

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Asset Purchase Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harfan Technologies, Inc.		12/05/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Altus Group Limited		
Street Address:	17075 Leslie Street		
Internal Address:	Unit 7		
City:	Newmarket		
State/Country:	CANADA		
Postal Code:	L3Y 8E1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2540532	HARFAN	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-775-7368		
Email:	dsmith@mcguirewoods.com		
Correspondent Name:	Douglas B. Smith		
Address Line 1:	901 E. Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2033524-0002		
DOMESTIC REPRESENTATIVE			
Name:	Douglas B. Smith		
Address Line 1:	901 E. Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		

OP \$40.00 2540532

TRADEMARK

NAME OF SUBMITTER:	Douglas B. Smith
Signature:	/Douglas B. Smith/
Date:	03/21/2011

Total Attachments: 62

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ALTUS GROUP LIMITED

- and -

**HARFAN TECHNOLOGIES INC. ACTING THROUGH AND REPRESENTED BY
RAYMOND CHABOT INC. AS DULY APPOINTED INTERIM RECEIVER OF
HARFAN TECHNOLOGIES INC., WITH FULL CAPACITY AND AUTHORITY TO
BIND HARFAN TECHNOLOGIES INC., PURSUANT TO THE ORDER OF THE
SUPERIOR COURT OF THE PROVINCE OF QUEBEC, DISTRICT OF QUEBEC
DATED DECEMBER 5, 2008, IN THE FILE 200-11-017516-082.**

ASSET PURCHASE AGREEMENT

December 8, 2008

Goodman's

250 YONGE STREET
SUITE 2400
TORONTO, ONTARIO
M5B 2M6



TRADEMARK
REEL: 004501 FRAME: 0781

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated as of the __5th__ day of December, 2008.

AMONG:

ALTUS GROUP LIMITED, an Ontario corporation, duly amalgamated under the *Ontario Business Corporations Act*, having its principal place of business at 17075 Leslie Street, Unit 7, Newmarket, Ontario, L3Y 8E1

(hereinafter referred to as the "Purchaser")

- and -

HARFAN TECHNOLOGIES INC., a corporation duly incorporated under the *Canada Business Corporation Act*, having its principal place of business at 2, rue du Jardin, suite 100, in the city of Pont-Rouge, province of Quebec, G3H 3R7, herein acting through and represented by Raymond Chabot Inc., as duly appointed interim receiver of Harfan Technologies Inc., with full capacity and authority to bind Harfan Technologies Inc., pursuant to the order of the Superior Court of the province of Quebec, district of Quebec, dated December 5, 2008 IN FILE 200-11-017516-082 (the "Receivership and Approval and Vesting Order"). (hereinafter referred to as the "Vendor")

WHEREAS the Receivership and Approval and Vesting Order authorizes and directs Raymond Chabot Inc. to execute this Agreement in the name of Harfan Technologies Inc. ("Harfan").

AND WHEREAS the Receivership and Approval and Vesting Order permits the Vendor to sell the Purchased Assets.

AND WHEREAS the Vendor wishes to sell, and the Purchaser wishes to purchase, certain of the undertakings and assets of Harfan's Business (as defined herein) on the terms and subject to the conditions hereinafter contained.


NOW THEREFORE in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby irrevocably acknowledged), the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, capitalized words or expressions shall have the following meanings:

- (a) "**Accounts Payable and Accrued Liabilities**" means the Liabilities of the Vendor incurred or accrued in connection with the conduct of Harfan's Business in the Ordinary Course as of the Closing Date, which for greater certainty shall include, but not be limited to, trade accounts payable and accrued liabilities, vacation pay liabilities and client advances.
- (b) "**Accounts Receivable**" means all accounts receivable and other debts owing to the Vendor relating to Harfan's Business which are outstanding on the Closing Date and the full benefit of all security for such amounts, all of which are set forth in Schedule 1.1(b).
- (a) "**Adjustment Objection Notice**" has the meaning ascribed thereto in Section 2.5.
- (c) "**Adjustment Report**" has the meaning ascribed thereto in Section 2.4.
- (d) "**Agreement**", "**this Agreement**", "**the Agreement**", "**hereof**", "**herein**", "**hereto**", "**hereby**", "**hereunder**" and similar expressions mean this Asset Purchase Agreement, including all of its schedules and all instruments supplementing, amending or confirming this Agreement. All references to "**Articles**", "**Sections**", "**Subsections**" and "**Paragraphs**" mean and refer to the specified Article, Section, Subsection or Paragraph of this Agreement.
- (e) "**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part) by any Person having jurisdiction over it, or charged with its administration or interpretation.
- (a) "**Arbitrator**" has the meaning ascribed thereto in Section 2.5.
- (f) "**Authority**" means any governmental authority, body, agency or department, whether federal, provincial, municipal or foreign.
- (g) "**Business Day**" means every day except a Saturday, Sunday or a day which is a statutory holiday under the laws of Ontario.
- (h) "**Cash on Hand**" means all money, funds on hand, funds in bank accounts, securities, reserves and similar cash and cash equivalents relating to Harfan's Business.
- (i) "**Closing**" means the completion of the transactions described in this Agreement, "**Closing Date**" or "**Date of Closing**" means December , 2008, and "**Time of Closing**" means (Toronto time), on the Closing Date or such other date or time as the parties may agree upon.
- (j) "**Contracts**" means all contracts (whether written or oral), including leases of movable property, licences, software licenses, purchase orders, undertakings and engagements or commitments of any nature, to which the Vendor is entitled or bound in connection with Harfan's Business, and all Rights appertaining thereto.

- (k) "Contractual Obligations" means, with respect to any Person, any provision of any security issued by such Person or of any agreement, undertaking, obligation, contract, indenture, mortgage, deed of trust or other instrument to which such Person is a party or by which it or any of its property is bound, whether written or oral.
- (l) 
- (m) "Dispute" has the meaning ascribed thereto in Subsection 12.1(a).
- (n) "Dispute Notice" has the meaning ascribed thereto in Subsection 12.1(a).
- (o) "Disputing Party" has the meaning ascribed thereto in Subsection 12.1(a).
- (p) "Employees" means certain of those salaried or hourly rated employees of the Vendor who were employed in Harfan's Business immediately prior to the Closing Date, all of which Employees are set forth in Schedule 1.1(p).
- (q) "Encumbrance" means any mortgage, lien, statutory or deemed trust, pledge, charge, security interest, restriction, claim, encumbrance, right to use or acquire, ownership interest, hypothecation, action or demand of any nature whatsoever.
- (r) "ETA" means the *Excise-Tax Act* (Canada), as amended from time to time, and the regulations promulgated thereunder.
- (s) "Excluded Assets" means only the following property and assets of the Vendor:
- (i) the rights of the Vendor relating to this Agreement or any agreements or documents made pursuant to this Agreement;
 - (ii) all of the property, assets, interests, and rights of the Vendor which are not related to Harfan's Business;
 - (iii) Leased Real Property;
 - (iv) Accounts Receivable;
 - (v) Work in Progress;
 - (vi) Cash on Hand;
 - (vii) the Vendor's general corporate, tax, accounting and financial books and records, other than the Records; and
 - (viii) all income tax refunds and other tax refunds receivable by the Vendor with respect to the period prior to the Closing Date, including Tax Credits.



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- (t) **"GAAP"** means Canadian generally accepted accounting principles as consistently applied by the Vendor.
- (u) **"Goodwill"** means the goodwill of Harfan's Business, together with the exclusive right of the Purchaser to represent itself as carrying on Harfan's Business in continuation of and in succession to the Vendor and including, without limitation, all choses in action and other intangibles relating to Harfan's Business which do not form part of the Intellectual Property, including, but not limited to, the present telephone numbers, internet addresses and other communications numbers and addresses of the Vendor used in connection with Harfan's Business, being understood that the goodwill transferred hereunder is transferred, "as is, where is", without any guarantee as to the fact that such may, or not, be transferred by the Vendor.
- (v) **"GST"** means the tax imposed pursuant to Part IX of the ETA.
- (w) **"Harfan's Business"** means the business of Harfan in the field of development and delivery of infrastructure and infrastructure management software products;
- (x) **"Indemnified Party"** has the meaning ascribed thereto in Subsection 9.4(a).
- (y) **"Indemnifying Party"** has the meaning ascribed thereto in Subsection 9.4(a).
- (z) **"Intellectual Property"** means all intellectual property rights and interests of the Vendor related to Harfan's Business, whether registered or unregistered, including but not limited to:
 - (i) all business and trade names, trademarks, styles, marks, designs, signs, insignias, logos, symbols which are related to Harfan's Business;
 - (ii) all inventions, patent rights, patent applications (including reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and applications for registrations of industrial designs related to Harfan's Business;
 - (iii) all copyrights and trade-marks, including without limitation, all of the trademarks listed in Schedule 1.1(aa), (whether used with wares or services and including the goodwill attaching to such trade-marks), registrations and applications for trade-marks and copyrights (and all future income from such trade-marks and copyrights) related to Harfan's Business;
 - (iv) all rights and interests in and to processes, notebooks, data, data bases, trade secrets, designs, know-how, information, manuals, technology, agency agreements, technical information, technical assistance, design and engineering specifications, studies, research, newsletters, data and similar materials recording or evidencing expertise or information related to Harfan's Business;

- (v) all of the domain names related to Harfan's Business, including without limitation, those domain names listed on Schedule 1.1(aa);
 - (vi) all other intellectual and industrial property rights throughout the world related to Harfan's Business;
 - (vii) all licences of the intellectual property listed in items (i) to (vi) above in respect of which the Vendor is the licensor of the licensee;
 - (viii) all future income and proceeds from any of the intellectual property listed in items (i) to (vi) above and the licences listed in item (vii) above;
 - (ix) all rights to damages and profits by reason of the infringement, after the Closing Date, of any of the intellectual property listed in items (i) to (vi) above;
 - (x) all Software; and
 - (xi) the intellectual property listed in Schedule 1.1(aa) hereto.
- (aa) "**Laws**" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, guidelines, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used; and "**Law**" means any one of the foregoing.
- (bb) "**Leased Real Property**" means any property that is the subject of the Real Property Leases.
- (cc) "**Liabilities**" means all costs, expenses, charges, debts, liabilities, claims, demands and obligations of the Vendor, whether primary or secondary, direct or indirect, fixed or contingent, absolute or otherwise, under or in respect of any of the Purchased Assets, Applicable Law or Taxes and which are related to Harfan's Business and "**Liability**" means any one of these.
- (dd) "**Licenses**" means all licenses, permits, quotas and approvals to enable Harfan's Business to be carried on as now conducted in compliance with the Laws.
- (ee) "**Movable Property**" means all equipment, furniture and other chattels owned by the Vendor related to Harfan's Business (including those items in possession of third parties) including the movable property listed in Schedule 1.1(ff), but excluding the Excluded Assets.
- (ff) "**Non-Disputing Party**" has the meaning ascribed thereto in Subsection 12.1(a).
- (gg) "**Notices**" means the notices required to be given to any Person under Applicable Law or pursuant to any contract or other obligation to which the Vendor is a party



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or by which the Vendor is bound or which is applicable to any of the Purchased Assets, in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated by this Agreement.

