



NO. B130731
ESTATE NO.: 11-175551
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE PROPOSAL OF

177398 CANADA INC. dba ADVANTAGE SERVICES

**ORDER MADE AFTER APPLICATION
(SALE APPROVAL)**

BEFORE *MASTER MJIR*) TUESDAY THE
)
) 23RD DAY OF JULY, 2013

THE APPLICATION of 177398 Canada Inc. dba Advantage Services (the "Company") coming on for hearing at Vancouver, British Columbia, on this date, and on hearing Kimberley A. Robertson, counsel for the Applicant, and no other creditors appearing, although duly served, and upon reading the materials filed herein:

THIS COURT ORDERS that:

1. The time for service of this Notice of Application and supporting materials is hereby abridged so that the application is properly returnable on this date, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. The sale of the assets (the "**Transferred Assets**") pursuant to the Offer of Purchase Agreement dated July 9, 2013 made between 0890461 B.C. Ltd. as the Buyer, and 177398

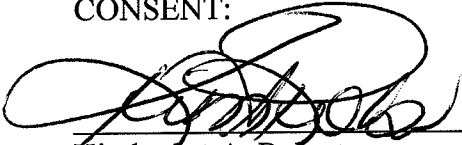
Canada Inc. dba Advantage Services (the “**Company**”) as Seller (the “**Purchase Agreement**”), a copy of which is attached as **Appendix “A”** to this Order, be and is hereby approved according to its terms.

3. For this purpose of this Order, the term “**Company**” includes the **Company**’s trustee in bankruptcy in the event the **Company** is assigned into bankruptcy prior to the closing of the transaction contemplated herein, and in such case the trustee shall have vested to it all rights and obligations under the **Purchase Agreement**, in its capacity as trustee in bankruptcy.
4. The **Company** is hereby authorized to enter into the **Purchase Agreement** and is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction and for the conveyance of the **Transferred Assets** to the **Buyer** as contemplated in the **Purchase Agreement**.
5. The **Company** is authorized to deliver to **Buyer** at the closing of the **Purchase Agreement** one or more general conveyances or specific conveyances signed by the **Seller**, and upon the filing of this Order, together with the payment of any applicable registration fees, all appropriate government authorities are hereby directed to register all transfers or conveyances, as may be required to convey clear title to the **Transferred Assets** to the **Buyer**, except for **Permitted Encumbrances**.
6. All right, title and interest in and to the **Transferred Assets**, shall, upon the closing of the transaction provided for in the **Purchase Agreement**, be vested in the name of the **Buyer** free and clear of all claims and all other encumbrances, security interests, security notices, statements of claim, mortgages, charges, liens (including, without limitation, builders’ liens), and other interests, whatsoever, howsoever, and whensoever created or arising, whether absolute or contingent, fixed or floating, perfected or not, registered or which may be registered, by or through the **Company** in or against or in respect of the **Transferred Assets**, now or hereafter, subject only to the **Permitted Encumbrances** as defined in the **Purchase Agreement**.

7. The net proceeds of the sale of the Transferred Assets, after adjustments, shall be paid to the Proposal Trustee to be distributed, either in the capacity as Proposal Trustee or as Trustee in Bankruptcy, if applicable, in the following amounts and in the following order:
 - a. First, all amounts owing to the Her Majesty the Queen or in respect of collections or contributions as defined in either the *Canada Pension Plan* or the *Employment Insurance Act* as employee's or employer's premiums, or amounts required to be withheld or deducted from an employee or other person in respect of taxes similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or in respect of a provincial pension plan, if any;
 - b. Secondly, all amounts owing pursuant to s. 81.3 of the *Bankruptcy and Insolvency Act* and the *Wage Earners Protection Program Act*, that have not been paid;
 - c. Thirdly, to Lawson Lundell, LLP, to be held in trust pending further court order or agreement between the Company, Proposal Trustee, DIP Lender as previously defined in these proceedings, Royal Bank of Canada and Business Development Bank of Canada.
8. The Company and the Buyer are hereby authorized and given leave to apply to this Honourable Court for any Order that may be required or necessary to give effect to the terms of this Order and give effect to the terms of the Purchase Agreement.
9. The Proposal Trustee and Company are at liberty to apply on notice to Royal Bank of Canada, Business Development Bank of Canada, and all other parties who may have an interest in the application, for the benefit of an administrative charge and/or charging order in respect of their and their counsel's respective fees and disbursements incurred at the standard rates and charges, in priority to all other claims, charges and interests, as against the proceeds of sale from the Transferred Assets, with such proceeds standing in

