

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

MAY 30 2013

ENTERED



No. B-130443
Vancouver Registry

In the Supreme Court of British Columbia
In Bankruptcy and Insolvency

Re in the Matter of the Bankruptcy of
Northwest Angling Adventures Ltd.

ORDER MADE AFTER APPLICATION

(Approval and Vesting Order)

BEFORE THE HONOURABLE)
MR. JUSTICE GROVES) 24 May 2013
)

THE APPLICATION of PricewaterhouseCoopers Inc., in its capacity as the Trustee in Bankruptcy of Northwest Angling Adventures Ltd. (the "Debtor"), and in its capacity as the Court Appointed Receiver ("Receiver") of the assets, undertaking and properties of the Debtor, coming on for hearing at Vancouver, British Columbia, on the 24th day of May, 2013; AND ON HEARING Steven D. Dvorak, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto, although duly served; AND UPON READING the material filed, including the Report of the Receiver dated May 21, 2013 (the "Report");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Asset Purchase Agreement dated May 16, 2013 (the "Sale Agreement") between the Receiver and Spring & Ash Creeks W.M.U., LLC and Michael Uehara or their assignee, and assigned to 0970852 B.C. Ltd. (the "Purchaser"), a copy of which is attached as Appendix "C" to the Report, as modified by the Arrangement Regarding Lease Assignment attached as Schedule "B" hereto, is hereby approved, and the Sale Agreement is deemed to be commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance, transfer and assignment to the Purchaser of the assets described in the Sale Agreement (the "Purchased Assets").

2. Subject to paragraph 5 of this Order, upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement, including without limitation the Vessels listed on Schedule "D" hereto, shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, maritime liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated March 28, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule "E" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "F" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. The Registrar of the Transport Canada Marine Vessel Registry is hereby directed to register the transfer of the title to the Vessels set out in Schedule "D" to the Purchaser free and clear of all registered charges, mortgages and other encumbrances, upon presentation of a certified copy of this Order together with a letter from Bull, Housser & Tupper, LLP, authorizing registration.

4. Upon registration of the Vessels in the name of the Purchaser at the Transport Canada Marine Vessel Registry, Bull, Housser & Tupper LLP, solicitors for the Receiver, are authorized to make such filings in the Personal Property Security Registry as may be necessary to discharge, release, delete and expunge from the title to the Purchased Assets, including the Vessels, all of the registered Encumbrances set out in Schedule "E", except for those enumerated in Schedule "F".

5. The transfer of the Foreshore Lease proposed in section 2.1(c) of the Sale Agreement shall not be effective unless consented to by Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister responsible for the *Land Act* (the "Province"), pursuant to Article 7.1 of the Foreshore Lease. Nothing in this Order abrogates or derogates in any way from the constitutional rights, if any, of the Gitga'at First Nation to be consulted and accommodated in respect of the proposed transfer of the Foreshore Lease, nor fetters in any way the authority or discretion of the Province to accommodate the Gitga'at in respect of the Foreshore Lease.

6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

7. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

8. Pursuant to Section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or Section 18(10)(o) of the Personal Information Protection Act of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

9. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "F".

10. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

11. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the Bankruptcy and Insolvency Act and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Trustee in Bankruptcy of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the Bankruptcy and Insolvency Act or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

13. The actions and activities of the Receiver, as described in the Report, are hereby approved.

14. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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



Signature of

Party Lawyer for the Receiver
Steven D. Dvorak

ENDORSEMENTS ATTACHED

Signature of

Party Lawyer for 0970852 B.C. Ltd.
Colin Brousson

ENDORSEMENTS ATTACHED

Signature of

Party Lawyer for Gitga'at First Nation
Scott Turner

ENDORSEMENTS ATTACHED

Signature of

Party Lawyer for Aragon Investments Ltd.
Christopher Ramsay

BY THE COURT

REGISTRAR



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Steven D. Dvorak

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Steven D. Dvorak

Signature of

Party Lawyer for 0970852 B.C. Ltd.