- (hh) **"Ordinary Course"** means, with respect to an action taken by a Person, that such action is consistent with past practices of the Person and is taken in the ordinary course of the business operations of the Person.
- (ii) **"Permitted Encumbrances"** means any of the following:
 - (i) as applicable, easements, rights of way, servitudes or other similar rights in land, including, without limiting the generality of the foregoing, rights of way and servitudes for sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television, conduits, poles, wires and cables;
 - (ii) rights reserved to or vested in any (a) national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, and (b) any subdivision, agent, commission, board or authority or any of the foregoing (collectively, "Governmental Authority"), to control or regulate Harfan's Business or the Real Property Leases, as applicable, in any manner, and all Applicable Laws, rules and orders of any Governmental Authority;
 - (iii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority in connection with the operations conducted with respect to the Purchased Assets, but only to the extent those liens relate to costs and expenses for which payment is not due; and
 - (iv) without limiting the generality of the foregoing, includes: the Encumbrances registered against the Purchased Assets as set out in Schedule 1.1(ii)
- (j) **"Person"** includes an individual, partnership, unincorporated association, organization, syndicate, corporation, trust and a trustee, executor, administrator or other legal or personal representative.
- (kk) **"Post-Closing Liabilities"** means all of the Liabilities of the Vendor for the period commencing from and after the Closing Date, including without limitation, under or in respect of:
 - (i) the Contracts;
 - (ii) the Licenses; and
 - (iii) the Intellectual Property,

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- (iv) which, for greater certainty, shall not include any liabilities relating to this Agreement or the transactions contemplated hereby, any liabilities owed to current or former shareholders of the Vendor and employment obligations, except as set out in Section 3.1, and in respect of deferred income.
- (ll) **"Prepaid Expenses"** means all prepaid expenses and deposits relating to Harfan's Business, including, without limitation, all prepaid lease payments and all prepaid taxes, excluding income taxes and goods and services taxes.
- (mm) **"Purchase Price"** has the meaning ascribed thereto in Section 2.2.
- (nn) **"Purchased Assets"** means all the properties, assets, interests, rights and title of the Vendor, which for greater certainty includes all of the properties, assets, interests, rights and title of Harfan (other than those properties, assets, interests and rights that are Excluded Assets) which are used in connection with Harfan's Business including, without limitation, the following:
 - (i) the Movable Property;
 - (ii) the Contracts;
 - (iii) the Goodwill;
 - (iv) the Intellectual Property;
 - (v) the Software;
 - (vi) the Records;
 - (vii) the Prepaid Expenses;
 - (viii) the Licenses (to the extent transferable or assignable); and
 - (ix) all claims and causes of action accruing to the benefit of the Vendor in respect of the claim against the City of Québec, under Court # 200-17007740-061, free and clear of any pending orders associated therewith, as of the Closing Date.
- (oo) **"QST"** means the sales tax imposed under the QSTA.
- (pp) **"QSTA"** means an Act respecting the Québec Sales Tax, as amended from time to time, and the regulations promulgated under that Act.
- (qq) **"Real Property Leases"** means the lease among Société en Commandite CNE de Pont Rouge and Consultik Ltee, dated August 10, 2001, as amended on September 29, 2003 to reflect the new tenant, Harfan, in connection with the property located at 2, rue du Jardin, Suite 100, Pont Rouge, Quebec, G3H 3R7.

- (rr) **"Receivership and Approval and Vesting Order"** means an approval and vesting Order of the Court, substantially in the form attached hereto as Schedule 1.1(rr) (any amendments thereto shall be in form and substance satisfactory to each of the Vendor and the Purchaser, each acting reasonably and without delay), pursuant to which this Agreement is approved by the Court and pursuant to which all right, title and interest in the Purchased Assets shall be vested in and to the Purchaser on Closing free and clear of the Encumbrances (save and except for the Permitted Encumbrances);
- (ss) **"Records"** means all records of the Vendor relating to Harfan's Business, including customer lists, operating data, invoices, research materials, contract documents, supplier lists, financial statements and other similar records.
- (tt) **"Rights"** has the meaning ascribed thereto in Section 3.2.
- (a) **"Review Period"** has the meaning ascribed thereto in Section 2.5.
- (uu) **"Software"** means all computer programs used in the operation of Harfan's Business (other than the computer programs for which the Vendor requires a license to operate), whether onsite or offsite, active or in development, including all versions thereof, and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, including, without limitation, any computer programs developed by the Vendor in connection with Harfan's Business.
- (vv) **"Tax Act"** means the *Income Tax Act (Canada)*, as amended from time to time, and the regulations promulgated under that Act.
- (ww) **"Tax Credits"** means Investment Tax Credits within the meaning of the *Income Tax Act (Canada)*, Scientific Research and Experimental Development Tax credits under Part I of the *Taxation Act (Quebec)* and any refundable tax credit under Title III, Book Nine, Chapter 3.1 of Part I of the *Taxation Act (Quebec)*.
- (xx) **"Taxes"** means all governmental taxes, levies, duties, assessments, reassessments and other charges of any nature whatsoever, whether direct or indirect related to Harfan's Business, including income tax, profits tax, gross receipts tax, corporation tax, sales and use tax, wage tax, payroll tax, worker's compensation levy, capital tax, stamp duty, real and personal property tax, land transfer tax, customs or excise duty, excise tax, turnover or value added tax on goods sold or services rendered, withholding tax, social security, Canada Pension Plan and employment insurance charges or withholdings or retirement contributions, and any interest, fines, additions to tax and penalties thereon all of which are related to Harfan's Business.

- (yy) "**Tax Returns**" means any return (including an information return), declaration, report, statement, claim for a refund, rebate or credit, amended return, declaration of estimated Taxes or other document (including any attached schedule and any attached related or supporting information) relating to Taxes required to be filed under any applicable Tax legislation or in fact filed with any Authority.
- (zz) "**Third Party**" has the meaning ascribed thereto in Section 3.2.
- (aaa) "**Third Party Claim**" has the meaning ascribed thereto in Subsection 9.4(b).
- (bbb) "**Total Consideration**" means the total consideration for the Purchased Assets calculated and payable or assumed in accordance with the provisions of Article II and Article III.
- (ccc) "**Transferred Employee Obligations**" has the meaning ascribed thereto in Subsection 3.3(b)(iii).
- (ddd) "**WIP**" means the value and substance of Harfan's Business' work in progress as of the Closing Date, as set forth on Schedule 1.1(d).

1.2 Construction

In this Agreement:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) the terms "including", "include" and "includes" shall mean "including without limitation", "include, without limitation" and "includes, without limitation", respectively;
- (c) any reference to a statute shall mean the statute in force as at the date hereof, unless otherwise expressly provided;
- (d) the use of headings is for convenience of reference only and shall not affect the construction of this Agreement;
- (e) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period shall end on the next Business Day;
- (f) all dollar amounts are expressed in Canadian funds unless otherwise specified; and
- (g) any tender of documents or money under this Agreement may be made upon the parties or their respective counsel and money shall be tendered by wire transfer drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank.

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1.3 Schedules

The following are the schedules annexed hereto and incorporated by reference herein and deemed to be part of this Agreement:

(a) Disclosure Schedules

- Schedule 1.1(b) - Accounts Receivable
- Schedule 1.1(p) - Employees
- Schedule 1.1(z) - Intellectual Property
- Schedule 1.1(cc) - Moveable Property
- Schedule 1.1(ii) - Permitted Encumbrances
- Schedule 1.1(ddd) - Work in Progress
- Schedule 2.2 - Deferred Income
- Schedule 3.1 - Accrued Vacation Payments
- Schedule 7.4 - Consents and Approvals

1.4 Day Not a Business Day

In the event that any day on or before which any action is required to be taken under this Agreement is not a Business Day, then that action will be required to be taken on or before the requisite time on the next succeeding day that is a Business Day.

1.5 Accounting Principles

Wherever in this Agreement reference is made to GAAP, that reference will be deemed to be to the recommendations at the relevant time of the Canadian Institute of Chartered Accountants, or any successor institute, applicable on a consolidated basis (unless otherwise specifically provided or contemplated in this Agreement to be applicable on an unconsolidated basis) as at the date on which that calculation is made or required to be made in accordance with GAAP. Where the character or amount of any asset or liability or item of revenue or expense or amount of equity is required to be determined, or any consolidation or other accounting computation is required to be made for the purpose of this Agreement, that determination or calculation will, to the extent applicable and except as otherwise specified in this Agreement or as otherwise agreed in writing by the parties, be made in accordance with GAAP applied on a consistent basis.

**ARTICLE II
PURCHASE AND SALE OF PURCHASED ASSETS**

2.1 Purchase and Sale

Subject to the terms and conditions of this Agreement, and in consideration of the delivery of the Purchase Price and the assumption of certain liabilities and further and other consideration as contained herein, on the Closing Date, but with effect from and as of the Closing Date, the Vendor shall sell to the Purchaser and the Purchaser shall purchase from the Vendor, free and clear of all Encumbrances (other than Permitted Encumbrances), the Purchased Assets in consideration of the (i) Purchase Price, payable as provided in this Article II, and (ii) the assumption of the obligations as provided in Article III (the "Total Consideration").

2.2 Purchase Price

[REDACTED]

All payments hereunder shall be made to the Vendor unless otherwise directed by the Vendor.

2.3 Payment of the Purchase Price

[REDACTED]

2.4 Accounts Receivable and WIP

- (a) Any monies received by Purchaser on account or in respect of Accounts Receivable and WIP accrued as of November 30, 2008 shall belong solely to the Vendor, the Purchaser hereby agrees to collect such Accounts Receivable and WIP for the one year period ending on the first anniversary of the Closing Date,

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for and on behalf of the Vendor, subject to a 5% collection fee, calculated on the collected amount (comprised only of monies received by the Purchaser and excluding the value of any other form of compensation), and any applicable GST and QST applicable thereon, to be retained by the Purchaser. The Purchaser shall use its best efforts to deliver to the Vendor within thirty (30) days after the end of each calendar month, a report (the "**Adjustment Report**"), which will include a written statement setting out the Accounts Receivable and WIP received during the prior calendar month, along with a cheque representing such monies received, less the fee payable to the Purchaser and any GST and QST applicable thereon. For greater certainty, the Purchaser will not collect the accrued Tax Credits, nor any income tax refunds or other tax refunds receivable (and will not be owed any collection fee in that regard), the responsibility with regards to their collection remain with the Vendor. The Purchaser shall forward, immediately to the Vendor upon receiving such, if and when applicable, without retaining any amount therefrom, any and all income tax refunds or other tax refunds or other tax refunds pertaining to the period prior to the Date of Closing.