place and stead of all of the assets, property and undertaking of the Company for that purpose.

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:



Kimberley A. Robertson
Solicitor for 117398 Canada Inc. dba Advantage Services

BY THE COURT



REGISTRAR

OFFER TO PURCHASE

This Offer is made as of July 12, 2013

TO:

177398 CANADA INC. dba Advantage Services, a Federal Company
with an office at 7 - 2075 Brigantine Drive, Coquitlam, BC V3K 7B8

(the "Seller")

FROM:

0890461 B.C. LTD., a BC company with an office at 15 E. 3rd
Avenue, Vancouver, BC V5T 1C5

(the "Buyer")

1. PURCHASE

- 1.1. Offer - The Buyer hereby offers to purchase from the Seller, all of the Seller's rights, title and interest in and to all of the Assets including, without limitation, such assets described in Schedule "A" hereto together with any cash, accounts receivables, inventory, customer lists, contracts for the delivery of goods and services in favour of customers and the business name "Advantage Services" and any derivations of the name as well as any related domain names, email addresses and phone numbers (collectively the "Assets"), all free and clear of any and all encumbrances. For greater certainty, the Buyer shall not assume any liabilities of the Seller except as otherwise provided herein.
- 1.2. Acceptance By Seller - The acceptance of this Offer by the Seller shall convert this Offer into a binding agreement for the sale and purchase of the Assets in accordance with the terms and conditions contained herein but shall be subject to the approval of the Supreme Court of British Columbia in Action No. B130731/Vancouver Registry.

2. PRICE, PAYMENT, & DEPOSIT

- 2.1. Purchase Price - The purchase price payable by the Buyer to the Seller for the Assets shall be ONE HUNDRED AND TWENTY-SEVEN THOUSAND AND ONE HUNDRED DOLLARS (\$127,100) (the "Purchase Price") and payable as follows:
- (a) the sum of FIVE THOUSAND (\$5,000) by way of refundable deposit (the "Deposit") paid to the Seller's solicitors by way of a certified cheque, bank draft or solicitor's trust cheque within one (1) Business Day of the acceptance of this Offer, to be released in accordance with section 2.2 below;
 - (b) assumption of the vacation pay and other non-current salary amounts due to the employees outstanding at the Closing Date currently estimated to be \$16,000, excluding the claims arising from the Employment Standard Board ruling ER#165-815;
 - (c) assumption of all account payables and liabilities arising from the business operations

incurred on or after June 5, 2013, until closing without any adjustment; and

- (d) the balance of the Purchase Price shall be paid by the Buyer to the Seller's solicitors by way of a certified cheque, bank draft or solicitor's trust cheque on the Closing Date (defined below) upon completion of the sale and purchase contemplated by this Offer, as defined in Section 6.1, to be distributed in accordance with the Approval Order.

2.2. Deposit - The Seller and the Buyer agree that the Deposit will be paid to the Seller's solicitor for release either to the Seller on the Closing Date on account of the Purchase Price or to the Buyer:

- (a) if the purchase and sale contemplated by this Offer is not completed by reason of the Seller's default; or
- (b) if the sale and purchase contemplated by this Offer is not completed by reason of the Buyer's Subject Condition not having been satisfied as set forth in Section 3.