Colin Brousseau

Signature of

Party Lawyer for Gitga'at First Nation

Scott Turner

Signature of

Party Lawyer for Aragon Investments Ltd.

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Party Lawyer for 0970852 B.C. Ltd.
Colin Brousson

Signature of

Party Lawyer for Gitga'at First Nation
Scott Turner



Signature of

Party Lawyer for Aragon Investments Ltd.
Christopher Ramsay

BY THE COURT

REGISTRAR

Schedule A
List of Counsel

Counsel for PricewaterhouseCoopers Inc., Receiver	Steven D. Dvorak Bull, Housser & Tupper LLP
Counsel for 0970852 B.C. Ltd., Purchaser	Colin Brousson Gowling Lafleur Henderson LLP
Counsel for Gitga'at First Nation	Scott Turner Burns, Fitzpatrick, Rogers, Schwartz & Turner LLP Matthew Kirchner Ratcliff & Company LLP
Counsel for Aragon Investments Ltd.	Christopher Ramsay Fraser Milner Casgrain LLP

Schedule B
Agreement Regarding Treatment of Lease Assignment

1. Paragraph 5 respecting the assignment of the Foreshore Lease will be removed from the draft Vesting Order and replaced with language acceptable to the Gitga'at First Nation.
2. If granted, the pronouncement of the Vesting Order will satisfy the Mutual Covenant as defined in the Asset Purchase Agreement, provided it is not stayed or reversed or dismissed as of the Closing Date.
3. The sale will complete in accordance with the Asset Purchase Agreement, except as provided herein.
4. The Purchaser will expressly and unreservedly assume any and all risk in connection with obtaining the consent to the assignment of the Lease from the Crown and any other necessary parties (the "Consent"), except as provided herein.
5. The sum of \$50,000 will be held back from the Purchase Price, and placed into trust (the "Holdback").
6. Interest on the Holdback will accrue to the benefit of the recipient in accordance with this agreement.
7. The Purchaser will use its best, good faith efforts to obtain the Consent, and will keep the Receiver reasonably informed of its efforts in connection with, and the status of, the assignment process.
8. If the Consent is obtained, then the Receiver will assist as required pursuant to the Asset Purchase Agreement with the assignment of the Lease to the Purchaser or its nominee/assignee, or any related party (the "Assignment").
9. If the Assignment is obtained within 4 months of completion of the purchase and sale transaction, then the Holdback will be released to the Receiver, without deduction.
10. If the Assignment is not obtained within 4 months of completion of the purchase and sale transaction, as a result of the Purchaser's failure to use its best, good faith efforts, then the Holdback will be released to the Receiver, without deduction.
11. If the Purchaser or its nominee/assignee, or any related party, locates the Lodges for the purpose of operating the resort business within a 50 mile radius of the current location of the Lease, within 4 months of completion of the purchase and sale transaction, then the Holdback will be released to the Receiver, without deduction.
12. If the Purchaser or its nominee/assignee, or any related party fails to obtain the Assignment, or does not locate the Lodges for the purpose of operating the resort business within a 50 mile radius of the current location of the Lease, within 4 months of completion of the purchase and sale transaction, then the Holdback will be released to the Purchaser, without deduction.

13. The Holdback will be delivered to the recipient within two business days of any event triggering its release in accordance with paragraphs 9, 10, 11 or 12 of this agreement.

14. The Receiver will not assign or take any steps to assign the Lease to any other parties other than the Purchaser during the Holdback period.

Schedule C
Receiver's Certificate

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the British Columbia Supreme Court (the "**Court**") dated March 28, 2012, PricewaterhouseCoopers Inc. was appointed as receiver (the "**Receiver**") of the undertaking, property and assets of Northwest Angling Adventures Ltd. (the "**Debtor**").

B. Pursuant to an Order of the Court dated May 24, 2013, the Court approved the offer to purchase made as of May 16, 2013 (the "**Sale Agreement**") between the Receiver and 0970852 B.C. Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser and its assignees of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

PricewaterhouseCoopers Inc., the Trustee in
Bankruptcy and Court Appointed Receiver of
the assets, undertaking and properties of
Northwest Angling Adventures Ltd.

