

G.R. Green Building Products Inc. in Bankruptcy

Sale Information Package

<u>Description</u>	<u>Reference</u>
Background	Page 2
Disclaimer	Page 3
Terms & Conditions of Sale	Pages 4-7
Patents	Schedule "A"
Trademarks	Schedule "B"
Offer to Purchase Form	Schedule "C"

Assets for Sale

G.R. Green Building Products Inc.

Campbell, Saunders Ltd., in its capacity as Trustee of G.R. Green Building Products Inc. (the “Company”), is seeking offers for the purchase and/or transfer of its right, title and interest in and to the intellectual property (Trademarks and Patents) owned by the Company.

Background

The Company was formed in 2005 and developed a proprietary process to manufacture environmentally sustainable synthetic building material for roofing and siding applications. Made from recycled plastic (milk bottles and grocery bags) and limestone, the product has met all building code requirements – fireproof, waterproof, impact and wind resistant. The Company developed and operated a pilot plant until the end of 2015 but is not currently operating.

The Company has trademarked “GR Green Cedar” and “GR Green Slate”. The Company also owns several patents relating to its building products in Australia, Canada, New Zealand, Germany, France, the United Kingdom and the United States.

For further details on the Company’s intellectual property or on the terms and conditions of sale, please contact:

Ms. Michelle Wang

Phone: (604) 915-5574

Email: mwang@cspan.com

DISCLAIMER

G.R. Green Building Products Inc. (the “Company”) was deemed bankrupt on June 7, 2017, pursuant to a Court order granted by the Supreme Court of British Columbia (the “Court”). Campbell, Saunders Ltd. (“CSL”) was named as the Trustee. A further order was granted by the Court on June 15, 2017, amending the initial order.

CSL, in its capacity as Trustee of the Company, is soliciting offers for its right, title and interest in and to the assets of the Company described in Schedules “A” and “B” attached hereto.

This Sale Information Package is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. CSL does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction or use of this Sale Information Package or its contents contrary to the terms upon which this information is provided.

The information provided herein has been obtained from the records of the Company and other third party information. We advise that CSL has not performed any audit functions with regard to the information provided herein.

The assets of the Company are described in Schedules “A” and “B” attached hereto and are being offered for sale on an “as is, where is” basis. CSL makes no warranty or representation, either expressed or implied, with respect to the asset description, condition, size, quantity or value.

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TERMS AND CONDITIONS OF SALE

1. The vendor is Campbell, Saunders Ltd. (“CSL”) in its capacity as Trustee of G.R. Green Building Products Inc. (the “Company”), which is soliciting offers for the assets of the Company described in Schedules “A” and “B” attached hereto.
2. The assets being offered for sale, pursuant to these Terms and Conditions of Sale, are described in:

Schedule “A”	Patents
Schedule “B”	Trademarks
3. Any supplementary information provided, has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete, accurate or reliable and does not form part of these Terms and Conditions of Sale.
4. Each offer shall be in writing.
5. Offers for the purchase of the assets “en bloc” are preferred, however, **all offers should include separate and distinct values attributed to any particular asset(s) and be executed on the attached Schedule “C” – Offer to Purchase Form.** Offers must be sealed and marked “Offer – G.R. Green Building Products Inc.” and be delivered or mailed postage prepaid to Campbell, Saunders Ltd., #1000 – 570 Granville Street, Vancouver, B.C., V6C 3P1, Attention: Ms. Michelle Wang, and must be received before **Noon PST on the 5th day of July 2017.**
6. Each offer submitted must be accompanied by a certified cheque, bank draft or money order payable to “Campbell, Saunders Ltd. – In Trust”, for an amount equal to **25% of the total offered price or by other means as mutually agreed to by the vendor and the purchaser.** If an offer is accepted the certified cheque, bank draft or money order shall be deemed a cash deposit and the successful offerors shall pay the balance of the purchase price to the vendor at the time and on the terms and conditions set out herein.
7. In consideration of CSL making available to offerors these Terms and Conditions of Sale, other information and the opportunity of inspection, and/or in consideration of the Trustee receiving offers, each offeror agrees that its offer is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.
8. Certified cheques, bank drafts or money orders accompanying offers that are not accepted by the vendor will be returned to the offeror, without interest, at the address given in the

offer by the **10th day of July 2017** or will be available for pick-up by the offeror if requested.