3. **CONDITION TO CLOSING BY BUYER**

3.1. The obligation of the Buyer to complete the transaction contemplated herein is subject to:

- (a) the Buyer being satisfied, on the Closing Date, that the Seller has obtained an Order of the Court in the BIA Proceeding, in form and content satisfactory to the Buyer and the Seller (the "Approval Order"):
 - (i) Authorizing and approving the entry by the Seller into this Agreement and consummation of the transactions contemplated hereby; and
 - (ii) Vesting in the Buyer all the right, title, and interest of the Seller in the Assets free and clear of all encumbrances;
- (b) The Buyer being satisfied, on the Closing Date, that no appeal of, motion to vary, stay, or vacate, or motion for leave to appeal the Approval Order or any third party claim is outstanding, pending or threatened by any person, creditor, or governmental authority;
- (c) The Buyer being satisfied, on the Closing Date, that key employees (the "Key Employees") of the Seller that have been identified by the Buyer have signed employment agreements in favour of the Buyer on terms acceptable to the Buyer; and
- (d) the Buyer being satisfied, on the Closing Date, that it has obtained a lease of the current premises on terms acceptable to the Buyer and that the Buyer can remain in possession of the premises on a month to month basis while the lease negotiations are being concluded,

(collectively the "Buyer's Conditions"), each of which conditions are for the sole benefit of the Buyer and may be waived by the Buyer in writing.

3.2. If written notice of fulfillment of Buyer's Conditions is not provided to the Seller by the Closing Date, then failing further written agreement between the parties hereto, this Offer shall become null and void and neither party shall have any further obligations to the other in respect of this Offer and the Deposit shall be returned to the Buyer.

4. CONDITION TO CLOSING BY SELLER AND POST CLOSING CONDITION

- 4.1 The obligation of the Seller to complete the transaction contemplated herein is subject to the Seller having obtained an Approval Order within 8 days, after acceptance of this offer by the Seller, or as may be agreed by the Buyer and Seller.
- 4.2 The Buyer shall provide to the Seller a list of all obligations paid in accordance with paragraph 2.1(d) above, on a bi-weekly basis, until all obligations have been satisfied.

5. BUYER'S DUE DILIGENCE

- 5.1. Due Diligence - The Buyer, at its own expense, may carry out any and all due diligence investigations it determines necessary, acting reasonably. Upon acceptance of this Offer, the Seller will allow the Buyer and its advisors reasonable access to the Assets, the current premises and any records or information requested by the Buyer for the purpose of carrying out such due diligence. The Seller may also require the Buyer to enter into a contract to assist in managing the business prior to the Closing in order to assume the operations and ensure a seamless transition.
- 5.2. No representations or warranties - There are no representations, warranties, guarantees, promises or agreements made by the Seller unless specifically set out in this Offer. The Buyer acknowledges and agrees that the Seller is selling the Assets on an "as is, where is" basis as at the Closing Date. The Buyer acknowledges and agrees that the Seller has not made and will not make any warranty or representation in relation to the Assets including any warranty or representation as to the fitness, design or condition of the particular purpose, quality or the existence of any defect, whether latent or patent. The Buyer further acknowledges that it has entered into this Contract on the basis that the Buyer has conducted such inspections of the condition of and title to the Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Assets or the right of the Seller to sell or assign same save and except as expressly represented or warranted herein. 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 do not apply hereto and have been waived by the Buyer. The description of the Assets contained in the Schedule "A" hereto is for the purpose of identification only. No representation, warranty or condition has or will be given by the Seller concerning completeness or the accuracy of such descriptions.

6. CLOSING DATE AND PROCEDURE

- 6.1. Closing Date - Subject to Section 3, the closing of the sale and purchase of the Assets as herein contemplated shall take place at the offices of the Seller's solicitors at 2:00 p.m. on the 7th Business Day after the later of:
- a. the acceptance of the Offer; and
 - b. the Approval Order,

provided that the Buyer's Conditions are satisfied (the "Closing Date"), unless otherwise agreed

between the parties.

- 6.2. Completion of Closing – Submission for registration of all the requisite documents in all appropriate offices of public record and all matters of payment and delivery of documents by each party to the other shall be deemed to be concurrent requirements of closing so that the closing shall not be completed hereunder until everything has been paid, and delivered and submitted for registration, if required. The closing documents will include the Approval Order as referenced in paragraph 4 above.

