Court can order the payment of these fees and expenses out of the proceeds of realization in priority to the secured creditors.

51. The Receiver submits that the fees and disbursements submitted for approval are fair and reasonable. All secured creditors who would be materially affected by the order will be given reasonable notice of the Application in accordance with the Rules of Court.

52. The Receiver further submits that since it has now substantially completed its administration of the estate, it is appropriate for it to be discharged as Receiver.

Part 4: MATERIAL TO BE RELIED ON

53. The Receivership Order granted on March 20, 2015;

54. The Receiver's First Report dated April 24, 2015;

55. The Receiver's Second Report dated May 15, 2015;

56. The Receiver's Third Report dated July 13, 2015;

57. The Receiver's Fourth Report dated February 11, 2016; and,

58. Such other material as counsel may advise and this Honourable Court may permit.

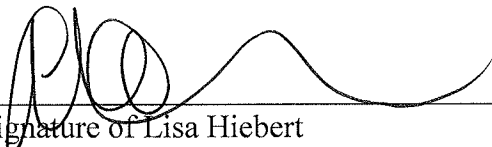
The Applicant estimates that the application will take 20 minutes.

- This matter is within the jurisdiction of a master.
- This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: February 12, 2016



 Signature of Lisa Hiebert
 applicant lawyer for applicant(s)

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this notice of application

with the following variations and additional terms:

Date: _____

Signature of Judge Master

Schedule "A" - Service List

<p>Deloitte Restructuring Inc. 2800 – 1055 Dunsmuir Street Vancouver, BC V7X 1P4</p> <p>Attn: Huey Lee</p> <p><i>Receiver of Contech Enterprises Inc.</i></p>	<p>Borden Ladner Gervais LLP 1200 - 200 Burrard Street, P.O. Box 48600 Vancouver, BC V7X 1T2</p> <p>Attn: Magnus Verbrugge</p> <p><i>Counsel for the Receiver</i></p>
<p>Lawson Lundell LLP 1600 - 925 West Georgia Street Vancouver, BC V6C 3L2</p> <p>Attn: Kimberley Robertson</p> <p><i>Counsel for the Debenture Holders</i></p>	<p>Fasken Martineau DuMoulin LLP 2900 – 550 Burrard Street Vancouver, BC V6C 0A3</p> <p>Attn: Kibben Jackson</p> <p><i>Counsel to Contech Enterprises Inc. and Mark Grambart</i></p>
<p>Shields Harney #602 - 732 Broughton Street Victoria, BC V8W 1E1</p> <p>Attn: Gregory Harney</p> <p><i>Counsel for Vegherb, LLC</i></p>	<p>Siena Lending Group LLC 1177 Summer Street Stamford CT 06095</p>

Schedule "B"
Draft form of Order

Schedule "B"

No. S-152303
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HSBC BANK CANADA

PLAINTIFF

AND:

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

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
)
) ___/FEB/2016
)

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver and Manager (the "Receiver") of the assets, undertakings and properties of Contech Enterprises Inc. (the "Debtor") coming on for hearing at Vancouver, British Columbia, on the ___ day of February 2016; AND ON HEARING Lisa Hiebert, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto; AND UPON no one else appearing although duly served; AND UPON READING the material filed;

THIS COURT ORDERS that:

1. The activities of the Receiver as set out in the Third Report of the Receiver dated July 13, 2015 (the "Third Report") and the Fourth Report of the Receiver dated February 11, 2016 (the "Fourth Report" and, together with the Third Report, the "Reports") are hereby approved.

2. The fees and disbursements of the Receiver and its legal counsel, as set out in the Reports, are hereby approved, including the estimated fees related to the receivership proceedings set out in Section 6 of the Fourth Report.
3. The Receiver is authorised and directed to pay the proceeds of the receivership as follows:
 - (a) first to all costs, charges and expenses in connection with realization and enforcement of the assets sold in these proceedings, including any unpaid fees and disbursements of the Receiver and its legal counsel;
 - (b) second, \$118,000 to the bankruptcy estate of Contech Enterprises Inc. in respect of the fees of the Proposal Trustee and the Trustee in Bankruptcy;
 - (c) third, \$2,556,558.23 plus \$877.48 per day from February 11, 2016 to the date of payment, to Lawson Lundell LLP in trust;
 - (d) fourth, the balance, to a maximum of \$1,037,358 to Sheilds Harney LLP in trust; and,
 - (e) the surplus, if any, to be paid into Court in this matter pending further assessment and determination of the relative priorities.
4. Upon payment of the amounts set out in paragraph 4, and upon the Receiver filing a certificate in substantially the form attached as Schedule "B" (the "**Discharge Certificate**") certifying that it has completed the outstanding activities described in the Fourth Report, the Receiver is discharged as Receiver and Manager of Contech Enterprises Inc., provided that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of all provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Deloitte Restructuring Inc. in its capacity as Receiver.
5. Upon filing the Discharge Certificate, the Receiver is released and discharged from any and all liability that the Receiver now has, or may hereafter have, by reason of or in any way arising out of, the acts or omissions of the Receiver while acting in its capacity as receiver and manager in this action, except for any liability arising out of gross negligence or wilful misconduct.
6. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act* and regulations thereto, any other applicable enactment or any other Order of this Court.

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

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Lisa C. Hiebert
Lawyer for the Receiver

BY THE COURT

REGISTRAR

Schedule "B"

SCHEDULE "A"

List of Counsel

Name of Counsel	Party
Lisa Hiebert	Deloitte Restructuring Inc., in its capacity as the court-appointed Receiver and Manager of Contech Enterprises Inc.

Schedule "B"

No. S-152303
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HSBC BANK CANADA

PLAINTIFF

AND:

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

DEFENDANTS

RECEIVER'S DISCHARGE CERTIFICATE

WHEREAS pursuant to the Order of the Honourable Justice ● made February ●, 2016 (the "Discharge Order"), Deloitte Restructuring Inc., in its capacity as receiver and manager of Contech Enterprises Inc. (the "Receiver") was discharged as receiver with such discharge to be effective upon the Receiver filing a certificate with this Court certifying that the Receiver has completed the administration of the estate.

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. The Receiver has complied with the Order of the Honourable Justice ● dated February ●, 2015 (the "Discharge Order");
2. The Receiver has completed all other matters that are incidental to the termination of these proceedings and the discharge of the Receiver.

NOW THEREFORE AS A RESULT OF THE FORGOING, the Receiver is entitled to be discharged in accordance with the terms of the Discharge Order.

THIS RECEIVER'S DISCHARGE CERTIFICATE is made and filed by the Receiver in accordance with paragraph 6 of the Discharge Order.

Deloitte Restructuring Inc. in its
capacity as receiver and manager of
Contech Enterprises Inc.

Date: ●, 2016 _____

Per: _____

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matters concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- other

No. S-152303
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HSBC BANK CANADA

PLAINTIFF

AND:

**CONTECH ENTERPRISES INC.
BUSINESS DEVELOPMENT BANK OF
CANADA and others**

DEFENDANTS

NOTICE OF APPLICATION

MCV/LCH

560836.000001

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Telephone: (604) 687-5744
Attn: Magnus C. Verbrugge and Lisa C. Hiebert