

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ERNST & YOUNG		09/10/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	SHER-WOOD HOCKEY INC.
Street Address:	2745 SHERWOOD BOULEVARD
City:	SHERBROOKE, Qc
State/Country:	CANADA
Postal Code:	G1K 1E1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1804525	INGLASCO

CORRESPONDENCE DATA

Fax Number: 7037399577
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 703-739-4900
 Email: MPETRY@STITES.COM
 Correspondent Name: MARVIN PETRY
 Address Line 1: 1199 NORTH FAIRFAX STREET
 Address Line 2: SUITE 900
 Address Line 4: ALEXANDRIA, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	T01607US0 (1528LT-8600)
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

OP \$40.00 1804525

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

MARVIN PETRY

Signature:

/MP/

Date:

06/26/2013

Total Attachments: 25

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is signed on September 10, 2008

BETWEEN: ERNST & YOUNG INC. in its capacity as Interim Receiver of Inglasco Corporation Ltd., pursuant to the Approval Order (as defined herein), represented by Martin Rosenthal, its Senior Vice-President, duly authorized for the purposes hereof as he so declares, the whole without any personal or corporate liability;

(the "Vendor")

AND: SHER-WOOD HOCKEY INC., a legal person duly incorporated having its place of business at 2745 Sherwood Boulevard, Sherbrooke, Qc, G1K 1E1, represented by Dean Topolinski, its Secretary-Treasurer, duly authorized for the purposes hereof;

(the "Purchaser")


WHEREAS Inglasco Corporation Ltd (the "Company") carried on the business of manufacturing and distributing sports related promotional items such as hockey pucks, sticks, pins and water bottles;

WHEREAS Ernst & Young Inc. was appointed as Interim Receiver of the Company with the powers to sell the Purchased Assets (as defined herein) pursuant to the Approval Order (as defined herein);

WHEREAS the Company mandated Ernst & Young Inc. ("E&Y") in its capacity as trustee named in the Notice of Intention to Make a Proposal filed by the Company under the *Bankruptcy and Insolvency Act* (the "BIA") to request offers for the acquisition of its assets and business and in this respect, E&Y provided an information package (the "Information Package") made available to prospective purchasers on or about July 23, 2008;

WHEREAS Dean Topolinski acting in trust for and on behalf of a corporation or corporations to be incorporated, without personal liability, offered to purchase the assets of the Company by its offer dated August 11, 2008, which has been accepted by the Company on August 12, 2008 (the "Offer");

WHEREAS Dean Topolinski designated the Purchaser to become the purchaser of the assets more fully described herein;



AND WHEREAS the Vendor and the Purchaser hereby wish to consummate the transaction contemplated by the Offer;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1. Definitions

The following words and terms, when used in this Agreement, shall have the meanings set out below, unless the subject matter or context is inconsistent with such meaning:

- 1.1.1. "Agreement" means this agreement, including all schedules, and all instruments supplementing or amending this Agreement; "hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular article or section; "Article" or "Section" means and refers to the specific article or section of this Agreement;
- 1.1.2. "Approval Order" means the order rendered on September 5, 2008 in file number 450-11-000182-083 of the Superior Court, Province of Quebec, appointing Ernst & Young Inc. as Interim Receiver of Inglasco Corporation Ltd., with powers to sell and convey the Purchased Assets to the Purchaser;
- 1.1.3. "Closing" means the completion of the sale to and purchase by the Purchaser of the Purchased Assets as contemplated by this Agreement;
- 1.1.4. "Equipment" means all machinery, hockey stick manufacturing equipment, rolling stock, computer equipment and office furniture of the Company as of the date of Closing, including the equipment described as "Lot 3" of the Information Package;
- 1.1.5. "Government Authority" means any federal, provincial or municipal agency, ministry, department, inspector or official;
- 1.1.6. "Intangible Property" means:
- (i) all copyright, patents, industrial designs, trade-marks, trade and industrial secrets, know-how, technology, computer software and other intellectual property rights relating to the business of the Company owned by or

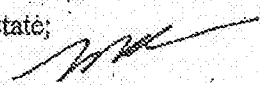
licensed to the Company, including those described as "Lot 5" of the Information Package;

- (ii) all rights of the Company to occupy premises under a lease or to enjoy the use of equipment under a lease, leasing agreement, conditional sale agreement or any other contract, provided the Purchaser agrees in writing to assume the future obligations of the Company under such agreements or contracts; and
- (iii) all of the Company's other property, of any nature whatsoever and wherever situated, whether corporeal or incorporeal, moveable or immovable, which exist as of the date of Closing, including, without limitation, (i) the Company's goodwill, (ii) all purchase orders, commitments, bookings and any other matter leading to the Company's sale or purchase of inventory; (iii) all rights of the Company with respect to any warranties or guarantees relating to any of the Purchased Assets, to the extent same can be transferred and (iv) and all assets used in the operation of the Company's business;

1.1.7. "Inventory" means the inventory of finished products and raw materials, as well as all the work in process of the Company existing as of the date of Closing, including, without limitation, the inventory described as "Lot 2" of the Information Package;

1.1.8. "Person" means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his capacity as trustee, executor, administrator or other legal representative;

1.1.9. "Purchased Assets" means the following assets:

- (a) the Receivables;
 - (b) the Inventory;
 - (c) the Equipment;
 - (d) the Intangible Property; and
 - (e) the Real Estate;
- 

1.1.10. "Real Estate" means that certain immovable property bearing civic addresses 1060 Cherbourg Street and 1954 Chevalier Street, in the City of Sherbrooke, Province of Quebec, more fully described as follows:

DESCRIPTION

Un immeuble sis et situé au 1060 rue de Chebourg, Sherbrooke (Québec), J1K 2N8 et 1954 rue Chevalier, Sherbrooke (Québec), J1K 1E2 et comprenant les lots suivants:

(a) Un immeuble connu et désigné comme étant le lot numéro UN MILLION TRENTÉ-TROIS MILLE CENT SOIXANTE-QUATRE (1 033 164) au cadastre du Québec, circonscription foncière de Sherbrooke.