7. COSTS AND TAXES

- 7.1. PST/HST Joint Election – The Buyer will be liable for and shall pay all provincial sales taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Assets by the Seller to the Buyer. At Closing, each of the Buyer and Seller shall make the elections provided by s. 167 of the *Excise Tax Act*.
- 7.2. Cost to Clear Title - The cost of obtaining and registering any documents required to clear title to the Assets of any encumbrances shall be borne by the Seller.
- 7.3. Legal Fees – Each party shall pay its own legal fees.

8. POSSESSION, ADJUSTMENTS AND RISK

- 8.1. Vacant Possession - Following payment of the balance of the Purchase Price on the Closing Date (the "Possession Date"), the Buyer shall have possession of the Assets.
- 8.2. Risk - The Assets shall be at the risk of the Seller until the completion of the closing of the sale and purchase herein contemplated and thereafter at the risk of the Buyer. In the event of material loss or damage to the Assets occurring before the completion of the closing of the sale and purchase contemplated herein whether by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion, riot, civil commotion, insurrection, war or otherwise then the Buyer may, at its option, within cancel this Offer or close the sale and require the Seller to assign to the Buyer the proceeds of any insurance claim arising therefrom.

9. MISCELLANEOUS

- 9.1. Residency - The Seller is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).
- 9.2. Currency - All dollar amounts referred to in this Offer are Canadian dollars.
- 9.3. Tender - Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by solicitor's trust cheque, certified cheque or bank draft.
- 9.4. Time of Essence - Time is of the essence of this Offer, 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 Seller and the Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

- 9.5. Construction - The division of this Offer into articles and sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Offer.
- 9.6. Notices - Any notice to be given under this Offer shall be in writing and shall be validly given if delivered to the address set out above or to such other address or email address as a party may advise the other by written notice hereunder. Any notice addressed and provided as aforesaid shall be deemed to have been given on the day of delivery or e-mail if a Business Day and if not a Business Day, then on the next Business Day or if mailed, on the third Business Day following the posting thereof, provided that if there is a postal strike, dispute or slowdown, notices shall only be effective if delivered or transmitted by e-mail.
- 9.7. Entire Agreement - This Offer, including the schedules attached hereto, constitutes the entire agreement between the parties pertaining to the sale and purchase of the Assets and supersedes all prior agreements, negotiations and discussions, regarding the purchase of the Assets by the Buyer whether oral or written, of the Seller and the Buyer.
- 9.8. Survival - All representations, warranties, covenants and agreements of the Buyer and of the Seller, if any, contained in this Offer shall survive the completion of the sale of the Assets. There are no representations, warranties, guarantees, premises, covenants or agreements made by the parties with respect to the purchase of the Assets other than those set out herein.
- 9.9. Assignment - At any time prior to the Closing Date, the Buyer shall have the right to assign this Offer to a related entity, provided that the Buyer shall not be released from its obligations hereunder notwithstanding any such assignment(s). If the Seller is assigned into bankruptcy after the Approval Order is pronounced, but before the Closing Date, the Buyer acknowledges and agrees that the Trustee may take all steps as may be necessary to complete this transaction, and that all right, title and interest in this agreement shall vest to the Trustee.
- 9.10. Costs and Expenses - Each of the parties shall bear their own costs and expenses incurred or to be incurred in negotiating and preparing this Offer and in the closing of the transaction contemplated herein.
- 9.11. Severability - If any term or condition of this Offer or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Offer and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Offer shall be valid and enforced to the fullest extent permitted by law.
- 9.12. Further Assurances - Each of the parties shall at all times hereafter execute and deliver, at the request of another party, all such further documents and instruments and shall do and perform all such further acts as may be reasonably required by that other party to give full effect to the intent and meaning of this Offer.
- 9.13. References - Wherever the singular or masculine is used in this Offer, the same shall be deemed to include references to the plural, feminine or body corporate or politic, as the context may require.
- 9.14. Business Days - In this Offer, "Business Day" means a day that is not a Saturday, Sunday or statutory holiday in British Columbia.