2.5 Adjustment Report

- (a) The Vendor and its authorized representatives shall have a period of 20 Business Days (the "**Review Period**") from the date it receives the Adjustment Report to review the same with a view to assessing the correctness of the calculations thereof. For the purpose of such review, the Purchaser agrees to provide (and cause any of the Purchaser's representatives to provide) the Vendor and its authorized representatives all working papers, schedules and other documentation used or prepared by the Purchaser or its representatives in preparing the Adjustment Report. If no objection to the Adjustment Report is delivered, in writing, to the Purchaser by the Vendor within the Review Period, the calculation of the Accounts Receivable collection fee and the WIP collection fee reflected in the Adjustment Report shall be deemed to have been approved as of the last day of the Review Period.
- (b) If the Vendor objects to either the Accounts Receivable collection fee or the WIP collection fee as set out in the Adjustment Report within the Review Period, it shall give to the Purchaser a notice in writing (the "**Adjustment Objection Notice**"), setting out in reasonable detail the nature of such objection and the amount by which either would be changed if the Vendor's objections were accepted. The Purchaser shall respond promptly to the Vendor's objections and the Purchaser and the Vendor shall attempt to resolve any matters in dispute within 10 Business Days from the date the Purchaser receives the Adjustment Objection Notice.
- (c) If the Vendor and the Purchaser cannot resolve all disputed matters arising out of the Adjustment Report within 10 Business Days after the Purchaser receives the Adjustment Objection Notice, the Vendor and the Purchaser shall request an independent firm of auditors to resolve such disputed matters. Such firm shall be instructed to designate a partner (the "**Arbitrator**") to determine the matter in dispute as a single Arbitrator in accordance with the *Code of Civil Procedure*

(Quebec). If the Vendor and the Purchaser cannot agree on the firm of auditors within the aforesaid ten (10) day period, the firm shall be selected by order of a judge of the Superior Court of Quebec Justice on the application of either party brought pursuant to the provisions of the *Code of Civil Procedure* (Quebec). The arbitration shall otherwise proceed in accordance with the provisions of the *Code of Civil Procedure* (Quebec). The cost of the arbitration shall be borne by the losing party, as determined by the Arbitrator. The arbitration shall take place in Quebec City, Quebec and the Arbitrator shall fix the time and place for the purpose of hearing such evidence and representations as either of the Vendor or the Purchaser may present. The Arbitrator shall be instructed that the arbitration award must be rendered within 30 days of the commencement of the arbitration. The decision of the Arbitrator shall be in writing, with reasons, and shall be final, binding and conclusive upon the parties and there shall be no appeal from the Arbitrator's determination whether as to a question of law, question of fact or a mixed question of law and fact. Judgement upon the award rendered pursuant to the arbitration may be entered in any court having jurisdiction. The arbitration, and all evidence, documentation and other information presented during the arbitration process shall remain confidential.

2.6 Allocation of Purchase Price

The Purchase Price (as adjusted) shall be allocated in the manner agreed to by the parties and pursuant to a schedule delivered at Closing. The Vendor and the Purchaser agree: (i) to act in accordance with the computations and allocations contained in such schedule in all Tax Returns for all federal or provincial Tax purposes, as applicable, for the taxation year or other taxation period in which the Closing occurs; and (ii) not to take a position before any Authority charged with the collection of any Taxes or in any judicial proceeding that is in any manner inconsistent with the terms of any such allocation without the consent of the other party. In the event that any Authority disputes the allocation as indicated on such schedule, the party receiving notice of the dispute shall promptly notify the other party concerning resolutions of the dispute.

2.7 Transfer Taxes

The Purchaser shall be liable for and pay or reimburse, as applicable, within the time period in the applicable legislation at the complete exoneration of the Vendor, its shareholders, agents, directors, employees and representatives, all federal and provincial sales and transfer taxes, sales and use taxes, duties, fees, registration charges or other like charges which are properly payable in connection with the transfer of the Purchased Assets contemplated by this Agreement, including without limitation, any GST and QST, and the equivalent Taxes in other provinces, if applicable.

2.8 GST and QST Elections

The Vendor and the Purchaser shall jointly elect under subsection 167(1) of the ETA and section 75 of the QSTA in respect of the sale of the Purchased Assets by the Vendor to the Purchaser such that no GST or QST is payable in respect of such purchase and sale. The Purchaser shall complete the joint elections as provided in section 167 of the ETA and section 75


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of the QSTA on or before the date on which the Purchaser must submit its GST return and QST return, respectively, for the reporting period in which the Closing occurs. The Purchaser will forward the election forms to the Vendor for signature and the Vendor undertakes to return the signed forms to the Purchaser on a timely basis for filing.

ARTICLE III ASSUMPTION OF OBLIGATIONS

3.1 Assumption by the Purchaser

As of and from the Time of Closing, the Purchaser shall assume and thereafter pay, perform, discharge and satisfy the Post-Closing Liabilities and pay any and all accrued vacation payments payable to Employees as at the date of Closing, as set forth in Schedule 3.1 and shall indemnify and hold harmless the Vendor, its shareholders, agents, directors, employees and representatives for the same.

3.2 Unassignable Contracts

If any rights, benefits or remedies (the "Rights") under any Contracts are not assignable by the Vendor to the Purchaser without the consent of the other party thereto (the "Third Party") and such consent is not obtained prior to Closing, then:

- (a) the Vendor will hold the Rights for the benefit of the Purchaser as mandatary and agent.
- (b) the Vendor will promptly pay over to the Purchaser all such moneys collected by the Vendor in respect of such assumed Contracts, and
- (c) to the extent permitted by the Third Party and provided, in the Purchaser's opinion, it would not be prejudicial to the Purchaser's rights to do so, the Purchaser shall perform the obligations under such Contracts on behalf of the Vendor, and will indemnify the Vendor against all liabilities, costs and expenses incurred by the Vendor in performing such obligations.

3.3 Employment Matters

(a) Offer to Employ

The Purchaser shall, on or before the Closing Date, offer employment, contingent on the Closing (such employment to commence immediately following Closing) to each of the Employees on the terms to be mutually agreed upon among the Vendor and each Employee, as the case may be.

(b) The Vendor's Obligations

(i) Subject to (ii) and (iii) below, all employment matters relating to:

- (A) employee terminations arising up to and including the Time of Closing;

- (B) salary and benefits, including, without limitation, premium contributions, remittance and assessments for unemployment insurance, Canada Pension Plan, income tax, workers' compensation and any other employment related legislation, accrued wages, taxes, salaries, commissions, employee benefit plans and annual bonuses, accrued and not paid up to and including the close of business, excluding accrued vacation payable to Employees, as set forth in Schedule 3.1, on December 4, 2008;
- (C) actions, causes of action, claims and demands, and any interest, award, judgement, penalties, costs or expenses in respect of (i)(A) above; and
- (D) actions, causes of action, claims and demands, and any interest, award, judgement, penalties, costs or expenses in respect of (i)(B) above;

shall be the Vendor's responsibility. For clarification, the Vendor shall be liable for the payment of any legal obligations relating to the termination of the employment of any Employee who does not accept the Purchaser's offer of employment, provided that the Purchaser has complied with its obligation under Subsection 3.3(a).

- (ii) On the Closing Date, the Vendor shall run a full and final payroll for all Employees up to and including the close of business on December 4, 2008, and shall pay and remit, at the complete exoneration of the Purchaser, all amounts described in Subsection 3.3(b)(i)(B), including overtime, but excluding accrued vacation payable to Employees, as set forth in Schedule 3.1.
 - (iii) Effective the Closing Date, to the extent they relate to the period following Closing, the Purchaser shall assume the obligations for and, the obligations set out in Subsections 3.3(b)(i)(B) and 3.3(b)(i)(D) for all Employees who have accepted employment with the Purchaser (the "Transferred Employee Obligations").
- (c) Other Benefits

The Purchaser shall ensure that all employee benefits coverage offered by the Vendor to the Employees is provided without interruption to the Employees on and after the Closing Date without any waiting period or other qualification. The Purchaser shall, on the Closing, reimburse the Vendor for any pre-paid or unused premiums paid by the Vendor on account of any Employees, the benefit of which will accrue to the Purchaser on and after the Closing Date. The Vendor shall be responsible for all Employee benefits currently enjoyed by Employees, whether or not required by law, up to and including the Time of Closing.

(d) Termination Prior to Closing Date

Prior to the Time of Closing, the Vendor may not hire, terminate, lay-off or dismiss any Employees whether such hiring, termination, lay-off or dismissal is actual, planned, intended or currently underway, unless for cause, in the Ordinary Course or with the consent of the Purchaser, acting reasonably.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

4.1 Representations and Warranties

The Vendor hereby makes the following representations and warranties and acknowledge that the Purchaser is relying on such representations and warranties in entering into this Agreement and in purchasing the Purchased Assets from the Vendor:

- (a) the Vendor has the power, authority and capacity to enter into this Agreement and all other agreements, documents and certificates contemplated hereby to be executed by Vendor (the "**Vendor's Ancillary Documents**") and to carry out the transaction contemplated hereby and thereby;
- (b) the Vendor has full and unencumbered right and title to the Purchased Assets pursuant to the terms of the Receivership and Approval and Vesting Order;
- (c) the Vendor has not created any encumbrance on the Purchased Assets;
- (d) the Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
- (e) as at the Time of Closing, all of the Purchased Assets are situated in the province of Quebec.

**ARTICLE V
ACKNOWLEDGEMENT OF THE PURCHASER**

5.1 "As Is, Where Is" Condition

The Purchaser acknowledges and agrees that Harfan's Business and the Purchased Assets are sold "as is, where is" with all faults without any representations or warranties, express or implied, in fact or by law with respect to Harfan's Business or the Purchased Assets and without any recourse to the Vendor or to Raymond Chabot Inc., in its capacity as interim receiver or any of their respective directors, officers, shareholders, employees, representatives, agents or advisors, other than for fraud or as otherwise expressly provided herein. The Purchaser agrees to accept Harfan's Business and the Purchased Assets in the condition, state and location they are in on the closing date based on their own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to the Vendor, Raymond Chabot Inc., in its capacity as interim receiver, their respective directors, officers, shareholders, employees, representatives, agents or advisors, except as expressly set forth in this Agreement.

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**ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

6.1 Representations and Warranties

The Purchaser hereby makes the following representations and warranties and acknowledges that the Vendor and Raymond Chabot Inc. are relying on such representations and warranties in entering into this Agreement and in selling Harfan's Business and the Purchased Assets to the Purchaser:

6.2 Binding Obligation of the Purchaser

The Purchaser has good right, full power and absolute authority to enter into this Agreement and to purchase the Purchased Assets from the Vendor in the manner contemplated herein and to perform all of the Purchaser's obligations under this Agreement. The Purchaser has taken all necessary or desirable actions, steps and proceedings to approve or authorize, validly and effectively, the entering into of, and the execution, delivery and performance of this Agreement and the purchase of the Purchased Assets by the Purchaser from the Vendor. This Agreement and all other agreements or documents required with regards to the purchase of the Purchased Assets by the Purchaser as contemplated hereunder have been, or will be, at or prior to the Closing Date, duly authorized, executed and delivered by the Purchaser and will be legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their terms subject to the general qualifications that:

- (a) enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting creditors' rights generally;
- (b) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;
- (c) the enforceability of any provision exculpating a party from liability or duty otherwise owed by it may be limited under Applicable Law;
- (d) the enforceability of any provision may be limited by and subject to Applicable Laws regarding limitations of actions;
- (e) the enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under Applicable Law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court;
- (f) enforceability may be limited by the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments; and
- (g) rights to indemnity and contribution hereunder may be limited under Applicable Law.



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6.3 Contractual and Regulatory Approvals

The Purchaser is not under any obligation, contractual or otherwise to request or obtain the consent, authorization or approval of any person, and no permits, licences, certifications, authorizations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission, or authority are required to be obtained by the Purchaser in connection with the execution, delivery or performance by the Purchaser of this Agreement or the completion of any of the transactions contemplated herein (except as previously obtained).

6.4 Authorization of Agreement

This Agreement has been duly authorized, executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms.

6.5 Validity of Transactions

Neither the execution and delivery of this Agreement by the Purchaser, the consummation of the transactions contemplated hereby nor the fulfilment by the Purchaser of the terms, conditions and provisions hereof will contravene or violate or result in the breach (with or without the giving notice or lapse of time, or both) or acceleration of any obligations of the Purchaser under:

- (a) the laws and regulations, including, without limitation, the rules, regulations and policies of any stock exchange or securities regulation authority applicable to the Purchaser,
- (b) any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality which is presently applicable to the Purchaser, or
- (c) the provisions of any agreement, in writing or otherwise, arrangement or understanding to which the Purchaser is a party or by which it is bound, or to which any of the property or assets of the Purchaser is subject

nor conflict with or result in a breach or violation of the provisions of the constating documents, by-laws or resolutions of the directors or shareholders of the Purchaser.