9. The highest or any offer will not necessarily be accepted.
10. The Trustee reserves the right to sell any or all of the assets listed in Schedules “A” and “B” at any time prior to the closing date for offers, being **Noon PST on the 5th day of July 2017**.
11. Offers will be received on the basis that the offeror has inspected the assets offered for sale and has relied entirely upon its inspection and investigation, and that there is no warranty, or representation, either expressed or implied, with respect to the assets or the title, description, fitness for purpose, quantity, merchantability or quality, as to all of which the purchaser shall be deemed to have satisfied itself, or in respect of any matter or thing whatsoever. The assets are being sold on an “as is, where is” basis with no representations or guarantees, expressed or implied.
12. If the vendor accepts any offer, then such acceptance shall be communicated to the successful offeror by the **7th day of July 2017**. Such notice may be by telephone, facsimile transmission or delivery to the address set forth in the offer. Any notice given otherwise than by registered mail or delivery may be confirmed by registered mail or delivery. Notice of acceptance shall be deemed effectively given when so delivered, telephoned or sent by facsimile transmission or other means of recorded telecommunication or on the date of deposit in a post office if mailed by registered mail, as the case may be. Upon such acceptance, there shall be an Agreement of Purchase and Sale between the vendor and the offeror as purchaser on the terms contained herein. The offer, these Terms and Conditions of Sale and acceptance shall be sufficient evidence of an Agreement of Purchase and Sale.
13. The balance of the purchase price shall be paid to the vendor by certified cheque, bank draft, money order or by other means as mutually agreed to by the vendor and the purchaser on the closing date, which shall be the **10th day of July 2017** (the “Closing Date”). The Closing Date shall be subject to adjustment only at the mutual consent of the vendor and the purchaser.
14. On the Closing Date and on completion of the Agreement of Purchase and Sale, the purchaser or its agents shall be entitled to such deeds, deeds of conveyance and transfer, bills of sale or assignments as may be reasonably necessary by the vendor to convey to the purchaser, or its assigns, the interest of the vendor in the assets being sold, provided such are required.
15. In the event the vendor is unable to comply with its undertakings in paragraph 14 in connection with one or more of the assets, the Agreement of Purchase and Sale for that particular asset(s) shall be terminated and neither party shall have any claim against the other for damage or compensation or otherwise. However, the purchaser shall be entitled

to the return of any monies paid on account of the purchase price as it relates to the asset(s) in question.

16. In addition to the balance of the purchase price for the assets being purchased, the purchaser shall pay to the vendor on the Closing Date all applicable federal, provincial and other taxes, unless all necessary certificates to exempt the purchaser therefrom are provided to the vendor on or before the closing date.

The vendor shall remain in possession of the assets until the Closing Date and completion of the Agreement of Purchase and Sale. Title to the assets shall not pass to the purchaser, nor shall the purchaser be entitled to possession of it, until the purchase price and all other payments to be made by the purchaser pursuant to the Agreement of Purchase and Sale have been paid in full.

17. The successful offeror shall examine title to the assets at its own expense and offerors are not to call for the production of any title, deeds, abstract of title, surveys, proof or evidence of title or to have furnished any copies thereof, other than those in the possession of the vendor or under its control.
18. There are no warranties as to title or encroachments whatsoever.
19. The vendor represents and warrants to the purchaser that it is now and will be at the time of closing a resident of Canada within the meaning of the *Income Tax Act* (Canada) and that this representation and warranty shall survive the closing of this transaction.
20. If an offeror purports to retract, withdraw, vary or countermand its offer or purports in its offer to limit or vary the time in which the vendor may accept or reject such offer pursuant to these Terms and Conditions of Sale, or a purchaser fails to comply with any of the terms of the Agreement of Purchase and Sale or if the purchaser fails to complete, the deposits and all other payments made by the offeror or the purchaser to the vendor shall be forfeited to the vendor on account of liquidated damages, as a genuine pre-estimate of such damages, and the assets affected thereby may be sold or resold by the vendor in such manner and on such terms and conditions as the vendor at its sole discretion determines, and the deficiency, if any, of such sale or resale, together with all costs, damages and expenses attending the same, or occasioned by the defaulting offeror or purchaser, shall be paid by the defaulting offeror or purchaser.
21. In the event that disruption occurs to the Canadian or other postal service, all notices contemplated by these Terms and Conditions of Sale may be forwarded by facsimile to the number of the Agent as set out at the end of these conditions of sale.
22. The validity and interpretation of these Terms and Conditions of Sale, and of each provision and part thereof, and of any Agreement of Purchase and Sale defined herein, shall be governed by the laws of British Columbia and the courts of the Province of British Columbia shall have exclusive jurisdiction with respect to any disputes arising out

of these Terms and Condition of Sale or any Agreement of Purchase and Sale entered into pursuant to these Terms and Conditions of Sale.

23. The vendor at its own discretion may waive any or all of the Terms and Conditions of Sale herein.
24. If there is any conflict between these conditions and the advertising calling for offers, the terms contained in these Terms and Conditions of Sale shall prevail.
25. CSL, in its capacity as Trustee of the Company, shall have no personal or corporate liability under or as a result of the sale herein, or the Terms and Conditions of Sale to such sale.
26. The Agreement of Purchase and Sale entered into pursuant to these Terms and Conditions of Sale shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs and assigns.
27. All stipulations as to time are strictly of the essence.

DATED AT Vancouver, British Columbia, Canada, THIS 21st day of June, 2017.

Campbell, Saunders Ltd.