(b) Un immeuble connu et désigné comme étant le lot numéro UN MILLION TRENTÉ-TROIS MILLE CENT CINQUANTE ET UN (1 033 151) au cadastre du Québec, circonscription foncière de Sherbrooke.

(c) Un terrain vague ayant front sur la rue Chevalier en la ville de Sherbrooke, connu et désigné comme étant le lot UN MILLION TRENTÉ-TROIS MILLE CENT SOIXANTE-CINQ (1 033 165) au cadastre du Québec, circonscription foncière de Sherbrooke.

1.1.11. "Receivables" means (i) all accounts receivable and claims of the Company existing as of the date of Closing, of all sort or nature including the accounts receivable described as "Lot 1" of the Information Package, as well as (ii) all of the Company's rights to actual or potential income tax refunds, other tax refunds, tax loss carry forward amounts, research and development tax credits or refunds and any other credits or refund available to the Company from any government or government agency, to the extent same can be transferred;

1.2 Rules of Interpretation

For purposes of this Agreement:

1.2.1 the descriptive headings of articles and sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content;

1.2.2 the use of words in the singular or plural, or with a particular gender, shall not limit the scope of any provision of this Agreement or exclude the application thereof to such Person or Persons or circumstances as the context otherwise permits;

1.2.3 whenever a provision of this Agreement requires an approval or consent by a third party and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the third party whose approval or consent is required shall be conclusively deemed to have withheld its approval or consent;

1.3 Conditions, Representations and Warranties

All representations, warranties and agreements contained in the Offer shall be deemed to have been made by each of the undersigned as of the date of the Offer and as of the date hereof.

~~Unless conflicting with these presents, the parties confirm the agreements contained in the Offer but not reproduced herein.~~

1.4 Applicable Law

This Agreement shall be construed in accordance with the laws of Quebec and the laws of Canada applicable therein and shall be treated, in all respects, as a Quebec contract.

1.5 Currency

All dollar amounts herein are expressed in Canadian dollars.

1.6 Severability

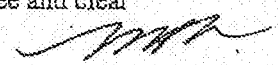
If any provision of this agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

ARTICLE 2

PURCHASE OF ASSETS AND PURCHASE PRICE

2.1 Purchase of Purchased Assets

The Vendor hereby sells and the Purchaser hereby purchases the Purchased Assets, free and clear of any and all hypothecs, liens and other encumbrances.



2.2 Purchase Price

The Purchase Price for the Purchased Assets is the sum of six million three hundred and eleven thousand eight hundred and thirty-five dollars (\$ 6,311,835). The Vendor acknowledges having received the payment of the Purchase Price. The Vendor and the Purchaser hereby acknowledge having made between them all the adjustments to the Purchase Price as foreseen by the Section 3.2 of the Offer, the whole subject to the future adjustments concerning the Real Estate as provided in the Offer.

2.3 Purchase Price Allocation

The Purchase Price shall be allocated as follows:

- | | | |
|-----|-----------------------------|--------------|
| (a) | <u>Receivables:</u> | \$ 2,805,053 |
| (b) | <u>Inventory:</u> | \$ 2,565,946 |
| (c) | <u>Equipment:</u> | \$ 250,000 |
| (d) | <u>Intangible Property:</u> | \$ 1 |
| (e) | <u>Real Estate:</u> | \$ 650,000 |
| (f) | <u>Prepaid expenses:</u> | \$ 40,835; |

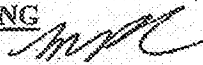
2.4 Excluded Assets

The sale herein contemplated specifically excludes any assets of the Company other than the Purchased Assets. The Purchaser will assume none of the liabilities or obligations of the Company, other than such liabilities, if any, as the Purchaser specifically agrees, in writing, to assume. The Company shall cause the employment of all employees of the Company to be terminated as of Closing.

2.5 Real Estate Sale Agreement

The parties undertake to execute, concurrently herewith, a separate sale agreement in registrable form with respect to the Real Estate.

ARTICLE 3
CLOSING



3.1 Closing and date of Closing

The execution of this Agreement shall constitute the Closing. The date of Closing shall be the date of execution of this Agreement.

3.2 GST and QST election forms

The Vendor undertakes to execute the appropriate elections to obtain the exemptions from GST, QST and any other sales taxes with respect to which exemptions are available. To the extent that any sales or other taxes are payable as a result of the transaction, they will be assumed by the Purchaser and the Purchaser will indemnify and hold the Vendor and the Company harmless with respect thereto.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

2.6 The Vendor hereby represents and warrants to the Purchaser that:

2.6.1 The Vendor is a corporation in good standing and has the right to sell the Purchased Assets to the Purchaser and to convey to the Purchaser all the rights and title which the Company had with respect thereto, the whole pursuant to and in accordance with the Approval Order;

2.6.2 The Vendor is not a non-resident of Canada under the provisions of the *Income Tax Act* (Canada) and the corresponding Quebec fiscal legislation.