6.6 GST and QST

The Purchaser is a registrant for the purposes of the ETA and its registration number is 84097 0875 RT0001. The Purchaser is a registrant for the purposes of the QSTA and its registration number is 1210237808 TQ0001.

6.7 Brokers

The Purchaser has not engaged any broker or other agent in connection with the transactions contemplated in this Agreement and, accordingly, there is no commission, fee or

other remuneration payable to any broker or agent who purports or may purport to have acted for the Purchaser.

6.8 Residence

The Purchaser is not a non-resident of Canada for the purposes of the Tax Act.

**ARTICLE VII
COVENANTS OF THE VENDOR**

7.1 Discharge Encumbrances

The Vendor shall have discharged all Encumbrances on the Purchased Assets pursuant to the Receivership and Approval and Vesting Order or otherwise, other than the Permitted Encumbrances, on or prior to the Time of Closing.

7.2 Records

At the Time of Closing, the Vendor shall deliver to the Purchaser all Records related to Harfan's Business.

7.3 Termination of Real Property Lease

Prior to the Time of Closing, the Vendor shall terminate the Real Property Lease.

7.4 Consents and Approvals

The Vendor hereby covenants and agrees that, after the Time of Closing, it, he, she, or they, as applicable, will use best efforts to seek and obtain those consents and approvals listed in Schedule 7.4.

**ARTICLE VIII
COVENANTS OF THE PURCHASER**

8.1 Representations, Warranties and Conditions

The representations and warranties of the Purchaser set forth in Article VI are true and correct and will, at the Time of Closing, be true and correct.

8.2 Retention of Records

For a period of nine years from and after the Time of Closing, the Purchaser shall, unless otherwise consented to by the Vendor, retain the Records delivered at Closing as well as appropriate records so as to demonstrate the history, procedures and collection of all Accounts Receivable and WIP to be collected by the Purchaser as per the stipulations of Section 2.4 hereof ("Collection Records") and shall keep the Vendor advised of the location of such Records and Collection Records. The Purchaser shall permit the Vendor and its representatives to inspect such Records and Collection Records at any time, upon reasonable notice, during normal business hours. Following the nine year period, the Purchaser shall give written notice to the

Vendor of its intention to destroy any of such Records and Collection Records. If the Vendor does not give the Purchaser notice that it wishes to retain such Records within thirty (30) days after receiving the notice from the Purchaser, the Purchaser shall be entitled to destroy such.

ARTICLE IX SURVIVAL AND INDEMNIFICATION

9.1 Survival of Representations and Warranties

The representations and warranties of the Vendor and the Purchaser contained in this Agreement or any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the other party for a period of two years, unless a bona fide notice of a claim for indemnity pursuant to Subsection 9.3(b) shall have been given in writing before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that claim until the final determination or settlement of that claim or the expiry of the applicable statutory limitation period, whichever is sooner.

9.2 Survival of Covenants

Except as otherwise provided in this Agreement, all covenants of the Vendor and the Purchaser, as the case may be, contained in this Agreement or any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the Purchaser or the Vendor, as the case may be, indefinitely.

9.3 Indemnification

- (a) The Vendor indemnifies and holds the Purchaser harmless from and against any claim, demand, action, cause of action, damage, loss (including lost profits), cost, liability or expense (including legal fees on a solicitor-client basis) which may be made or brought against the Purchaser or which the Purchaser may suffer or incur, directly or indirectly, in respect of, as a result of, or arising out of:
 - (i) any non-fulfilment of any covenant on the part of the Vendor contained in this Agreement or any document or certificate given pursuant to this Agreement;
 - (ii) any inaccuracy in or breach of any of the Vendor's representations or warranties contained in this Agreement or any document or certificate given pursuant to this Agreement;
 - (iii) any Liability other than the Post-Closing Liabilities, including, for greater certainty, any and all contractual and other liabilities related to the employment of Terence Kerwin ; and
 - (iv) the carrying on of Harfan's Business prior to the Time of Closing on the Closing Date.
- (b) The Purchaser indemnifies and holds the Vendor harmless from and against any claim, demand, action, cause of action, damage, loss (including lost profits), cost,

liability or expense (including legal fees on a solicitor-client basis) which may be made or brought against the Vendor or which the Vendor may suffer or incur, directly or indirectly, in respect of or as a result of, or arising out of:

- (i) any non-fulfilment of any covenant on the part of the Purchaser contained in this Agreement or any document or certificate given pursuant to this Agreement;
- (ii) any inaccuracy in or breach of any of the Purchaser's representations or warranties contained in this Agreement or any document or certificate given pursuant to this Agreement;
- (iii) the Post-Closing Liabilities; and
- (iv) the carrying on of Harfan's Business after the Time of Closing.

9.4 Procedure for Indemnification

- (a) Claims Other Than Third Party Claims. Following receipt from the Vendor or the Purchaser (the "**Indemnified Party**") of a written notice of a claim for indemnification which has not arisen in respect of a Third Party Claim (as defined in Subsection 9.4(b) below), the party who is in receipt of such notice (the "**Indemnifying Party**") shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of the claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the claim. If the Indemnified Party and Indemnifying Party do not agree at or prior to the expiration of such 30 day period (or any mutually agreed extension thereof) to the validity and amount of the claim, the dispute shall be referred to arbitration pursuant to Section 2.1 hereof.
- (b) Third Party Claims. The Indemnified Party shall notify the Indemnifying Party in writing as soon as is reasonably practicable after being informed in writing that facts exist which may result in a claim originating from a Person other than the Indemnified Party (a "**Third Party Claim**") and in respect of which a right of indemnification given pursuant to Section 9.3 may apply. The Indemnifying Party shall have the right to elect, by written notice delivered to the Indemnified Party within ten (10) days of receipt by the Indemnifying Party of the notice from the Indemnified Party in respect of the Third Party Claim, at the sole expense of the Indemnifying Party, to participate in or assume control of the negotiation, settlement or defence of the Third Party Claim, provided that:
 - (i) such will be done at all times in a diligent and *bona fide* matter;

- (ii) the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Agreement in respect of that Third Party Claim; and
- (iii) the Indemnifying Party shall pay all reasonable out-of-pocket expenses incurred by the Indemnified Party as a result of such participation or assumption.

If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party and its counsel and shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its sole expense. If the Indemnifying Party does not so elect or, having elected to assume such control, within thirty (30) days fails to proceed with the settlement or defence of any such Third Party Claim, the Indemnified Party shall be entitled to assume such control. In such case, the Indemnifying Party shall cooperate where necessary with the Indemnified Party and its counsel in connection with such Third Party Claim and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

- (c) Nothing in this Agreement shall relieve the Indemnified Party of its common law duty to mitigate its loss in respect of any claim.

9.5 Additional Rules and Procedures

The obligation of the parties to indemnify each other pursuant to this Article IX shall also be subject to the following:

- (a) an Indemnified Party shall only be entitled to make a claim for indemnification pursuant to Section 9.3 hereof if the aggregate amount of the Indemnified Party's losses in respect of such claims exceeds twenty-five thousand dollars (\$25,000) in which event the amount of all such losses may be asserted.
- (b) an Indemnified Party shall only be entitled to make a claim for indemnification pursuant to Subsections 9.3(a)(i) or (iii), or 9.3(b)(i) or (ii), as the case be, if written notice containing reasonable particulars of such claim is delivered to the Indemnifying Party within the time periods provided for in Sections 9.1 or 9.2, as the case may be;
- (c) if any Third Party Claim is of a nature such that the Indemnified Party is required by Applicable Law to make a payment to any Third Party with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for any such payment. If the amount of any liability under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall,

forthwith after receipt of the difference from the Third Party, pay such difference to the Indemnifying Party;

- (d) except in the circumstances contemplated by Subsection 9.5(c) above, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not settle or compromise any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld). A failure by the Indemnifying Party to respond in writing to a written request by the Indemnified Party for consent for a period of ten (10) Business Days or more, shall be deemed a consent by the Indemnifying Party to such request;
- (e) the Indemnifying Party and the Indemnified Party shall provide each other on an ongoing basis with all information which may be relevant to the other's liability hereunder and shall supply copies of all relevant documentation promptly as they become available; and
- (f) notwithstanding Subsection 9.5(d), the Indemnifying Party shall not settle any Third Party Claim or conduct any related legal or administrative proceeding in a manner which would, in the opinion of the Indemnified Party, acting reasonably, have a material adverse impact on the Indemnified Party.

9.6 Rights Cumulative

The rights of indemnification contained in this Article IX are cumulative and are in addition to every other right or remedy of the parties contained in this Agreement or otherwise.

ARTICLE X PURCHASER'S CONDITIONS OF CLOSING

10.1 Corporate and Other Approval

Prior to the Time of Closing, all necessary corporate and other action and authorization shall have been taken or obtained by the Vendor, its directors, officers, and shareholders in connection with the sale of the Purchased Assets and the transaction contemplated hereunder.

Issuance of the Receivership and Approval and Vesting Order, which, as at the time of Closing, shall be in full force and effect and shall not have been stayed, reversed or dismissed, and no appeals of such orders shall be pending and such orders shall not have been amended in any manner that does not meet the satisfaction of the Purchaser.

No action or proceeding shall be threatened or pending to restrain, enjoin, restrict or prohibit completion of the transaction contemplated herein.

All consents received, except to the extent otherwise provided for in Section 3.2.

**ARTICLE XI
CLOSING PROCEDURE**

11.1 Closing

The Closing shall take place at the offices of Goodmans LLP at the Time of Closing or at such other place and time as may be agreed to by the parties.

11.2 Vendor's Closing Deliveries

At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) an assignment of contracts agreement duly executed by the Vendor, together with such other bills of sale or instruments of conveyance, assignment or transfer as may be reasonably required by the Purchaser and prepared at the Purchaser's expense;
- (b) a general conveyance duly executed by the Vendor;
- (c) all deeds of conveyance, bills of sale, assurances, transfers, assignments, consents, and such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement;
- (d) all documents and discharges necessary, if any, to transfer the Purchased Assets (except in respect of the Movable Property and in respect thereof, the Vendor shall obtain payout and discharge instructions);
- (e) the elections described in Section 2.8, if requested or required, executed by the Vendor;
- (f) certified copies of the Receivership and Approval and Vesting Order that have been issued and entered;
- (g) a Receiver's Certificate to be filed with the Court forthwith upon Closing.

11.3 Purchaser's Closing Deliveries

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents and payments:

- (a) an assignment of contracts agreement, duly executed by the Purchaser;
- (b) a certificate of the Secretary or other officer of the Purchaser regarding various corporate matters including the passing of all corporate authorizations necessary to authorize the entering into of this Agreement by the Purchaser and the transactions contemplated herein, in a form upon which the Purchaser's solicitors and the Vendor's solicitors, acting reasonably, may agree;

- (c) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement;
- (d) the elections described in Section 2.8, if requested or required, executed by the Purchaser; and
- (e) an opinion of counsel to the Purchaser acceptable to the Vendor.

11.4 Possession

At the Time of Closing, the Vendor shall deliver or cause to be delivered to the Purchaser possession of the Purchased Assets to the extent not already so delivered.