- 9.15. Governing Law - This Offer shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. The Seller and the Buyer agree to submit to the jurisdiction and the courts of British Columbia with respect to any dispute relating to this Offer or the purchase and sale transaction contemplated herein.
- 9.16. Binding Effect - This Offer shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 9.17. Execution by Facsimile and Counterpart - This Offer may be executed by the parties in any counterparts, each of which, when delivered, either in original, facsimile or other electronic form, shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 9.18. Schedules - The following Schedules attached hereto and referred to in this Offer are an integral part of this Offer:

<u>Schedule</u>	<u>Description</u>
A	Assets

10. ACCEPTANCE

This Offer is open for acceptance by the Seller in the manner described below until 4:00 p.m., Vancouver, British Columbia time, on July 12, 2013, and if not accepted on or before such time, shall be null and void. This Offer may only be accepted by the Seller signing and delivering the same to the Buyer on or before the above-specified time for acceptance to the Buyer's address or email as set out above.

IN WITNESS WHEREOF the Buyer has executed this Offer on the 12th day of July, 2013.

0890461 B.C. LTD.
by its authorized signatory

Per: _____


ACCEPTANCE OF OFFER

For and in consideration of the covenants and agreements of the Buyer contained in this Offer and other good and valuable consideration, the receipt and sufficiency of which the Seller hereby acknowledges, the Seller hereby irrevocably accepts this Offer and agrees to sell to the Buyer, on the terms and conditions set forth herein, the Assets comprised in Schedule "A".

IN WITNESS WHEREOF the Seller has executed this Acceptance of Offer on the 12 day of July, 2013.

177398 CANADA INC.
by its authorized signatory

Per: 

July 2, 2013

Schedule A

177398 Canada Inc dba Advantage Services

List of Assets:

All Accounts Receivable of 177398 Canada Inc dba Advantage Services as of July 3, 2013 plus any after-acquired Accounts Receivable.

All Inventory of 177398 Canada Inc dba Advantage Services as of July 3, 2013 plus any after-acquired Inventories.

All Equipment of 177398 Canada Inc dba Advantage Services per the "Advantage Equipment List" given below and any after-acquired equipment.

Miscellaneous Assets as follows:

<u>- Furniture - Description:</u>	<u>Quantity</u>
- Horseshoe style desks with attached Cabinets & upper cupboards	8
- Office Chairs	17
- Conference Table	1
<u>- Misc Equipment - Description</u>	
- Air conditioning units	3
- Desktop computers, screens, keyboards	8
- Computer servers	2
- Power packs	3
- Adding Machines	5
- Filing Cabinets with files	15
- microwave	1
- mini fridge	1

	Quantity
- <u>Vehicles</u>	
Smart Cars:	
VIN# WMEEJ31X39K230991	1
VIN # WMEEJ31X18K199643	1
Trailer	1
- <u>Miscellaneous:</u>	
- Trade names: "Advantage Plumbing & Drainage Ltd"	1
- Intellectual Property- Dispatch & Customer Data Base system (Includes customer list)	1
- Website: www.youradvantage.ca	1
- all phone #'s and cell phone #'s	
- contract with credit card co.'s for customer payments	
- any company prepaid assets	