4.2 The Purchaser hereby acknowledges and agrees that with respect to the purchase of the Purchased Assets:

4.2.1 It is familiar with and has examined the Purchased Assets, that it is content and satisfied therewith and that the sale herein contemplated will be made on an "as is", "where is" basis without warranty as to condition, quality, merchantability or fitness for use, subject however to all the Purchaser's rights and recourses against the Company in the event it provided incomplete or misleading information in its certificates;

4.2.2 It has itself been, and will continue to be, solely responsible for making its own independent appraisal of, and investigation into, any matters concerning the affairs, status and nature of the Company and has not relied, and will not hereafter rely, on the Company or Vendor to appraise or keep under review any such matters;

4.2.3 It accepts the Purchased Assets in their state and condition at Closing;

4.2.4 It has, or will have satisfied itself with respect to, and acknowledges that the Company or the Vendor has not made, and does not make, any representations, warranties, statements or promises, save and except as herein contained, with respect, or in any way related to the accuracy of any information, records or data furnished by the Vendor or the Company or their representatives, employees or professional advisers or any other persons.

4.3 The above representations and warranties shall survive the Closing.

ARTICLE 5

OTHER COVENANTS OF THE PARTIES

5.1 Change of Name

Forthwith following the Closing, the Company shall change each of its name and any business names used by it, containing any mention of "Inglasco" and shall discontinue and cause discontinuance of further use of the name "Inglasco Corporation Ltd", except where legally required to identify the Company until its name has been changed to another name. The Purchaser expressly acknowledges that the Company will be entitled to use the reference "formerly known as Inglasco Corporation Ltd" with its new name in the context of its proceedings under the BIA.

5.2 Permits

The Vendor and the Company agree to cooperate with the Purchaser in connection with the transfer and assignment or re-issue in favour of the Purchaser of any and all transferable approvals, authorizations, consents, attestations, licences, certificates and other permits of or from Government Authorities held by the Company and required in order to carry on the business of the Company.

5.3 Records

The Vendor and the Company agree to deliver to the Purchaser any and all books, files and records of every kind relating to the business of the Company or the Purchased Assets.

ARTICLE 6

GENERAL

6.1 Public Notices

All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by the Vendor and the Purchaser and

neither party shall act unilaterally in this regard without the prior approval of the other except where required to do so by law or by a competent regulatory agency.

6.2 Expenses

All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

6.3 Further Action

The parties shall do all such things as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other as may be reasonably necessary or desirable to complete the transactions contemplated by this Agreement and carry out its provisions, whether before or after the Closing, including without limitation (i) an agreement in registrable form for the sale and transfer of the Real Estate, (ii) agreements for the transfer of the leased property, if any, and (iii) agreements for the transfer of the trademarks and other Intangible Property if required.

6.4 Counterparts

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. This Agreement may be transmitted by facsimile, e-mail or similar forms of communication. The signatures duplicated by facsimile, electronic signatures or similar authentication modes shall be treated as originals and each party proceeding in such a manner undertakes to provide the other party with a copy of this Agreement bearing its original signature forthwith, upon demand.

Signature on the following page



IN WITNESS HEREOF, the parties hereto have duly executed this Agreement. The parties acknowledge that they have required that this agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

ERNST & YOUNG INC., es qualité as Interim Receiver
of Inglasco Corporation Ltd., without any personal or
corporate liability

Per: 

MARTIN ROSENTHAL, Senior Vice-President

SHER-WOOD HOCKEY INC.

Per: _____

DEAN TOPOLINSKI, Secretary-Treasurer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement. The parties acknowledge that they have required that this agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

ERNST & YOUNG INC., as qualified as Interim Receiver
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Per: MARTIN ROSENTHAL, Senior Vice-President

SHER-WOOD HOCKEY INC.

Per: DEAN TOPOLINSKI, Secretary-Treasurer

ERNST & YOUNG INC.
TRUSTEE RE: Inglasco Corporation Ltd.
CONDITIONS OF SALE

1. **Vendor:** Ernst & Young Inc. (the "**Trustee**") in its capacity as trustee to the notice of intention to make a proposal of Inglasco Corporation Ltd. (the "**Company**") is offering to sell all of the assets and undertakings of the Company, subject to the conditions detailed herein. The seller thereof shall, at the Trustee's option, be of the following (the "**Vendor**") namely:
 - 1.1 The Trustee (or any other trustee) to the Company's i) notice of intention to make a proposal or ii) proposal if accepted by the Company's creditors and ratified by the court pursuant to the relevant provisions of the *Bankruptcy and Insolvency Act*, Canada ("**BIA**");
 - 1.2 An interim receiver appointed in respect of the Property and authorized by the court to sell the Property in accordance with the terms, conditions and provisions hereof pursuant to the relevant provisions of the BIA;
 - 1.3 The Trustee (or any other trustee) to the Company's bankruptcy authorized to sell the Property in accordance with the terms, conditions and provisions hereof by either (i) the inspectors to the Company's bankruptcy, or (ii) the Court, pursuant to the relevant provisions of the BIA; or
 - 1.4 Any receiver (within the meaning set forth in the relevant provisions of the BIA) in respect of the Property.
2. **Property:** The assets of the Company (collectively the "**Property**") may be summarized as follows:
 - Lot 1 All of the Company's Accounts Receivable (the "**Receivables**").
 - Lot 2 All of the Company's Inventory (including raw materials, finished goods and work in progress) (the "**Inventory**") divided between:
 - Lot 2A – Finished goods; and
 - Lot 2B – Raw materials and work in progress.
 - Lot 3 All of the Company's fixed assets, including all machinery, equipment, tools, furniture, office equipment and fixtures existing as of the date hereof (the "**Fixed Assets**").
 - Lot 4 All immovable property currently owned by the Company consisting of land and building bearing civic number 1060 Cherbourg Street, City of Sherbrooke, Province of Quebec (the "**Real Estate**").
 - Lot 5 All trademarks, tradenames, copyrights, patents and any other intellectual property in the broadest sense currently owned by the Company as well as all of the Company's right, title and interest to any trademarks, tradenames, contracts, licenses or customer lists. (the "**Intellectual Property**").