ARTICLE XII GENERAL

12.1 Arbitration

- (a) If a party to this Agreement disputes, disagrees, questions or believes it has a claim arising out of or relating to this Agreement, including, without limitation, with respect to its formation, execution, validity, application, interpretation, performance, breach, termination or enforcement ("**Disputes**" and "**Dispute**" means any one of these), such party (the "**Disputing Party**") shall give a notice (the "**Dispute Notice**") to the other party (the "**Non-Disputing Party**") in writing, setting out in reasonable detail the nature of such dispute and the resolutions which would be acceptable to the Disputing Party. The Non-Disputing Party shall respond promptly to the Disputing Party's objections and the parties shall attempt to resolve any disputed matters within ten (10) Business Days from the date the Non-Disputing Party receives the Dispute Notice.
- (b) If the parties cannot resolve all disputed matters arising out of the Dispute Notice within ten (10) Business Days after the Non-Disputing Party receives the Dispute Notice, the Dispute shall be determined by arbitration. Such arbitration shall be conducted by a single arbitrator to be appointed by agreement of the disputing parties or, in default of agreement by such disputing parties within thirty (30) days, either party may immediately apply to a judge of the Superior Court of Quebec, District of Quebec, to appoint an arbitrator to determine the Dispute. The arbitration shall otherwise proceed in accordance with the provisions of the *Code of Civil Procedure* (Quebec). The cost of the arbitration shall be borne by the losing party, as determined by the Arbitrator. The arbitration shall take place and the decision and award shall be deemed to be made in Quebec City, Quebec and the arbitrator shall fix the time and place for the purpose of hearing such evidence and representations as any party to the arbitration may present. The arbitrator shall be instructed that the arbitration award must be rendered within thirty (30) Business Days of the commencement of the arbitration. The decision of the arbitrator shall be in writing, with reasons, and shall be final, binding and conclusive upon the parties and there shall be no appeal from the arbitrator's

determination whether as to a question of law, question of fact or a mixed question of law and fact. Judgment upon the award rendered pursuant to the arbitration may be entered in any court having jurisdiction. The arbitration, and all evidence, documentation and other information presented during the arbitration process, shall remain confidential.

- (c) Notwithstanding any provision of this Section 12.1, neither party is precluded from initiating, at any time, a proceeding in a court of competent jurisdiction for the purpose of: (i) obtaining any emergency or provisional remedy to protect its rights (including the preservation of any limitation period) which may be necessary, including temporary or preliminary injunctive relief or restraining orders; or (ii) obtaining homologation or enforcement of the decision and award.

12.2 Public Disclosure

No public disclosure of any kind shall be made or permitted in respect of the subject matter of this Agreement by any party without consultation with and the consent of the other parties (such consent not to be unreasonably withheld) except as required by Applicable Law. Both parties shall mutually agree to a press release to be released on a mutually agreeable date.

12.3 Independent Legal Advice

Each of the parties has either (1) obtained independent legal advice or (2) deliberately chosen not to obtain independent legal advice. Each of the parties acknowledges that it understands all rights and obligations under this Agreement and is executing this Agreement voluntarily.

12.4 Notice

- (a) Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:
 - (i) delivered personally to an officer or director of such party,
 - (ii) sent to the party entitled to receive it by courier, registered mail, postage prepaid, mailed in Canada, or
 - (iii) sent by telecopy machine.

- (b) Notices shall be sent to the following addresses or telecopy numbers:

To the Vendor:

Raymond Chabot Inc.
140 Grande Allee E.
Quebec City, Quebec
G1R 5M8

Attention: Jean Chiasson
Facsimile: 418-647-9279

With a copy to:

Ogilvy Renault, LLP
500 East Grande-Alée, suite 200
Québec (Québec)
G1R 2J7

Attention: Me Christian Roy
Facsimile: 514-286-5474

To the Purchaser:

17075 Leslie Street, Unit 7
Newmarket, Ontario
L3Y 8E1

Attention: Rose Oushalkas
Facsimile: 905.953.0586

With a copy to:

Goodmans LLP
250 Yonge Street, Suite 2400
Toronto, Ontario
M5B 2M6

Attention: Kari MacKay
Facsimile: 416.979.1234

or to such other address or telecopier number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.



- (c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall be delivered during regular business hours and:
- (i) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
 - (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth (4th) Business Day following the date of mailing, unless at any time between the date of mailing and the fourth (4th) Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service; and
 - (iii) if sent by telecopy machine, be deemed to have been given, sent, delivered and received on the date the sender receives the telecopy answer back confirming receipt by the recipient.

12.5 Costs

Except as otherwise provided in this Agreement, each party shall be responsible for its own fees, expenses, and other costs incurred in connection with the purchase and sale of the Purchased Assets.

12.6 Time of the Essence

Time is of the essence to every provision of this Agreement. Extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

12.7 Further Acts

The parties acknowledge that their co-operation is required to facilitate the Closing. The parties shall do or cause to be done all such further acts and things as may be necessary or desirable to give full effect to this Agreement.

12.8 Jurisdiction

This Agreement shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein.

12.9 Amendment

This Agreement may be amended only by written agreement of the parties.

TRADEMARK

REEL: 004501 FRAME: 0811

12.10 Waiver

No waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a party shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

12.11 Entire Agreement

This Agreement and the Schedules attached to this Agreement constitute the entire agreement of the parties pertaining to all the matters herein.

[REDACTED]

The parties further acknowledge that there are no liabilities and/or claims under the Letter Agreement that may now, or in the future, be claimed against either party and all liabilities, obligations and/or actions that may exist or be claimed are superseded by the provisions of this Agreement. Notwithstanding the foregoing, in the case of an inconsistency between this Agreement and the Receivership and Approval and Vesting Order, the terms and conditions of this Agreement shall be superseded by the Receivership and Approval and Vesting Order.

12.12 Severability

If any provision of this Agreement is invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall be unaffected thereby but shall continue to be valid and enforceable to the fullest extent permitted by law.

12.13 Counterparts

This Agreement may be executed in one or more counterparts which, together, shall constitute one and the same Agreement. This Agreement shall not be binding upon any party until it has been executed by each of the parties and delivered to all other parties. Counterparts may be executed either in original or faxed form.

12.14 Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned, directly or indirectly, by any party without the prior written consent of the other parties, such consent to be not unreasonably withheld, provided that the Purchaser may assign the benefits of this Agreement, directly or indirectly, to a financial institution providing loans to it or an affiliate. Any assignment without such consent (unless to the Purchaser's financial institutional in accordance with the foregoing) shall be null and void.

JK

TRADEMARK

12.15 Enurement and Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns.

12.16 Language

The parties have requested that this Agreement, together with all related documentation, be drafted in the English language. *Les parties aux présents ont exigé que la présente convention, ainsi que tous les documents qui s'y rapportent, soit rédigées en anglais.*

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

ALTUS GROUP LIMITED

Per: Neil G. ... c/s
I/We have the authority to bind the corporation

RAYMOND CHABOT INC., solely in its capacity as court-appointed interim receiver of the assets, property, business and undertaking of **HARFAN TECHNOLOGIES INC.**

Per: _____ c/s
I/We have the authority to bind the corporation

v5660832.8

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

ALTUS GROUP LIMITED

Per: _____ c/s
I/We have the authority to bind the corporation

RAYMOND CHABOT INC., solely in its capacity as court-appointed interim receiver of the assets, property, business and undertaking of **HARFAN TECHNOLOGIES INC.**

Per:  c/s
I/We have the authority to bind the corporation

JEAN CHASSON

15660R32.8



Schedule : 1.1 b) - Accounts Receivable

[REDACTED]

[REDACTED] inc.
[REDACTED]

16

Schedule : 1.1 p) - Employees

The table is mostly obscured by a large black redaction mark. Only a few horizontal lines representing rows are visible on the right side of the table.

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Schedule : 1.1 z) - Intellectual Property and Trademarks

ifc



Office de la propriété
Intellectuelle du Canada
Un organisme
d'Industrie Canada

Canadian Intellectual
Property Office
An Agency of
Industry Canada

Canada

Accueil > OPIC — Base de données sur les droits d'auteur canadiens — Recherche

Base de données sur les droits d'auteur canadiens : Résultats

Votre recherche
était la suivante,

Recherche pour : harfan dans Titre

dans : tout

date d'enregistrement : tout

trié par : Pertinence

Retour à la recherche

L'information sur les droits d'auteur est affichée dans la langue officielle dans laquelle elle est soumise.

Documents trouvés : 11

1. harfan rms, harfan tms, harfan_ams, harfan_ems, harfan lems, harfan Benjamin, e-egouts inspect
Numéro d'enregistrement : 1040598 **Type :** Concession d'intérêt
Cédant : Banque de Développement du Canada **Propriétaire :** Doucet, Guy / Harfan technologies Inc. / Pelletier, Carl / Pelletier, Carl
Date d'enregistrement : 2006-08-15
2. harfan rms, harfan tms, harfan_ams, harfan_ems, harfan lems, harfan Benjamin, e-egouts inspect
Numéro d'enregistrement : 1040538 **Type :** Concession d'intérêt
Cédant : Technologies Harfan Inc./Harfan Technologies Inc. **Propriétaire :** Caisse Populaire Desjardins de Saint-Basile
Date d'enregistrement : 2006-08-14
3. harfan Benjamin, harfan lems, harfan_ems, harfan_ams, harfan tms, harfan rms, e-egouts inspect
Numéro d'enregistrement : 1018304 **Type :** Concession d'intérêt
Cédant : Pelletier, Carl **Propriétaire :** Technologies Harfan Inc. / Harfan Technologies Inc.
Date d'enregistrement : 2004-02-10
4. harfan Benjamin, harfan lems, harfan_ems, harfan_ams, harfan tms, harfan rms, e-egouts inspect
Numéro d'enregistrement : 1018303 **Type :** Concession d'intérêt
Cédant : Doucet, Guy **Propriétaire :** Technologies Harfan Inc. / Harfan Technologies Inc.

http://www.ic.gc.ca/app/opic-cipo/cpyrights/srch.do?sessionid=0000eDzSKO7Kt_rY7m3... 2008-12-02

- Date d'enregistrement : 2004-02-10**
5. harfan_ems, harfan_tms, harfan_ams, harfan_ems, harfan_tems, harfan_Benjamin, e-egouts inspect
Numéro d'enregistrement : 1004918
Cédant : Doucet, Guy / Pelletier, Carl
Type : Concession d'intérêt
Propriétaire : Banque de Développement du Canada
- Date d'enregistrement : 2002-07-31**
6. harfan_Benjamin
Numéro d'enregistrement : 1002281
Auteur : Doucet, Guy / Pelletier, Carl
Type : Droits d'auteur
Propriétaire : Doucet, Guy / Harfan technologies Inc. / Harfan technologies Inc. / Pelletier, Carl
- Date d'enregistrement : 2002-04-17**
7. harfan_tems
Numéro d'enregistrement : 1002280
Auteur : Doucet, Guy / Pelletier, Carl
Type : Droits d'auteur
Propriétaire : Doucet, Guy / Harfan technologies Inc. / Harfan technologies Inc. / Pelletier, Carl
- Date d'enregistrement : 2002-04-17**
8. harfan_ems
Numéro d'enregistrement : 1002279
Auteur : Doucet, Guy / Pelletier, Carl
Type : Droits d'auteur
Propriétaire : Doucet, Guy / Harfan technologies Inc. / Harfan technologies Inc. / Pelletier, Carl
- Date d'enregistrement : 2002-04-17**
9. harfan_ams
Numéro d'enregistrement : 1002278
Auteur : Doucet, Guy / Pelletier, Carl
Type : Droits d'auteur
Propriétaire : Doucet, Guy / Harfan technologies Inc. / Harfan technologies Inc. / Pelletier, Carl
- Date d'enregistrement : 2002-04-17**
10. harfan_tms
Numéro d'enregistrement : 1002277
Auteur : Doucet, Guy / Pelletier, Carl
Type : Droits d'auteur
Propriétaire : Doucet, Guy / Harfan technologies Inc. / Harfan technologies Inc. / Pelletier, Carl
- Date d'enregistrement : 2002-04-17**

Pages de résultats

1 2 [suivant]

Dernière mise à jour : 2008-12-01



Office de la propriété
intellectuelle du Canada
Un organisme
d'industrie Canada

Canadian Intellectual
Property Office
An Agency of
Industry Canada

Canada

Accueil > OPIC — Base de données sur les droits d'auteur canadiens — Recherche

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dans : tout

date d'enregistrement : tout

trié par : Pertinence

[Retour à la recherche](#)

L'information sur les droits d'auteur est affichée dans la langue officielle dans laquelle elle est soumise.