25/21/13

ADVANTAGE EQUIPMENT LIST

<u>Category</u>	<u>Make</u>	<u>Item</u>	<u>Model</u>	<u>Serial</u>	<u>Ident</u>
Electronics					
					E series
	Rigid	8" Monitor	AC only	42-003004	E-10
	Rigid	Camera	See Snake	21-015411	E-12
	Rigid	Camera	See Snake	21-018348	E-16
	Makita	Charger	DC 1411	N/A	E-17
	Rigid	Camera/Monitor	See Snake	70-2778	E-19
	UEI	Gas Leak Detector	8030 SW Nimbus	141606 9051	E-21
	UEI	Neg. Pressure Mtr	EM20		E-22
	UEI	Elec.Manometer	EM200		E-24
	UEI	CO Detector	CO71A		E-25
	UEI	IR Thermometer	INF185		E-26
	UEI	Gas Leak Detector	CD200	141606 9056	E-27
	Ridgid	Locator, Scout	19238	208-09616	E-28
	TPI	Manometer	610	86114590042	E-30
	Rigid	Monitor in a box for	See Snake	64-000671	E-32
	TPI	Digital Manometer	610	8616150037	E-34
	TPI	Clampmeter		18216430103	E-35
	TPI	Carbon Monoxide Gas Leak Detector		11316430022	E-36
	Fisher Labs	M-scope. Used for deTW-6		24580	E-39
	Rigid	Camera	See Snake	21-027557	E-42
	Tecumseh	Portable Generator	OHH55690696	TTP195U1G1RA	E-44
	Fisher Labs	M-scope. Used for deTW-6		18101763	E-46
	Marquette	Battery Tester-Chargt	33-109		E-47
	Test Products InterHVAC Kit – Pressure	TPI-610		8614510046	E-48A
	Test Products InterHVAC Kit – Digital Cl:	TPI-270		18214170023	E-48B
	Test Products InterHVAC Kit – CO Monit	TPI-770		11314420025	E-48C
Office Furniture					
					F series
Plumbing					
					P series
		Jetter	GC-05	3174198	P-12
	Comet	Jetter, includes hose	BXD 2528	6525001700	P-14
	Comet	Jetter	LMD-K 3025	31322563	P-15
	Hitachi	Hammer Drill	DH50MB	75-0023	P-16
	Bosch	Hammer Drill	0611-234-739	18501441	P-17
	Bosch	Hammer Drill	0311-235-739	281000078	P-19
	MK Diamond	Cut-Off Saw	walk behind	2014786	P-20
	Apollo	Backflow Test Set	40-TK5U	4072384	P-21
	Bosch	Hammer Drill	11241EVS	884002267	P-22
	Rigid	Power Spin Drain Cleaner auger			P-23
	Rigid	Power Spin Drain Cleaner auger			P-24
	Hilti	Hammer Drill	TE76	30348	P-25
	Rigid	Drain Line auger	K3800		P-26
	General	Mini-Rooter drain line auger			P-27
	Rigid	Drain Line auger	K3800		P-31
	Rigid	Drain Line auger	K3800		P-33
	Rigid	Power snake drain lin	K-39AF	59850	P-35
	Ridge Tool Co.	Cast iron pipe cutter	226		P-36

Rigid	Drain Line auger	K3800	VAG09057F02	P-37
Rigid	Power snake drain line auger			P-38
STIHL	Orange hand carried	TS420	4238 351 0501 B	P-41
Rigid	Mainline Auger	K7500	VAK06554L01	P-42
Rigid	Power Spin Drain Cleaner auger			P-45
Rigid	Drain Line auger	(22nK3800	VAG09083G02	P-47
Stihl	Cut-off Saw (two stro)	TS420	42383510501B	P-48
Soft Touch	1" Crimp Tool	9204 STL		P-49
Rigid	Pro-Pack vacuum clea	WD45500	09007R0372	P-50
Milwaukee	Heavy Duty 1/2" Hole	1676-6	413DP09040367	P-51
Cherne	Bicycle type Test Pun	273-958	No S/N	P-53
Ridge Tool Co.	6' Toilet Auger (Cat #	K-6	No S/N	P-55
Ridge Tool Co.	6' Toilet Auger (Cat #	K-6	No S/N	P-56
Ridge Tool Co.	6' Toilet Auger (Cat #	K-6	No S/N	P-57
Wey-Tek	Refrigerant Scale	713-500-G1	943	P-59
Ritchie	SuperEVac Pump	93560	U389710	P-60
JB Industries	Digital Vacuum gauge	DV-22N	47484	P-61
Ritchie	Refrigerant Pressure	R-12/R-22/R-502	No S/N	P-62
	Orriface Tip Drill			P-63
	Orriface Tip Drill			P-64