Lot 6 All other property of the Company of any nature whatsoever and wherever situated, whether corporeal or incorporeal, movable or immovable, which exists as at the date hereof as well as all of the Company's right, title and interest therein (the "**Residual Property**") including, without limitation, all purchase orders, commitments, bookings and any other matter leading to the Company's sale or purchase of Inventory.

The assets are further described in the Inventory listing and the Receivables listing dated July 19, 2008 (the "**Listings**") which are available upon request at a nominal cost from the office of the Trustee. The information contained in the Listings are provided subject to the terms and conditions hereof.

3. **Secured Creditors:** This offer is requested subject to the rights of various secured creditors.
4. **Property of Others:** It is expressly understood that assets marked "Property of Others" are not included in the property offered for sale.
5. **Inspection:** The Property may be inspected from July 29 to August 8, 2008 by appointment only. Appointments can be arranged by contacting Pierre Gagné, at the office of the Trustee at the following address:

Ernst & Young Inc.
800 René-Lévesque Blvd., West, 19th Floor
Montreal (Quebec) H3B 1X9
Telephone: (514) 879-8156
Telecopier: (514) 395-4933
e-mail: pierre.gagne@ey.com

6. **Bulk Bids:** A bulk bid must include a separate allocation for each lot.
7. **Opening of Offers:** Sealed offers marked "**Offer - Inglasco**" will be received until 10 a.m. local Montreal time on August 11, 2008 at the office of the Trustee at the above-mentioned address. Offerors are not invited to attend at the opening of offers.
8. **Decision on Offers:** The highest or any offer will not necessarily be accepted and the Trustee reserves the right to reject any and/or all offers.
9. **Deposit:** All offers must be stated in Canadian currency and must be accompanied by a deposit ("**Deposit**") in the form of a draft of or a cheque certified by a Canadian bank or caisse populaire. The Deposit shall be in an amount of at least 5% of the offer and shall be payable to the order of Ernst & Young Inc., In Trust.

10. **Withdrawal of Offers:** All bids submitted constitute a firm offer and cannot be revoked. If either:

10.1 The prospective purchaser withdraws his offer during the period of 48 hours prior to the opening of bids,

10.2 The prospective purchaser attempts or purports to revoke his bid at any time prior to receiving written notice from the Trustee of the acceptance or rejection of the offer, or

10.3 An offer has been accepted and the offeror does not complete the sale,

then the Trustee will have the option to retain the offeror's Deposit as liquidated damages or to exercise any and all other recourses, in which latter case the Deposit shall be deemed pledged to the Trustee as security for any obligation which the offeror might have.

11. **Return of Deposit:** The Deposit accompanying an offer will be returned if the offer has not been accepted, unless retained in accordance with Paragraph 10 above.

12. **Acceptance:** If any offer is accepted, the Trustee shall notify the successful offeror (hereinafter referred to as the "Purchaser") on or before the August 15, 2008, by notice in writing.

13. **Agreement:** The acceptance of an offer will represent an agreement ("Agreement") between the Vendor and the Purchaser to sell and purchase the Property on the Closing date.

14. **Warranties:** The Vendor, acting in that capacity, and with specific exclusion of any personal liability whatsoever, will warrant that he has the right to sell his rights to the Property at Closing. Except as regards the said warranty, the sale of the Property shall be on an "as is, where is" basis, without any representation or warranties of any nature whatsoever, implicit or explicit, legal or conventional, statutory or otherwise, the Purchaser buying at its own risk and peril. Without limiting the generality of the foregoing, there shall be no warranty as to the description, quality, condition, value, marketability, fitness for use, boundary lines, area, title or otherwise.

The offers will be received on the basis that the offerors acknowledge that they have relied on their own inspection and investigation, or their personal knowledge of the Property, and that any information obtained from the Vendor and/or the Trustee or his representatives concerning the Property has been given solely for the convenience of the offerors, without any warranty or representation as to completeness or accuracy, and that no information given by the Trustee or his representatives to the offerors in any way forms part of the offer or the Agreement resulting from the acceptance thereof.

The receipt of an offer from an offeror shall be deemed to constitute an irrevocable acknowledgment by the offeror that the Vendor is not a professional seller.

Without diminishing any of the foregoing, Purchaser acknowledges that environmental problems were previously identified at the Real Estate which have apparently been corrected through decontamination using standard practices for such situations, and that Vendor makes no warranties or representations in respect of such environmental problems, such that the Real Estate shall be purchased subject to any and all such environmental problems.