Documents trouvés : 11

11. harfan_rms

Numéro d'enregistrement : 1002276

Auteur : Doucet, Guy / Pelletier, Carl

Type : Droits d'auteur

Propriétaire : Doucet, Guy / Harfan
technologies Inc. / Harfan technologies Inc. /
Pelletier, Carl

Date d'enregistrement : 2002-04-17

Pages de résultats

[Précédent] 1 2

Dernière mise à jour : 2008-12-01

Schedule 1.1(aae) Intellectual Property

Noms de domaine enregistrés (Site internet)

Province	Noms de domaine enregistrés (Site internet)
Alberta	Alberta.ca
British Columbia	BC.ca
Manitoba	Manitoba.ca
Ontario	Ontario.ca
Quebec	Quebec.ca
Saskatchewan	Saskatchewan.ca
Yukon	Yukon.ca
Nunavut	Nunavut.ca
Federated	Canada.ca
International	.ca

L

Schedule 1 (a) Intellectual Property
Software designed and owned by Harfan

Harfan RMS	6.2.31
RMS Web	1.0.6.4
Harfan TMS	6.2.31
Harfan AMS (Harfan DW)	6.2.31
Harfan EMS (CIP Builder)	7.0.1
Harfan iEMS (ICIP Builder)	7.0.1
IDSS Loader	1.0.41
IDSS Report	1.0.24
IDSS Assoc	1.0.8
Extension Harfan / ArcMap	6.2.31
Harfan MapGuide Viewer	6.2.31
Harfan MapGuide Maps	6.2.31
Import Role	1.0.8
COM GIS	6.2.31
Système magasin (Inventory)	6.2.31
Système carburant (Gas)	6.2.31
Feuille de temps (TimeSheet)	6.2.31
Réquisition (PurchaseOrder)	6.2.31
Gestion clients (Client Management)	1.3
Rapports personnalisés (Client Specific Reports)	6.2.31
IntegralUtil	6.2.31
AMSScénario	6.2.31
Autocopy (dll update)	1.0.0.130
BT Externe	6.2.31
Decision Tree Traveller	6.2.31
Générateur de clés GOP (Key generator CMMS)	6.2.31
Serveur de licences (Restricted Access Server)	6.2.31
Générateur de clés SIAD (Key generator IDSS)	6.2.31
Integral Config	6.2.31
Report Generator GOP	6.2.31
SyncStruct	6.2.31
Générateur de besoins	6.2.31
Véhicule	6.2.31
Scribe with progress	

Windows Internet Explorer

http://www.microsoft.com/france/produits/serveurs/

Activations des clés de licence

Produit	Clé de licence	Clé de produit	Clé de licence
Windows Server 2003	VWW86-4286P-F516C-BK6A7-8487D	Windows Server 2003 R2	DTFM4-K0069-848VA-627WA-629AT
Windows Server 2003 R2, x64 Ed.	DDTBQ-2473C-RK6MS-WJGD-8D8CG	Windows Server 2003 R2, x64 Ed.	DDTBQ-2473C-RK6MS-WJGD-8D8CG
Windows Server 2008	TKMTG-8CC3Y-TNWWC-WF6Q4-TB2HM	Windows Server 2008, x64 Ed.	TKMTG-8CC3Y-TNWWC-WF6Q4-TB2HM

Marfan Technologies (3-Contrats)

Activations des clés de licence

Produit	Clé de licence	Clé de produit	Clé de licence
Office 2003 Suite	GVAS2-QW64-KT6M-D6CF-120VM	Office 2003 Suite	GVAS2-QW64-KT6M-D6CF-120VM
Office XP Suite	3MGPY-773RW-HT3G-1P68P-8188W	Office XP Suite	3MGPY-773RW-HT3G-1P68P-8188W
Windows Server 2003	VW86P-9936A-370A-1000C-10100	Windows Server 2003 R2, x64 Ed.	VW86P-9936A-370A-1000C-10100
Windows Server 2008	TKMTG-8CC3Y-TNWWC-WF6Q4-TB2HM	Windows Server 2008, x64 Ed.	TKMTG-8CC3Y-TNWWC-WF6Q4-TB2HM

vista: R5F8H-99x44-9HTW8-
POTQG-V8PH3

vendredi, Jul, 04, 2008 09:18 AM

Service d'acquisition de licences en quantité de Microsoft - Volume License Public Keys - Windows Internet Explorer

http://www.microsoft.com/licensing/keys

1 de 1 sur 1 contrats

Produit	Clé pour licence	Type de clé
Office XP Suites	JMGT-T9XW-HTGJ-3PM6P-818W	VA 1.0
Office 2003 Suites	QV332-Q1W44-KD8V-D6CF-Y00VM	VA 1.0
Windows Server 2003	USBP-79N35-V879M-V78DX-NCTRD	VA 1.0
Windows Server 2003, x64 Ed.	31804-12185-11CQWQ-3400V-XCQHQ	VA 1.0
Windows Server 2003 R2, x32 Ed.	31V8K-V4XRC-XR010-W89WH-YT7EC	VA 1.0
Windows Server 2003 R2, x64 Ed.	RQ2MK-7PQFD-N2007-1B1MG-DR4DS	VA 1.0
Office 2007 Suites	0710X-1867J-9PW0V-3177E-612YV	VA 1.0

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lundi, Juin 11, 2007 10:42 AM

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	sans titre
Windows XP Pro Engl.	JXHR-88VX8-XWVCH-GC98D-JPD2M
Windows XP Pro Fr.	JXHR-88VX8-XWVCH-GC98D-JPD2M
Windows XP Tablet PC	J3MQQ-T2FQH-HD939-R8CWP-Q9J86
Windows XP Professional, x64 Edition	H69CB-6QWJ7-6FGWH-Y6HJ3-GDRFY
Office Pro w/ Front Page XP	CW4BK-8PKJQ-BV2QC-CW44K-72R8B
FrontPage 2003	HJPJ4-43JJD9-XB6BT-3X22M-HGT7T
Microsoft Business Network, Professional Edition	
XV2M9-BTGVX-Y2TBT-K2T7C-H888Y	
Microsoft Business, Network, Standard Test Edition	
XD2KF-9C4ZY-B8BBC-CGG73-VVQ2D	
Office XP Engl.	CW4BK-8PKJQ-BV2QC-CW44K-72R8B
Office XP Fr.	JMGFT-T7JRW-HTJGJ-3PM6P-8J98W
Office 2003 Pro Engl.	CW4BK-8PKJQ-BV2QC-CW44K-72R8B
Office 2003 Pro Fr.	JMGFT-T7JRW-HTJGJ-3PM6P-8J98W
Project XP	GDR66-BTHJP-V8TWQ-B32G6-GBPMB
Project 2003 Server	QV332-Q3W44-KTXBV-D6CFP-YXXVM
Project 2003	GDR66-BTHJP-V8TWQ-B32G6-GBPMB
Project 2003 Professional	QV332-Q3W44-KTXBV-D6CFP-YXXVM
Publisher 2003	G8MKD-7MWGW-KX7WF-TYDYJ-9JCR8
Visio Professional XP	J9XY6-BVW4K-QVFQH-7BWRP-64KPM
Visio 2003	C9FY2-KTPKQ-G9M7G-4W4RD-BJJTB
Visio 2003 Professional	HJPJ4-DXVXW-372R9-GFTG8-88WYB
VSS 6.0d	FRBVB-WWPHR-MYQR4-GKWTQ-MJRDY
Babylon	G8MKD-7MWGW-KX7WF-TYDYJ-9JCR8
FME FlexID	H6HQX-VPR8F-XDYF9-BQ39B-H48JY
Harfan	HJPJ4-8WT8P-9GBJ2-2G288-D22MB
VS.net	335-3353356
WebTrends	111-1111111
Test Track Pro 4.7.2	Marie-Christine Morneau / UNR9MON76QM6P3NKT876VA
Seagate Crystal Reports Pro B	9-3F16b3ba
Upgrade 8.5	NRA111-130AA1-10A500-ZZZZ5716
Sharepoint PortalServer 2003	D64GG-GXY6T-V6FTN-WCPBB-2YDYB
Visual FoxPro	ST8J72-7DLH9-A0K9A-EIVLX-4D54V
Access 2003 Dev Ext	SLWDAQ-KUCUL-IHE13-X5JXS-G1QYC
SQL 2000 Report Services	C4-DRM9-9VVE-HB9F-M89H
embedded Visual C++ 4.0	C4-B7N9-WHG8-7A79-KCBN
embedded Visual Tools 3.0	C4-LUPR-L5BF-78A6-M88N
Commerce Server 2002 Dev	SM-C000617-TS48000-0000000
Virtual Server 2003 entreprise	A5A52-900000-M5A0031
Progress 9.1	A3054-G81000G-GAMF08B
4GL Development	J8FGB-PX8BV-TVQRH-MTWXX-DYXPM
Enterprise DB	TCJCY7-H2QDM-3T7G7-R6RTM-YRK3Y
Client Networking	KHCYK-2DXWD-6D4BV-9D9K6-TT9RY
Query/Results	KR3Q8-RQ822-YRMXF-6TTXC-HD2VM
Progress AppServer	B222J-CW36D-DPT6T-JYKPF-YB7CM
Provision	TRT7H-KD36T-FRH8D-6QH8P-VFJHQ
	QY77-8G88D-3FYFQ-FDFH3-4RDCP
	MVH8B-6QF7D-FV46C-C8JCD-H469G
	3036245 / Y7E59-XQE2N-5MCYP
	3036246 / YGER9-XPGEN-5MG7J
	3036247 / ZCRCS-6PGAM-5467J
	3036248 / XHERS-6QEAN-54CYJ
	3036249 / ZGGS5-XQEJC-MACY7
	3034008 / X9ER9-XQE6M-M4GY3

