

CONDITIONS OF SALE

1. Only sealed envelopes marked “**Tender – name of the file**” will be considered. The sale contract shall be written in French.
2. In the case of movable assets, every offer shall be accompanied by a certified check or a bank draft on a Canadian bank in the amount representing not less than 15% of the offer payable to Serge Morency et Associés Inc., Trustee.
3. The deposit accompanying the offer will be forfeited as liquidated damages by the offeror if the offer is withdrawn in the 48 hours before the opening of the tenders or, in the case where the offers have been opened by the Trustee, at any time prior to receiving a written notice from the Trustee of the acceptance or rejection of the offer or if the sale is not completed by the offeror after acceptance, without prejudice to the others recourses of the Trustee.
4. The highest offer will not necessarily be accepted nor is the Trustee bound to accept any of the offers.
5. The Trustee and the inspectors reserve themselves the right to dispose of the assets in any other manner.
6. Offers will be accepted on the basis that the purchaser has inspected the assets and no warranty as to condition, value, functioning, merchantability or description is expressed or can be implied.
7. The assets are sold as they are at the time of inspection without any warranty and free of any encumbrance, charge, lien, right or mortgage. If ever, at the time of the sale, some assets are missing for any reason or taken off by the Trustee following a claim, any adjustment of the sale price will be made equal to the price of these assets indicated in the offer by the purchaser if so or, otherwise, to the proportion of the price of the missing items in the Trustee’s inventory on the total Trustee’s inventory (or lot) price with regard to the price offered by the purchaser.
8. The deposit accompanying a bid will be returned if the offer is not been accepted.
9. All taxes in connection with the sale, including federal and provincial sales taxes, if exigible, are to be paid by the purchaser over and above the purchase price.
10. Except for immovable assets, the sale contract shall be signed in the five (5) days following the acceptance of the offer and take possession of the assets in the same delay.
11. The balance due on the sale price will be payable on the earlier of:
 - a) The signing of the sale contract.
 - b) The taking of possession of the assets.
12. If the successful offerer does not respect each and every one of the present conditions, he shall assume all additional expenses incurred by the Trustee following his defaults.
13. When the default offerer refuse or neglect to pay the additional expenses mentioned in paragraph 12 after three (3) days of the receipt of a written notice from the Trustee, the deposit accompanying the offer will be forfeited as liquidated damages subject to the right of the Trustee to claim from the offerer all fees and disbursements incurred to resell the assets, as well as the difference between the price of resale and the first offer made by the offerer in default, plus interest at the rate of 15% per annum.
14. Notwithstanding what is previously mentioned, if the purchaser take possession of the saled assets without having paid the sale price in full, an interest at the actual rate bank or at the rate of the existing financing depending of the highest one, will be charged.
15. A bulk bid must include a separate allocation for each lot.

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16. Where an offer is subject to a condition, the offer shall state both the amount of the offer where the condition set forth in the offer is accepted by the Trustee and the amount of the offer where the condition is not accepted.
17. When an offer is made to the Trustee to make a further sale in the name of the Trustee (auction), a guaranteed minimum amount shall be given and these conditions apply to the offer taking into account the circumstances.
18. The purchaser shall put back the premises where are located the saled assets, in a clean state and in accordance with the building standards regarding the breaks or damages causes by the removal of the saled assets.
19. The purchaser undertake to repare and to put back in the same state as it was originally and in the same quality (in appearance and in construction) any break or damage caused to the premises and any hole in a wall, ceiling or roof resulting of the removal of an asset saled. For that purpose, the purchaser undertake to use only qualified person with competence licence (electrician, carpenter, plumber...) and to reimburse the Trustee of any amount disbursed in that purpose if the purchaser has not executed the works after a written notice of 48 hours given by the Trustee.
20. When the sold asset is fed by electricity, the incoming electrical wire is not a part of the sold asset, the wire should be disconnected of the sold asset and put in a metal box with plugs.
21. When a sold asset is connected to a control box specific to it, unless indicated to the contrary, the control box and the wire between it and the sold asset, are part of the sold asset.
22. When the sold assets constitute copyright, patents, intellectual property, licence or software, the Trustee makes no representations and is deemed to sell only those rights he may have therein, it being the responsibility of the offerer to satisfy itself in this regard. When that transfer requires the signing of forms, the Trustee will sign all forms prepared by the purchaser in order to give effect to the transfer of rights.
23. All amounts shall be in Canadian dollars.
24. The laws applicable are the laws in force in the Province of Québec and the Court is that of the district of the Trustee's file.
25. Without restraining the obligations of the offerer as specified in the present document, the Trustee may, at his sole discretion waive any of the terms or conditions of these Conditions of Sale.
26. Before the taking of possession of the assets or the signing of the sale contract, the Trustee can cancel the sale for any reasonable cause (fraud, new information about ownership or encumbrance relating to sold assets...). In no case will, the Trustee have to reimburse the purchaser an amount higher than the sale price already paid.

PARTICULAR CONDITIONS RELATING TO REAL ESTATE

27. Tenders for real estate shall be accompanied by a certified check or a bank draft as deposit for an amount representing not less than 5% of the tender amount.
28. The sales contracts shall be received by notary in the 30 days following the acceptation of the offer and the Trustee will not have to furnish any document other that those that he has already on hand. The balance of the sale price shall be paid at the signing of the contract.
29. The usual adjustments will be done at the time of taking possession or at the time of signing of the sale contract depending of which event occurs in first.

SERGE MORENCY ET ASSOCIÉS INC.
TRUSTEE