15. **Examination of Title:** Upon acceptance of an offer pertaining to the Real Estate (Lot 4), the Trustee will make available to the Purchaser's notary or attorney such abstracts of land title, land

title deeds, surveyor's plans, certificates of location and documents which he has in his possession relating to the Real Estate, but the Trustee shall have no further obligation with respect thereto.

16. Closing:

- 16.1 The date on which the deed of sale is entered into is referred to herein as the "Closing";
- 16.2 With respect to the Real Estate, a deed of sale will be entered into before a notary designated by the Purchaser within 5 days of the date of acceptance of the Offer or on such other date mutually agreed upon between the Purchaser and the Trustee, at the Purchaser's expense, at the office of the Trustee or at such other place as is mutually agreeable to the Trustee and the Purchaser; and
- 16.3 With respect to all Property other than the Real Estate, the Closing shall take place within 5 days of the date of acceptance of the offer, or on such other date as may be mutually agreed between the Purchaser and the Trustee.

17. Liability for Taxes: All duties and taxes in connection with the sale including but not limited to custom duties, provincial sales taxes, goods and services taxes and land transfer taxes, if exigible, are to be paid by the Purchaser over and above the purchase price. The Purchaser will remain liable for all such taxes, which liability and obligation will survive any formal closing and transfer of title to the Purchaser.

18. Adjustments:

- 18.1 With respect to the Real Estate (Lot 4), all customary adjustments shall be as of the date of the Closing, unless mutually satisfactory arrangements are made for an alternative date;
- 18.2 With respect to the Receivables (Lot 1), a July 19, 2008 listing is available. No warranty is expressed or implied as to the validity, accuracy, completeness, collectibility, existence or otherwise concerning the Receivables. The offer price will be adjusted by 100% of the collections, invoicing and adjustments made by the Company after the date of the Listings;
- 18.3 With respect to the Inventory (Lot 2), the prices as shown on the Listings are to govern, and overages and shortages are to be adjusted on a pro rata basis;
- 18.4 With respect to the Fixed Assets (Lot 3), the Intellectual Property (Lot 5), and the Residual Property (Lot 6), there will be no adjustment for overages and shortages; and
- 18.5 Notwithstanding the foregoing, in the event an entire lot cannot be delivered, the amount of the adjustment shall be equal to the allocation made for this lot or sub-lot by the Purchaser as required in Paragraph 6 hereof.

19. Payment of Balance:

- 19.1 With respect to the Real Estate, the balance of the purchase price including applicable taxes, shall be paid in full by the Purchaser at Closing; and

- 19.2 With respect to all Property other than the Real Estate, the balance of the purchase price, including applicable taxes, shall be paid in full by the Purchaser at Closing, or within 5 days of acceptance of the offer, whichever is the earlier.
20. **Possession:**
- 20.1 With respect to the Real Estate (Lot 4), the Purchaser will take possession of the Property at Closing, as it then exists; and
- 20.2 With respect to all Property other than Real Estate, the Purchaser will take possession of the Property on an "as is/where is" basis at his own cost, without any liability on the part of the Trustee, within 5 days of receipt of notice of acceptance of his offer, the whole subject to Paragraph 21 hereof. If a portion or all of the purchased assets are to be removed from the premises, any damages to the premises while removing the Property are the responsibility of the Purchaser. In any event, the Purchaser will indemnify the Vendor and hold him harmless against any and all claims in connection with damages to the premises.
21. **Title:** Title to the Property shall not pass to the Purchaser nor shall the Purchaser be entitled to possession of same until the purchase price and all other payments to be made by the Purchaser have been paid in full.
22. **Legal Costs:** The Purchaser will pay and indemnify and hold the Trustee harmless with respect to:
- 22.1 all its legal and court costs directly or indirectly related to the Agreement and to any sale which may result therefrom, and to all title searches, evaluations and other consultations or representations that the Purchaser may wish to do or have done; and
- 22.2 all costs and expenses relating to the deed of sale, its registration and copies thereof, of which a copy is to be remitted to the Trustee, as well as all fees related to the obtaining of certificates of location, surveyor's plans, title searches, etc.
23. **Charges:** The Trustee undertakes to make reasonable commercial efforts to obtain, at his own cost and prior to or upon Closing, appropriate Deeds of Main-levée or Discharge for the purpose of canceling any hypothecs, prior claims or other charges (the "Charges").
- In the event that such Deeds cannot be obtained at Closing, the Trustee may, at his option, undertake to obtain them within a reasonable delay, and, in order to secure such undertaking, will deposit in trust with the notary responsible for the execution and registration of the deed of sale, an amount sufficient to cover the Charges.

In the event that the Trustee is unable to obtain the main-levées or discharges, or in the event the Trustee does not exercise his option to undertake to obtain them at a later date, the offer and any acceptance thereof shall be null and void, and the Purchaser shall be entitled only to a return of the Deposit, without interest, and shall not be entitled to any compensation of any kind or nature whatsoever, for any loss, damage, cost, or otherwise, and the Trustee and the Purchaser shall have no other obligation to each other relating to the Property.

24. **Risk of Loss:** Until Closing, all risk of loss or damage by fire or other cause or hazard to the Property shall be and remain at the risk of the Vendor. If, prior to Closing, the Property should be substantially damaged or destroyed by fire or other casualty, then the Purchaser at his option, may elect to terminate the Agreement, by giving notice in writing to the Trustee. In such event, the Agreement shall be automatically terminated and deemed null and void and the Deposit shall be returned to the Purchaser without interest, costs, compensation or deduction, and no party shall be liable to another for any costs or damages relating to the Property.