Usual Study

Products

Win XP Pro	JXERC-88VX8-XWVCH-GC98D-JPD2M
Office 2003 Pro	QDR66-BTHJF-V8TWO-B32G6-GBFMB QV332-QJW44-KTXBV-D6CFP-YXKVM
Project 2003 Server Project 2003	J9XY6-9VW4K-QVPOE-7BWRF-64KPM C9FY2-KTFKQ-G9M7G-4W4RD-BJUTB
Visio 2003	H6HQX-VPR8F-XPYF9-8Q39B-H4BJY
Office XP	CW48K-BPKJQ-8V2QC-CN44K-72R88 JMGFT-T7JRW-RTJG5-3PM6P-8J9BW
Visio XP / Project XP	G8MKD-7M8GW-KX7WF-TYDYJ-9JCR8
Win 2003 Server	J6TDF-82YTK-GRXPW-M1YQR-B66BB
Win 2000 advanced server Win 2000 Professional	KRJQB-RQ822-YRMKF-6TTXC-HD2VM DDTFV-TXMX7-BRG79-WGYBK-R9GEM
VSS 8.0d	335-3353356 111-1111111
Babylon	Marie-Christine Morneau / UNR9MON76QMGT3NKTB76VA
Win XP Tablet PC	J3MQQ-T2FQH-HD9J9-R8CWF-Q9JB6
FME FlexID	9-3f16b3ba
Harfan	NRA111-130AA1-10A300-ZZZZ5716 Clé de registre : de48844
VS .NET	D64GG-GXYGT-V6PTR-WCPBB-2YD9B
Webtrend	ET8J72-7DLH9-AOK9A-EIVLX-4D84V SLWDAQ-KUCUL-IHE13-X5JX5-G1QYC
Test Track Pro 4.7.2	C4-DRM9-9VVE-HB9F-M89H C4-B7N9-WHGB-7A79-KC8N C4-LUPR-L5BF-78A6-M88N
Seagate Crystal Reports Pro 8 Upgrade 8.5	5M-C000617-T848000-0000000 A5A52-0900000-MSA0031 A3054-GB1000G-CAMP088
SharePoint PortalServer 2003 Visual FoxPro Access 2003 Dev Ext SQL 2000 Report Services eMbedded Visual C++ 4.0	JBFG8-PX8BV-TVQRK-MTWXK-DYXDM TCJCY-R2QDH-3T7G7-R6RTM-YXK3Y KHCYK-2DXWD-6D4BV-9D9K6-TT9RY KRJQB-RQ822-YRMKF-6TTXC-HD2VM B222U-QW16D-DFT6T-JYKPF-YB7CM

Final page HJ P54-43509-XR68T-3XJLM-HG77T

(ee)
Schedule 1.1(f): Moveable Property

**Software for which at least one licence is active at Harfan
Applications (Title NOT owned by Harfan)**

Windows XP Pro
Windows Office Pro 2003
Microsoft Exchange Server 2003
Microsoft Windows Server 2003 Enterprise
Microsoft Windows Server 2003 Standard
Microsoft Windows Server 2003 Web
Server Cal
Exchange Cal
VsourceSafe 6.0
Vstudio.net ent dev 2003
Oracle Client
Jovaco + Tedi
Symantec Norton
FME Pro 2005
ESRI ArcView
Snag it
Autodesk license for 5 products Autodesk

TRADEMARK

REEL: 004501 FRAME: 0828

(cc)

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Computer names and other identifiers

Serveur

nom	Fonctions Principales	Autres Fonctions	cpu	memoire	carte graphique	modele	abri	achat	Garantie	Licence OEM
SRV01	Contrôleur de domaine Active directory X1 (scripts BD) W3 (dossiers) Netlogon (bus32) DNS DHCP WINS O1 (COMPTABILITE) M1 (DIRECTION) BERRY U1 (SUPPORTTECH) Microsoft Data Engine (MSDE) for SQL Server 2000 (pour black berry) VSS sources multi-libs et ancien Harfan	Srv fichiers : P1 (rep user) S1 (Scripts) W3 (dossiers) U3 (DEVELOPPEMENT) L1 (scripts BD) O1 (COMPTABILITE) M1 (DIRECTION) U1 (SUPPORTTECH) Srv BD progress : SCRIBE	Intel PIII-E-1000MHz	2048 Mo	2048 Mo	HP Netserver LP2000r S1 (scripts BD) W3 (dossiers) U3 (DEVELOPPEMENT) L1 (scripts BD) O1 (COMPTABILITE) M1 (DIRECTION) U1 (SUPPORTTECH) Srv BD progress : SCRIBE	US20340A3Z	2001	2004	
SRV02	2 Processeur 2600 2.4 GHz			2048 Mo	2048 Mo	HP G1380 2 processeur 2600 2.4 GHz avec 2x2 Go de memoire	947065-008	2005	01 Jun 02	
SRV03	Basefine Security Analyseur	Basefine Security Analyseur	Xeon 5160 2.33 GHz	2048 Mo	2048 Mo	Def Poweredge 2800 Srv BD progress : SCRIBE	81113c1		2004	
SRV04	ISX actif car échange a besoin de ces services	Serveur Web Exchange	Intel PIII-E-1000MHz	2048 Mo	2048 Mo	HP Netserver LP2000r Srv BD progress : SCRIBE		2001		
SRVWEB	NOUVEAU Srv Web et FTP	Site de www.harfan.com (extranet)	2 Processeur 2600 2.4 GHz	1024 Mo	1024 Mo	HP Netserver LP2000r Srv BD progress : SCRIBE	947065-008		30 AUG 08	

SRV501	IS desactiver K1 (BDbackup) Srv BD SQL Serv C1 (BDbackup) Test	Serveur de fichiers pour K1 (BDbackup) Serveur de fichiers pour C1 (BDbackup)	2 CPU : Intel P4HT, 2.8GHz	512 Mo (DDR)	Intel P III, 550 MHz	512 Mo	Clône	132821	2000	10 Apr 03	19 Apr 07	OEM
SRV502	Serveur de fichier (Guide, Setup kit, cédés harlan, IS desactiver	ancien setup kit doc ville de québec (shere villequébec) Serveurs pour la sécurité dans locaux (fisc)	Intel P III, 550 MHz	512 Mo	Intel P III, 550 MHz	512 Mo	Clône	132821	2000	10 Apr 03		
SRV503	Srv Oracle projects	Magasins server	P4 2 GHz	512 Mo	P4 2 GHz	512 Mo	Compaq Evo D10 ultra slim	EX2AKPBZY0 56	#####	28 Dec 06	#####	OEM
SRV504	Srv Oracle projects	Magasins server	P4 2 GHz	512 Mo	P4 2 GHz	512 Mo	Compaq Evo D10 ultra slim	us03130dnc	#####	#####	#####	OEM
SRV505	Srv Oracle projects	Magasins server	P4 2 GHz	512 Mo	P4 2 GHz	512 Mo	Compaq Evo D10 ultra slim	USH4130DIT UNICORP DZCVV	#####	#####	#####	OEM
SRV506	Srv Oracle projects	Magasins server	P4 1.7 GHz	512 Mo	P4 1.7 GHz	512 Mo	Compaq Evo D10 ultra slim	DB	#####	#####	#####	OEM
SRV507	Srv Oracle DBA pour installation client	pour installation client	P4 2 GHz	512 Mo	P4 2 GHz	512 Mo	Compaq Evo D10 ultra slim	us03130dnc	#####	#####	#####	OEM
SRV508	SRV508 RIMS Ancien Serveur AV	Ancien Serveur AV	1.7 GHz	1.5 Go	1.7 GHz	1.5 Go	Compaq Evo D10 ultra slim	US20340451	#####	24 Mar 03	#####	
SRV509	Blp srv Exchange 2003	Blp srv Exchange	2.8 GHz	256 Mo	2.8 GHz	256 Mo	Compaq Evo D10 ultra slim	#####	#####	13 Jul 04	#####	OEM
SRV510	Firewall ISA	Firewall ISA	Dual Core 1.7 GHz	2 Go	Dual Core 1.7 GHz	2 Go	Poweredge 2950	DZCP5F1	#####	15-DEC-10	#####	
SRV511	ancien Donaldi	ancien Donaldi	Intel P4A, 1800 MHz	1.2 Mo	Intel P4A, 1800 MHz	1.2 Mo	Compaq Evo D810 CM	6114gysz8B54 DZCP5F1	#####	#####	28 Oct 02	OEM

Laboratoire TES		Autres Fonctions		Date d'achat		Garantie Ordinateur	
SRV512	Poste client	Autres Fonctions	Poste Peripherie	SRV512	Poste Peripherie	SRV512	Poste Peripherie
SRV513	Poste client	Autres Fonctions	Poste Peripherie	SRV513	Poste Peripherie	SRV513	Poste Peripherie

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Extrêt	Poste test Exh1.1	100 MHz	384 Mo	DE STATION DE CL. TELEPHONE MARQUE	100 MHz	28 Jun 05	OEM
MARFAN	Alain Roy ancien	100 MHz	384 Mo	DE STATION DE CL. TELEPHONE MARQUE	100 MHz	28 Jun 05	OEM
MARFAN	Harford	100 MHz	384 Mo	DE STATION DE CL. TELEPHONE MARQUE	100 MHz	28 Jun 05	OEM
	Portable	Core duo 2450 2 Gb 2 Cg	384 Mo	DE STATION DE CL. TELEPHONE MARQUE	100 MHz	10-fec-10	OEM

Formation:

Poste	Fonctions Principales	Autres Fonctions	CPU	Memorie	Base Processeur	Model	Date d'achat	Garantie Ordinateur	License OEF
FORMAT formation 1	portable		PIII 1000 MHz	384 Mo		Toshiba Satellite	1999	300000000	OEM
FORMAT Libre	Portable		Intel P4 1.6	512 Mo		n610c	2000	7025N6230P	OEM
FORMAT formation 3	portable		PIII 1000 MHz	384 Mo		Toshiba SATELLITE	1999	model 470037	OEM
FORMAT formation 4	portable		PIII 1000 MHz	384 Mo		Toshiba SATELLITE	1999	300000000	OEM
Ancien de Eric	portable		Mobile Intel P4M, 1800 MHz	512 Mo		Compaq Evo N610c	2003	7637NR2028	OEM
FORMAT Letonde	portable		Mobile Intel PIII-S, 1200 MHz	512 Mo		Compaq Evo N610c	2003	3124884742	OEM
FORMAT Nelson Home	Ancien a Cleude portable		Mobile Intel Pentium 4M, 2000 MHz	768 Mo		Compaq Evo N610c	2003	28781163x	OEM
FORMAT ancien Alain Cayer	portable		Mobile Intel Pentium 4M, 2000 MHz	768 Mo		Compaq Evo N610c	2003	7634N6220K	OEM

Poste "HOME"

Fonctions Principales	Autres Fonctions	CPU	Memorie	Base Processeur	Model	Date d'achat	Garantie Ordinateur	License OEF
Harford: Nelson - JY Base	Portable	Intel Core 2 duo 1 7500 2.2Ghz	2 Gg		DEll Latitude 4830	10-fec-11	300000000	OEM

Poste client Vendu

Fonctions Principales	Autres Fonctions	CPU	Memorie	Base Processeur	Model	Date d'achat	Garantie Ordinateur	License OEF
INFOGRA Imbroglio	peques marcade	Intel PIII, 866 MHz	256 Mo		6113DYS2E68	300000000	300000000	OEM
MARFAN Ancien Jule Sigh		Intel PIII, 866 MHz	256 Mo		6113DYS2C31	300000000	300000000	OEM
SRVCLT Poste de test		P III, 400 MHz	256 Mo		1073021	300000000	300000000	

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CLTSUP	Porte de test	P II 400 MHz	255 Mo (12.0c)						
SRYSLUP	Poste de test	P II 400 MHz	256 Mo (12.0c)						