In its capacity as Trustee of
G.R. Green Building Products Inc.
and not in its personal capacity

#1000 – 570 Granville Street
Vancouver, B.C. V6C 3P1

Phone #: (604) 915-5550

Facsimile #: (604) 915-5560

SCHEDULE "A"

G.R. Green Building Products Inc. in Bankruptcy

Patents

All right, title and interest, if any, of the Trustee in or to the following patents and any other intellectual property:

Action(s) Due	Owner Family	Country Case Type	Status	Appln. No. Appln. Date	Patent. No. Patent Date	Priority. No. Priority Date	Expiration Date
	G.R. Green Building Products Inc.	Australia	Granted	2007359712	2007359712		01-Oct-2027
	Method of Making Sheet	Patent Cooperation Treaty		01-Oct-2007	19-Jul-2014	01-Oct-2007	
Next Tax		01-Oct-2017					
METHOD OF MAKING A SHEET OF BUILDING MATERIAL							
	G.R. Green Building Products Inc.	Canada	Granted	2699731	2699731		01-Oct-2027
	Method of Making Sheet	Patent Cooperation Treaty		01-Oct-2007	27-May-2014	01-Oct-2007	
Next Tax		01-Oct-2017					
Reissue		27-May-2018					
METHOD OF MAKING A SHEET OF BUILDING MATERIAL							
	G.R. Green Building Products Inc.	European Patent Office	Validated	07815925.8	2195370		01-Oct-2027
	Method of Making Sheet	Patent Cooperation Treaty		01-Oct-2007	25-May-2016	01-Oct-2007	
METHOD OF MAKING A SHEET OF BUILDING MATERIAL							
	G.R. Green Building Products Inc.	France	Granted	07815925.8	2195370		01-Oct-2027
	Method of Making Sheet	Validation of Original EP Patent		01-Oct-2007	25-May-2016	01-Oct-2007	
Next Tax		01-Oct-2017					
METHOD OF MAKING A SHEET OF BUILDING MATERIAL							
	G.R. Green Building Products Inc.	Germany	Granted	07815925.8	60 2007 046 453.6		01-Oct-2027
	Method of Making Sheet	Validation of Original EP Patent		01-Oct-2007	25-May-2016	01-Oct-2007	
Next Tax		01-Oct-2017					
METHOD OF MAKING A SHEET OF BUILDING MATERIAL							
	G.R. Green Building Products Inc.	New Zealand	Granted	583925	583925		01-Oct-2027
	Method of Making Sheet	Patent Cooperation Treaty		01-Oct-2007	09-Jul-2012	01-Oct-2007	
Next Tax		01-Oct-2017					
METHOD OF MAKING A SHEET OF BUILDING MATERIAL							
	G.R. Green Building Products Inc.	United Kingdom	Granted	07815925.8	2195370		01-Oct-2027
	Method of Making Sheet	Validation of Original EP Patent		01-Oct-2007	25-May-2016	01-Oct-2007	
Next Tax		01-Oct-2017					
METHOD OF MAKING A SHEET OF BUILDING MATERIAL							
	G.R. Green Building Products Inc.	United States	Granted	12/679889	8894901		25-Sep-2029
	Method of Making Sheet	Patent Cooperation Treaty		01-Oct-2007	25-Nov-2014	01-Oct-2007	
Tax Year 4		25-May-2018					
Tax Year 8		25-May-2022					
Tax Year 12		25-May-2026					
METHOD OF MAKING A SHEET OF BUILDING MATERIAL							

Note:

CSL has prepared this information from the books and records of G.R. Green Building Products Inc. and has not reviewed, audited or verified the information set out in the above Schedule "A".

SCHEDULE “B”

G.R. Green Building Products Inc. in Bankruptcy

Trademarks

All right, title and interest, if any, of the Trustee in or to the following trade names and any other intellectual property:

Action(s) Due	Due Date	Appln. No.	Appln. Date	Regn. No.	Regn. Date	
Canada First Renewal	GR GREEN CEDAR & Design 27-Jul-2027	Registered G385 0002 Owner: G.R. Green Building Products Inc.	1447326	06-Aug-2009	828717	27-Jul-2012
						
Canada First Renewal	GR GREEN SLATE & Design 27-Jul-2027	Registered G385 0003 Owner: G.R. Green Building Products Inc.	1447331	06-Aug-2009	828714	27-Jul-2012
						

Note:

CSL has prepared this information from the books and records of G.R. Green Building Products Inc. and has not reviewed, audited or verified the information set out in the above Schedule “A”.

SCHEDULE "C"

G.R. Green Building Products Inc. in Bankruptcy

Offer to Purchase Form

To: Campbell Saunders Ltd. – Trustee of
G.R. Green Building Products Inc.
Attention: Ms. Michelle Wang

ON the basis of the Terms and Conditions of sale herein, I/We _____,
(hereinafter referred to as the "Offeror") hereby offer to purchase all your right, title and interest in and to
the assets of G.R. Green Building Products Inc. as set out below:

1. Per Schedules:

"A") Patents		\$ _____
"B") Trademarks		\$ _____
En Bloc Offer (Schedules "A" & "B")		\$ _____

DATED AT _____ B.C., this _____ day of _____, 2017.

Name and Address of Offeror

Telephone Number

Signature

**Note: By submitting an offer an Offeror confirms that they have read, understand and accept all
the "Terms and Conditions of Sale" attached hereto which form a part hereof**