The Purchaser's option to terminate the Agreement must be exercised within 10 days of having been called upon by the Trustee, in writing, to do so.

If the Purchaser does not exercise the option to terminate the Agreement, the Purchaser shall be entitled only to receive the proceeds of the insurance and shall proceed with the Closing.

In this Paragraph, a damage or destruction will be considered substantial if the repair cost required, as a direct result of the damage or destruction, represents at least 50% of the sale price of the Property.

25. **Default of the Purchaser:** Where the Purchaser fails to fulfill his obligations under the Agreement, he shall pay any additional costs that result because of his non-compliance, and where the Purchaser fails to pay these additional costs, the Trustee may revoke the acceptance of the bid. In this circumstance, the Trustee will have the option to retain the Deposit as liquidated damages, or to use any and all other recourses, in which latter case the Deposit shall be deemed pledged to the Trustee as security for any obligation which the Purchaser might have. In the event that the Trustee retains the Deposit as liquidated damages, such Deposit shall be distributed to the Company's creditors according to their rank.

26. **Assignment of Rights:** The Purchaser shall not transfer or assign rights under the Agreement to any third party, except with the explicit written consent from the Trustee. In the event that such consent is given by the Trustee, the Purchaser and the designated assignee shall be solidarily liable for the obligations of the Purchaser under the Agreement.

27. **Notice:** Any notice provided for herein shall be given in writing:

To the Trustee,

Ernst & Young Inc.
800 René-Lévesque Blvd., West, 19th floor
Montreal, Quebec, H3B 1X9

To any Offeror or Purchaser,

At the address set forth in the offer.

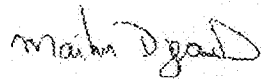
and shall be sent by telecopier, registered mail, by bailiff, or by messenger. All notices sent by telecopier shall be deemed received on the same day if it was sent before 4:30 p.m. on a business day, otherwise it shall be deemed received on the next business day. All notices sent by

registered mail shall be deemed received 3 business days following the mailing thereof. All notices delivered by hand shall be deemed to have been received on the date of delivery.

"Business day" excludes Saturdays, Sundays and statutory holidays in the Province of Quebec.

28. **Conditions of Sale:** The present conditions of sale form an integral part of this request for offers and any offer submitted. The submission of an offer by a prospective purchaser shall constitute an acknowledgment by the prospective purchaser that he is aware and fully familiarized with all of the conditions of sale herein, that each of the said conditions have been adequately explained by the Vendor, that the prospective purchaser is satisfied with these explanations and that he is irrevocably bound by the conditions of sale herein.
29. **Applicable Law:** The Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
30. **Delays:** In the event that any delay provided for herein expires on a non-business day, the delay will be extended to the next working day. Time is of the essence of the transactions envisaged by these presents.
31. **Conditions to Survive:** The terms and conditions herein shall survive any closing and transfer of title and remain in full force and effect.
32. **Headings:** The headings or titles herein are provided solely for the convenience of the reader, and shall have no authoritative meaning in interpreting these conditions of sale.
33. **Right to Waive or Vary Conditions:** The Trustee reserves the right to waive or vary any or all of the conditions herein with regard to the acceptance of any offer.
34. **Capacity of Vendor:** Neither the Trustee nor the Vendor shall have any personal liability under the present terms and conditions of sale.

DATED AT MONTREAL, this 24th day of July 2008.



ERNST & YOUNG INC.

Trustee to the Notice of Intention to Make a Proposal of Inglasco Corporation Ltd.

Note: In case of dispute as to the proper interpretation, the English text will prevail.

ERNST & YOUNG INC.
SYNDIC RE: La Corporation Inglasco Ltée.
CONDITIONS DE VENTE

1. **Vendeur:** Ernst & Young Inc. (le «**Syndic**»), en sa qualité de syndic à l'avis d'intention de déposer une proposition de **La Corporation Inglasco Ltée** (la «**Société**»), offre en vente l'actif et l'entreprise de la Société sous réserve des conditions décrites ci-dessous. Le vendeur pourra être, à la discrétion du syndic (le «**Vendeur** »):
 - 1.1. le Syndic (ou tout autre syndic) à i) l'avis d'intention de déposer une proposition de la Société ou ii) à la proposition de la Société si accepté par les créanciers de la Société et ratifié par la Cour en vertu des sections pertinentes de la *Loi sur la Faillite et l'Insolvabilité*, Canada («**LFI**»);
 - 1.2. Un séquestre intérimaire nommé sur les biens de la Société (les «**Biens**») et autorisé par la Cour à vendre les Biens selon les termes, conditions et descriptions ci-énoncées en vertu des sections pertinentes de la LFI;
 - 1.3. Le Syndic (ou tout autre syndic) à la faillite de la Société autorisé à vendre les Biens en vertu des termes, conditions et descriptions ci-énoncées par soit i) les inspecteurs nommés à la faillite de la Société, ou ii) la Cour, en vertu des sections pertinentes de la LFI; ou,
 - 1.4. Un séquestre (tel que décrit aux sections pertinentes de la LFI) nommé aux Biens.
2. **Actif:** Les Biens de la Société se résume comme suit:
 - Lot 1** Tous les comptes à recevoir de la Société (les «**Comptes à Recevoir** »)
 - Lot 2** Tous les stocks de la société (incluant les matières premières, les produits finis, et les travaux en cours (les «**Stocks**»), réparti comme suit:
 - Lot 2A – Produits finis; et,
 - Lot 2B – Matières premières et produits en cours
 - Lot 3** Tous les équipements de la Société, incluant la machinerie, les équipements, outils, meubles, équipement et mobilier de bureau existant en date de la présente (ci-après l'«**Équipement** »)
 - Lot 4** Tous les biens immobiliers propriété de la Société représentés par le terrain et les bâtiments portant l'adresse civique du 1060 rue Cherbourg, ville de Sherbrooke, province de Québec («**la Propriété**»);
 - Lot 5** Toutes les marques de commerce, droits d'auteurs, brevets et autre propriété intellectuelles dans le sens le plus large présentement propriété de la Société, ainsi que les droits, propriétés et intérêts inclus sans restriction dans les marques de commerces, contrats, licences ou liste de clients (la «**Propriété Intellectuelle** »).