Poste client Défectueux Recyclage

Poste	Fonctions Principales	Autres Fonctions	OS	Memorie	OS principale	modele	SN	Date d'achat	Garantie Originale	Licence DEF
#23	Scrap		P II 400 MHz	255 Mo	255 Mo (12.0c)			1997	10 Dec 02	
HARFANG	Scrap		734 MHz	256 Mo	256 Mo (12.0c)			1997	10 Dec 02	
HARFANG	Scrap	Ancien français bourrages					811344410J		18 Aug 04	OEM
Ancien F	Ancien formation 2	CARTE MERE SCRAP	Phil 1000 MHz	384 Mo	384 Mo (12.0c)	105H09 SATELLITE	010134410J			OEM
FORWAT	Ancien portable de Miguel Angers	portable ancien scrap	Mobila Intel PIII-S, 734 MHz	512 Mo	512 Mo (12.0c)	HP Omnibook XE3	TM2161 5338			
HARFANG	Jocelyn Bessinger	Portable	Mobile Intel PIII-S, 734 MHz	512 Mo	512 Mo (12.0c)	HP Omnibook XE3	TM2161 5338			
HARFANG	Ancien -C Scrap	Ancien portable Nam Med-aud	Mobile Intel PIII-S, 734 MHz	512 Mo	512 Mo (12.0c)	HP Omnibook XE3	TM2161 5338			
HARFANG	Med-aud		Mobile Intel PIII-S, 734 MHz	512 Mo	512 Mo (12.0c)	HP Omnibook XE3	TM2161 5338			
SRYPRINT	Ancien SRYPRINT	Scrap	Intel P III-E, 866 MHz (SDRAM)	642 Mo	642 Mo (12.0c)	Compaq Deskpro EN 8	611344410J			
HARFANG	Toshba	Probleme crans contamine	Mobile Intel P4M, 1600 MHz	512 Mo	512 Mo (12.0c)	Compaq Deskpro EN 8	611344410J	2000		
#20	A vendite		33.26 Mhz	256 Mo	256 Mo (12.0c)		82003094	1997	10 Dec 02	
#28	A vendite		27.45 Mhz	128 Mo	128 Mo (12.0c)			1999	15 Dec 02	
HARFANG	Portatile Carte mere oxos. A recup	Anc en xxx								
HARFANG	du liquide Scrap									
SRYSLUP	LA VENDRE		Mobile Intel PIII-S, 734 MHz	512 Mo	512 Mo (12.0c)	Toshba Satellite P10 4800	1365341		02 Jan 03	
HARFANG	Josee Simoes MO portable									
HP	Laserjet 4 Plus	89k145288								
HP	diskjet 3820	cr28a1p0y61a								
Xerox	2230j	4yp-011522								
Sharp	SF-7650	16416155								

KDS	Visual Sensations	037102225	Ecr 10	Ecr 10
Viewsonic	E80FB	N/S 3330079830	Ecr 25	Ecr 25
Viewsonic	E80FB	N/S 33300251625	Ecr 41	Ecr 41
Samsun	SynchMaster 17	n2fraq020	Ecr 38	Ecr 38
Optique	V 173	6C7524666	Ecr 03	Ecr 03
Hanboo	701 PI	39847005884	Ecr 01	Ecr 01

Surplus d'équipements

Ecrans	Modelis	N/S	Details	État
KDS	Visual Sensations	037102225	Ecr 12	à côté Alain test
Samsun	SynchMaster 17	HFMG300543	Ecr 02	OK
Samsun	SynchMaster 17	n2fraq020	Ecr 14	OK
Samsun	SynchMaster 17	h2fraq020	Ecr 37	OK
KDS	Visual Sensations	371002293	Ecr 27	OK

priman	Modelis	N/S	État
Caron	LDP860	JF-00731	OK

Poste client libre

POSTE	Fonctions Principales	Autres Fonctions	CV	Missions	Observations	Notes	Date d'achat	Garantie Originale	License OEM
HARFANT 53	Andrien Guy Pruneau		Intel P4A, 2000 MHz	100 Mo, 2000 SATA	IDE, 31200rpm, HD Co. 7200 rpm, Ultra160	Compaq Evo D510	23 Mar 05	23 Mar 05	OEM
HARFANT	Andrien Stephane Cockstine		Intel P4A, 2000 MHz	2 Gg, (D)	31200rpm, HD Co. 7200 rpm, Ultra160	Compaq Evo D510 CM	23 Mar 05	23 Mar 05	OEM
HARFANT	Guillaume Denton Andrien Dave Marcolite		Intel P4A, 2000 MHz	1 Gg, (D)	31200rpm, HD Co. 7200 rpm, Ultra160	Compaq Evo D510 CM	23 Mar 05	23 Mar 05	OEM
HARFANT	PO Coulture Guillaume Thibault Jean andrien		Intel P4A, 1800 MHz	2 Gg, (D)	31200rpm, HD Co. 7200 rpm, Ultra160	Compaq Evo D510 CM	23 Mar 05	23 Mar 05	OEM
HARFANT	Sebastian Bouleau		Intel P4 2000 MHz	1,2 Gg	31200rpm, HD Co. 7200 rpm, Ultra160	Compaq d510	19 Jan 05	19 Jan 05	OEM

Schedule 1.1(ff) : Moveable Property
Office furniture & Equipment, kitchen, various A-V equipment

Mobilier de bureau		
Étagères/Bibliothèques		25
Tables		13
Chaises tout types		81
Chaises cuir		4
Bureaux tout type		52
Tableaux liège		4
Tableaux encre sèche		10
Mobilier bureau gris projets		1
Mobilier bureau noir pdg		1
Classeurs tout types		13
Cubicules réception 2 places		1
cubicle		32
cubicle avec huche		8
Mobilier cuisine		
Cuisinière		1
Frigo		2
Mini frigo		1
Micro-ondes		4
Grille-pain		1
Chaises salle dîner		37
Tables (2 formats)		18
Vaisselle, ustenciels, verrerie		
Équipement audio		
Système main libre, amplificateur et caisses de son		1
Lecteur vidéo		2
Appareil photo numérique		1
Lecteur CD Panasonic		1
Lecteur CD Bose, système de son		1
Projecteur multimédia		3
Autres fournitures		
Poubelles		38
Horloges		4
Bacs		2
Lampe de table ou bureau		3
Diable rouge		1
Diable bleu 4 roulettes		1
Table roulettes acier inox.		1
Stores		12
Déchiqueteuse		1
Dactylo		1
Boudineuse		1
Coffre-fort		1
Téléphones		63
Télécopieur		1
Bac/Poubelle métal		1
Livres		
Voir photos		
Archives	Étagères sections Boîtes Documents	12

Informations Matériels Harfan

UPS	Emplacement	Modèle	Num. Série	PIN	Adresse Ip
UPS 1 Powerware 8125	Rack 1	PN8125 300RM	TU072A121D	05147162-5501	10.0.0.18
UPS 2 APC	Rack 2	Smart-UPS 3000XL	SU3000RMXL3U	Q30422310030	10.0.0.18

Imprimante	Emplacement	Modèle	Adresse Ip
Service Clients	Avant bureau Jocelyn	HP Laserjet 4 Plus	10.0.0.223
Developpement	Avant bureau Jocelyn	HP Laserjet 2100 TN	10.0.0.220
Réception	Réception	Sharp AR-M360U	10.0.0.180
Couleur HP 2600	Réception	HP Color Laserjet 2005 DN	10.0.0.230
HP Deskjet 3600	Bureau Joaoe	HP Deskjet 3650	local
Impchèque	Bureau Nelson	Hp Deskjet 8540	local
Deskjet 920c	Aleln Coyer Home	HP Deskjet 920c	Home
Canon LBP860	Safe serveur	Canon LBP860	Libre
Brother color MPC	Poste graveur	Brother color MPC	Libre A 1011P

Projecteurs	Modèle	Numéro série	nom
Dell 2400 MP #1	2400 MP	DH5LT91	CANON DELL
Dell 2400 MP #2	2400 MP	2SK00D1	CANON DELL2
Hilachi	CP-X328	R13K006470	Hilachi

Blackberry	Modèle	Pin Number	Numéro
Eric Letonde	6703	3024a930	572-0958
JY Bacle	6703	3024a50a	572-2658
5 Clients licences	BESX35-R070ZR-048K02-1ZJ0J0-XR7J4J		
1 Client licence	BESX35-70TD07-JJ83HG-5PKJCO-3HTJ3J		
SRP Identifier	S865255F		
SRP Auth. Key	DWAR-06JE-TG7U 87FV D38W-K56J 6R38-BWQB-25XP-45RV		

AL

Schedule : 1.1 ii) – Permitted Encumbrances

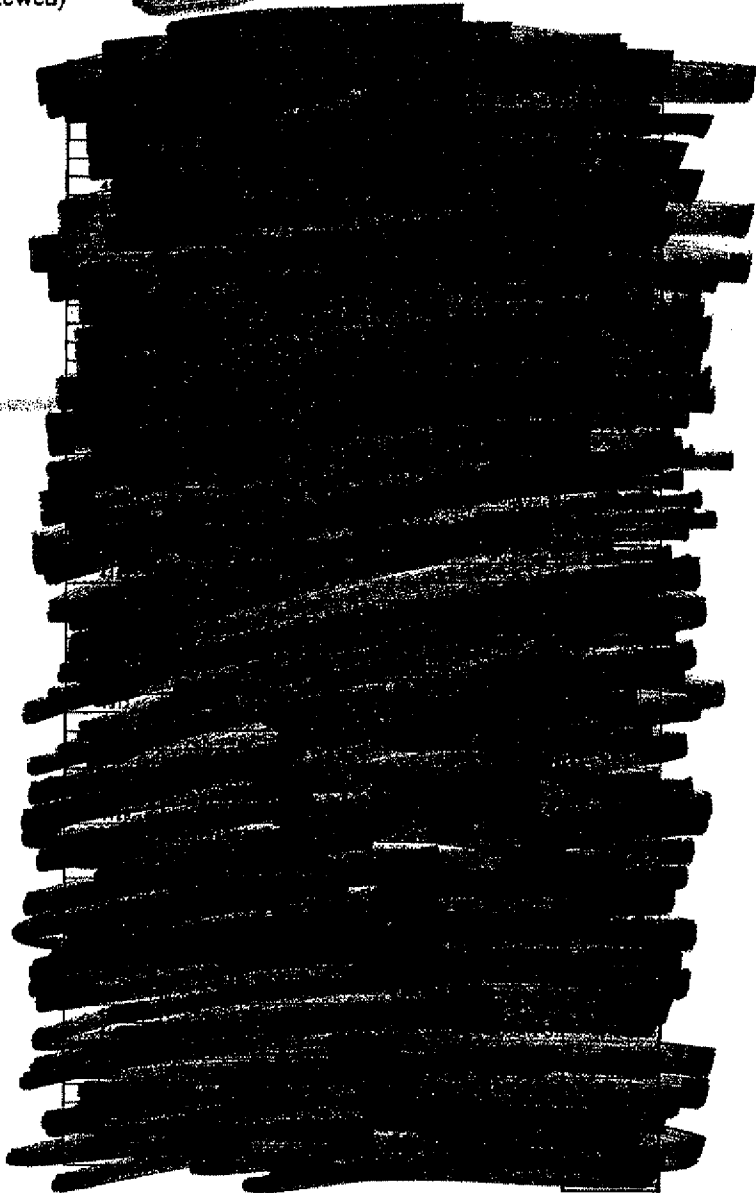
Not applicable except for :



PL

Schedule : 2.2 - [REDACTED]

(to be reviewed)



PC

Schedule : 2.2 - D

(to be reviewed)



A handwritten signature or set of initials in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive 'J' followed by a flourish.