Construction

				C series
Bosch	BRUTE Jack Hammer		784000384	C-11
Ingersol Rand	Plate Tamper	BX-60	SG1317	C-12
Makita	12 Volt Drill	MT063	0092036 Y 6.5	C-13
Hitachi	Hammer Drill	DH-40MRY	771248	C-14
Makita	Cut-Off Saw	DPC7321	806249613	C-15
Makita	Drill	6013BR	405809-2	C-16
Makita	Pneumatic Brad Nail	AF505	48753E	C-17
Makita	Cordless Driver Drill	6281D	177412	C-18
Makita	Compound Miter Saw	MLS100	25104	C-20
Ramset	Low velocity piston fa	HD22	70508170	C-21
Skil	Skil saw	534C		C-22
PowerSonic	7" Tile table saw	80700		C-23
Husqvarna	Gas powered chain sa	137 E-series	20064900642	C-24
Pentax	Surveyor Level	AL-M5C	235699	C-25
Construction Electr	Temporary power box	99577	612	C-26
Construction Electr	Temporary power box	99577	612	C-27
Makita	Cordless drill	6280D	567904	C-28
Construction Electr	10' angle plug	125/2599059	612	C-29
Stanley	Bostitch Nail Gun	T55S4	155S4-10111053	C-30
Stanley	Bostitch Nail Gun		X4778	C-31
Rigid	Cordless orange 1/2"	R840011501	G054162288	C-32
Rigid	Cordless orange 3/8"	R83001		C-33
Rigid	Cordless orange Saw	R844	G05413171	C-34
Rigid	Cordless orange 6 1/2"	R845	G054199175	C-35A
Rigid	Cordless orange screi	R84230	G054132602	C-35
Rigid	Battery Charger with	IG0541	140276012	C-36
Makita	Belt Sander (in red bc	9900B	153501E	C-38
Makita	Finishing Sander (orb	804510	316668E	C-39
Makita	Finishing Sander (orb	B04552	72438A	C-40

Black & Decker	Deluxe Sander Dual /5710		706 528 809	C-41
Craftsman	3/8" Electrical Drill 315 11380		58290	C-42
Bosh	Hand grinder 1375-01		884000995	C-43
Makita	Hand Power Planer 1900B		371311E	C-44
Black & Decker	1/2" drill (grey) 7250-04			C-46
Skil	7 1/4" worm drill skil s:HD77M		H1043476	C-47
Black & Decker	22" electric hedge trimmer 8144-04			C-48
Hitachi	Variable Speed Cordless Drill D514DMR		1425302);	C-49
Craftsman	19.2V Cordless Drill 19.2VoltEX		505	C-50
Makita	Mitre Saw LS1011		1202E-92-10	C-51
Makita	Electric Jackhammer HM1810		25304E	C-52
Makita	13mm Drill 6013B-R		475954C	C-53
Construction Electr	10' angle plug 125/2599577		612	C-54
Makita	Skil saw 7 1/4" 5007FA		45178C	C-55
	1/2" heavy duty rever			
Milwaukee	Two speed RIGHT ANGLE 1101-1		493ED08300105	C-56
Hitachi	Grinder, 4 1/2 " G12SSG12SS		J490513	C-57
Dewalt	Sawzall DW304-P		944828 2009 22 45	C-58
Milwaukee	Super Sawzall 6537-22		9_6W602340655	C-59
Hitachi	Brad Gun NT 50AE2		Q5105022	C-60