Lot 6 Tous les autres biens de la Société de quelque nature que ce soit et situé, physique ou intellectuel, meuble ou immeuble, qui existent à la date des présentes ainsi que les droits, titre de propriété et intérêts de la Société dans ces biens (les « **Actifs Résiduels** »), incluant sans restriction tous les bons de commande, engagements, ou autre menant à l'achat ou la vente d'inventaire par la Société.

L'actif est décrit en plus grand détail dans la liste d'inventaire datée du 19 juillet 2008 (« **l'Inventaire** »), laquelle est disponible sur demande à un coût minime au bureau du Syndic. L'information contenue dans l'Inventaire est fournie sujet aux termes et conditions des présentes.

3. **Créanciers garantis:** Cet appel d'offres est sujet aux droits de divers créanciers garantis.
4. **Propriété d'un tiers:** Il est expressément entendu que les biens identifiés comme étant la «propriété d'un tiers» ne sont pas compris dans l'actif offert en vente.
5. **Inspection:** Les Biens pourront être inspectés sur rendez-vous seulement du 29 juillet au 8 août 2008. Les rendez-vous peuvent être obtenus en communiquant avec M. Pierre Gagné d'Ernst & Young Inc. à l'adresse suivante

Ernst & Young Inc.
800 René Lévesque ouest, bureau 1900
Montréal (Québec) H3B 1X9
N^o de téléphone: (514) 879-8156
N^o de télécopieur: (514) 395-4933
Courriel : pierre.gagne@ca.ey.com

6. **Offre en bloc:** Une offre en bloc doit inclure une allocation séparée pour chaque lot ou sous-lot.
7. **Ouverture des offres:** Des offres cachetées portant la mention «**Offre – Inglasco** » seront reçues jusqu'à 10 h, heure locale de Montréal, le 11 août 2008 aux bureaux du Syndic, à l'adresse susmentionnée. Les offrants ne seront pas invités à assister à l'ouverture des offres.
8. **Décision à l'égard des offres:** L'offre la plus élevée ou une quelconque offre ne sera pas nécessairement acceptée, et le Syndic se réserve le droit de rejeter l'une quelconque ou toutes les offres.
9. **Dépôt:** Toute offre doit être faite en devises canadiennes et doit être accompagnée d'un dépôt («**Dépôt**») sous forme d'une traite ou d'un chèque visé par une banque canadienne ou une caisse populaire. Le Dépôt sera d'un montant représentant au moins 5 % de l'offre et sera payable à l'ordre d'Ernst & Young Inc., In Trust.
10. **Retrait des offres:** Toutes les offres constituent une offre finale et irrévocable. Dans l'un ou l'autre des cas suivants, à savoir:

- 10.1. si l'offrant retire son offre dans les 48 heures précédant l'ouverture des offres,
- 10.2. si l'offrant retire ou tente de retirer son offre en tout temps avant de recevoir un avis écrit du Syndic indiquant que l'offre a été acceptée ou rejetée, ou
- 10.3. si une offre a été acceptée et l'offrant ne complète pas la vente,

alors le Syndic aura le choix de retenir le Dépôt de l'offrant comme dommages-intérêts liquidés ou d'exercer tout autre recours et, dans ce dernier cas, le Dépôt de l'offrant sera réputé être donné en gage en faveur du Syndic à titre de garantie de toute obligation que l'offrant pourrait avoir.

- 11. **Retour du Dépôt:** Le Dépôt accompagnant une offre sera retourné si l'offre n'est pas acceptée, à moins qu'il ne soit retenu en vertu du Paragraphe 10 ci-dessus.
- 12. **Acceptation:** Si une offre quelconque est acceptée, le Syndic avisera l'offrant adjudicataire (ci-après appelé «Acheteur») au plus tard le 15 août 2008 par avis écrit.
- 13. **Entente:** L'acceptation de l'offre constituera une entente («Entente») intervenue entre le Syndic et l'Acheteur de vendre et d'acheter les Biens à la date de Clôture.
- 14. **Garanties:** Le Syndic, agissant en cette capacité, tout en excluant spécifiquement toute obligation personnelle quelle qu'elle soit, garantira qu'il a le droit, en date de la Clôture, de vendre ses droits dans les Biens. À l'exception de ce qui concerne cette garantie, la vente sera effectuée sur la base «as is, where is», sans aucune déclaration ou garantie de quelque nature que ce soit, tacite, explicite, légale, conventionnelle ou autrement, l'Acheteur achetant les Biens à ses risques et périls. Sans restreindre la généralité de ce qui précède, aucune garantie n'existe quant à la description des Biens, leur qualité, leur condition, leur valeur, leur capacité d'être vendus, la conformité à l'usage auquel ils sont destinés, leurs limites, leur superficie, leur titre ou autrement.