Per: _____
Name: _____
Title: _____

Schedule D
Vessels

1.	King Pacific Lodge #2	
	Official Number	314901
	Vessel name	AMIX No. 2
	Year Built	1962
	Vessel Type	Barge
2.	King Pacific Lodge #1	
	Official Number	320241
	Vessel name	AMIX No. 1
	Year Built	1962
	Vessel Type	Barge
3.	Guide Boat	
	Official Number	C15903BC
	Hull number	QQV220007A05
	Vessel Type	Bridgeview Aluminium 230 HP
4.	Guide Boat	
	Official Number	C15904BC
	Hull number	QQV180076A05
	Vessel Type	Bridgeview Aluminium 115 HP
5.	Guide Boat	
	Official Number	C15905BC
	Hull number	VCJ19126C898
	Vessel Type	Mirage Fiberglass 125 HP
6.	Guide Boat	
	Official Number	C15906BC
	Hull number	ZQ0AC427G404
	Vessel Type	Aircraft Aluminium 230 HP
7.	Guide Boat	
	Official Number	C15907BC
	Hull number	QQV220004E04
	Vessel Type	Bridgeview Aluminium 230 HP
8.	Guide Boat	
	Official Number	C15908BC
	Hull number	QQV220001D03
	Vessel Type	Bridgeview Aluminium 230 HP

9.	Guide Boat	
	Official Number	C15909BC
	Hull number	VCJ18127C898
	Vessel Type	Mirage Fiberglass 115 HP
10.	Guide Boat	
	Official Number	C15910BC
	Hull number	QAEF99230999
	Vessel Type	Armstrong Aluminium 90 HP
11.	Guide Boat	
	Official Number	C15911BC
	Hull number	ZB118519C595
	Vessel Type	Campion Fiberglass 115 HP
12.	Guide Boat	
	Official Number	C15912BC
	Hull number	QAEF9B230999
	Vessel Type	Armstrong Aluminium 90HP
13.	Guide Boat	
	Official Number	C15913BC
	Hull number	QQV180089A05
	Vessel Type	Bridgeview Aluminium 115 HP

Schedule E

Claims to be deleted/expunged from title to the Purchased Assets

1. PPSA Security Agreement registered in favour of The Toronto-Dominion Bank, Commercial Bank Centre as Secured Party and Northwest Angling Adventures Ltd. and King Pacific Lodge as Debtors on June 24, 2002 under Base Registration #467026A; renewed on May 2, 2005 under #321743C; and further renewed on June 20, 2008 under #436373E.
2. PPSA Security Agreement registered in favour of Michael Uehara as Secured Party and Northwest Angling Adventures Ltd. and King Pacific Lodge as Debtor on February 26, 2013 under Base Registration #209904H.
3. Possessory Lien, Maritime Lien, Repairer's Lien or any other claim or lien by 380478 B.C. Ltd. doing business as Bridgeview Marine and/or Lloyd's Boat Place, in the amount of \$6,783.451 as of March 29, 2013.
4. Possessory Lien, Maritime Lien, Repairer's Lien or any other claim or lien by Wainwright Marine Services Ltd., in the amount of \$208,008.16 as at March 27, 2013.

Schedule F
Permitted Encumbrances, Easements and Restrictive Covenants
related to the Purchased Assets

NIL

No. B-130443
Vancouver Registry

In the Supreme Court of British Columbia
In Bankruptcy and Insolvency

Re in the matter of the Bankruptcy of
Northwest Angling Adventures Ltd.

**ORDER MADE AFTER APPLICATION
(Approval and Vesting Order)**

BULL, HOUSER & TUPPER LLP
Barristers & Solicitors
3000 - 1055 West Georgia Street
Vancouver, B.C. V6E 3R3
Telephone: (604) 687-6575
Facsimile: (604) 641-4949
E-mail: litigation@bht.com
Attention: Steven D. Dvorak

SDD/cef

Matter# 13-2470

*DYE AND DURHAM CORP.
W/O - 761416-1*