Restoration

				R series
No info	Extractor (grey)	No info	No info	R-8
Prostar	Extractor	7000	24090	R-9
Sahara Pro	Turbo Dryer	F65	29812	R-13
Sahara 1	Turbo Dryer	F188	126100	R-14'
Sahara 1	Turbo Dryer	F153	10781	R-20
DriEase	Dehumidifier	F232	7262	R-21
Sahara 1	Turbo Dryer	F153	14737	R-23
Sahara 1	Turbo Dryer	F188	126080	R-33
Sahara 1	Turbo Dryer	F188	126117	R-34
Sahara 1	Turbo Dryer	F188	52696	R-35
Sahara 1	Turbo Dryer	F188	126120	R-36
Sahara 1	Turbo Dryer	F188	52688	R-37
Sahara 1	Turbo Dryer	F188	39517	R-39
Sahara 1	Turbodryer	F188	54079	R-40
Sahara 1	Turbo Dryer	F188	52692	R-41
Sahara	Turbo Dryer	F351	14603	R-42'
Sahara	Turbo Dryer	F351	14598	R-43'
Sahara	Turbo Dryer	F351	14435	R-44'
Sahara	Turbo Dryer	F351	14600	R-45'
Sahara	Turbo Dryer	F351	14585	R-46'
Sahara	Turbo Dryer	F351	14592	R-47'
Sahara	Turbo Dryer	F351	14604	R-48
Sahara	Turbo Dryer	F351	14589	R-49'
Sahara	Turbo Dryer	F351	14595	R-50

Sahara	Turbo Dryer	F351	14426	R-52
Sahara 1	Turbo Dryer	F188	126109	R-53
Sahara Pro	Turbo Dryer	F65	45162	R-54
DriEase	Dehumidifier	F292	18048	R-55
Sahara	Turbodryer	F351	35191	R-56
Sahara	Turbodryer	F351	35192	R-57
Sahara	Turbodryer	F351	35193	R-59
Sahara	Turbodryer	F351	35190	R-60
Sahara	Turbodryer	F351	34596	R-61
DriEase	Dehumidifier	Evolution 292	23388	R-62
DriEase	Dehumidifier	Evolution 292	23386	R-63
DriEaz	Dehumidifier	F292	18051	R-64
Abatement Techno	HEP-A-AIRE Duct Cle	H2200	0346B	R-65
Olympus	Extractor	M100M	5555	R-69
Olympus	Extractor	M100M	5548	R-70
Abatement Techno	Hepa-aire portable air	PAS600	3736B	R-71
DriEaz	Moisture Counter	DHT 200	350886	R-72
EURAMCO	RAMFAN Turboventil	UB20	210022	R-73
Makita	Power Scraper	HK1800K	63E	R-74
Abatement Techno	Blue Predator portabl	Pred1200	690A	R-78
Olympus	Extractor	M100M	5590	R-80
Olympus	Extractor	M100M	5543	R-82
Hydro-Force Inc	3 Gal poly sprayer	AS14		R-84
			SFMH007860	R-85A
Everstar	1500W Ceramic Heat	HPV-25	SFMH001492	R-85B
DriEaz	Dehumidifier	LGR2000	15139	R-86
Husky	Wet Dry 2.5 gal vacum cleaner		to stay in Sangh's truck	
DriEaz	Hydrosensor (approx 2' long, blue)		19385	R-89
Santana	Turbodryer	F153	14732	R-91
Santana	Turbodryer	F01	49832	R-93
DriEaz	Dehumidifier	F133	4001	R-94
DriEaz	Dehumidifier	F133	11542	R-96
DriEaz	Dehumidifier	F133	3999	R-97
DriEaz	Dehumidifier	F133	6779	R-99
Sahara	Turbo Dryer	F351	14597	R-101
Sahara	Turbo Dryer	F65	29795	R-102
Sahara	Turbo Dryer	F188	20901	R-103
Sahara	Turbo Dryer	F153	10782	R-104
Sahara	Turbo Dryer	F188	126113	R-105
Injectedry	In Wall Drying System	UAA1		R-106
DriEase	Dehumidifier	T188	126120	R-107
Aire-Sweep	Portable Compressor	C17-185GH	80502064	R-108

No. S117602
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:
530526 B.C. LTD.
PLAINTIFF

AND:
0895952 B.C. LTD.
AND OTHERS
DEFENDANTS

ORDER

File: 26420-115272



Barristers and Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Phone: (604) 685-3456
Attention: William L. Roberts