Les offres seront reçues en presumant que les offrants reconnaissent se fier à leur propre inspection et enquête, ou à leur connaissance personnelle des Biens, et que tout renseignement obtenu du Syndic ou de ses représentants au sujet des Biens n'a été donné qu'à des fins pratiques pour les offrants, sans aucune déclaration ou garantie quant à l'intégralité ou la précision de cesdits renseignements, et que les renseignements donnés par le Syndic ou ses représentants ne font aucunement partie de l'offre ou de l'Entente découlant de l'acceptation de ladite offre.

Pour la présentation d'une offre, l'offrant sera présumé avoir reconnu de façon irrévocable que le Vendeur est un vendeur non professionnel.

Sans en restreindre l'application, l'Acheteur reconnaît que des problèmes environnementaux ont été précédemment identifiés à la Propriété et ces problèmes environnementaux ont apparemment été corrigés suivant les règles de l'art, et que le Vendeur ne fait aucune représentations ni n'offre aucune garantie en ce qui a trait à ces problèmes environnementaux, et que la Propriété sera acquise sujet à ces problèmes environnementaux, le cas échéant.

- 15. **Examen du titre:** À l'acceptation d'une offre relativement à la Propriété (Lot 4), le Syndic mettra à la disposition du notaire ou de l'avocat de l'Acheteur, tels extraits comme le titre foncier, le titre constitutif de propriété, l'arpentage, les certificats d'emplacement et autres documents qu'il a en sa possession relativement à la Propriété, mais le Syndic n'aura aucune autre obligation à cet égard.

16. Clôture:

16.1. La date à laquelle l'acte de vente est conclu est désignée aux présentes comme étant la «Clôture».

16.2. En ce qui concerne la Propriété, un acte de vente sera conclu devant un notaire désigné par l'Acheteur en deçà de 5 jours d'acceptation de l'Offre ou à toute autre date qui pourra être convenue entre l'Acheteur et le Syndic, aux frais de l'Acheteur aux bureaux du Syndic ou à tout autre endroit dont il sera convenu mutuellement entre le Syndic et l'Acheteur; et,

16.3. En ce qui concerne aux biens autres que la Propriété, la Clôture aura lieu en deçà de 5 jours de la date d'acceptation de l'offre, ou à toute autre date convenue mutuellement entre le Syndic et l'Acheteur.

17. Responsabilité du paiement des taxes: Toutes les taxes à l'égard de la vente, incluant mais ne se limitant pas aux droits de douane, taxes de ventes provinciales, taxes sur les produits et services et les taxes sur les mutations immobilières, s'il y a lieu, doivent être acquittées par l'Acheteur en sus du prix d'achat. L'Acheteur demeurera responsable de toutes ces taxes, lesquelles responsabilité et obligation subsisteront après toute Clôture officielle et signature de l'acte translatif de propriété.

18. Redressements:

18.1. En ce qui concerne la Propriété (Lot 4), tous les redressements habituels seront effectués à la date de Clôture, à moins que des dispositions mutuellement satisfaisantes puissent être acceptées à l'égard d'une autre date.

18.2. En ce qui a trait aux comptes à recevoir (Lot 1), une liste datée du 19 juillet 2008 est disponible. Aucune représentation ou garantie, qu'elle soit explicite ou tacite, n'existe en ce qui a trait à la validité, l'existence, l'exactitude, l'état complet, le montant perceptible ou autre caractéristique des comptes à recevoir. Le montant de l'offre sera ajusté en fonction de 100 % des perceptions, de la facturation et des ajustements par le Vendeur, après le 19 juillet 2008.

18.3. En ce qui concerne les stocks (Lot 2) les montants indiqués sur l'Inventaire serviront de base de redressement des surplus et des manques, de façon proportionnelle.

18.4. En ce qui concerne l'Équipement (lot 3), les Propriétés Intellectuelles (lot 5) et les Actifs Résiduels (lot 6), il n'y aura aucun ajustement pour des surplus et des manques.

18.5. Nonobstant ce qui précède, dans l'éventualité où un lot ou sous-lot entier ne pourrait être livré, le montant du redressement devra être égal à l'allocation faite pour ce lot ou sous-lot par l'Acheteur tel qu'il est exigé au Paragraphe 6 des présentes.

19. Paiement du Solde:

19.1. En ce qui concerne la Propriété, le solde du prix d'achat incluant toutes taxes s'y rapportant, sera versé en entier par l'Acheteur à la Clôture.

19.2. En ce qui concerne les Biens autres que la Propriété, le solde du prix d'achat incluant toutes taxes s'y rapportant devra être versé en entier par l'Acheteur à la Clôture, ou dans les 5 jours suivant l'acceptation de l'offre, selon l'événement qui est antérieur à l'autre.

20. Possession:

20.1. En ce qui concerne la Propriété (Lot 4), l'Acheteur prendra possession des Biens à la Clôture, tel qu'il existe à cette date; et,

20.2. En ce qui concerne les Biens autres que la Propriété, l'Acheteur prendra possession des Biens dans l'état et à l'endroit où ils sont, à ses frais, sans aucune responsabilité de la part du Syndic, dans les 5 jours suivant la réception de l'avis d'acceptation de son offre, le tout sujet au Paragraphe 21 des présentes. Tout dommage pouvant survenir aux locaux pendant le déménagement des Biens sera entièrement la responsabilité de l'Acheteur. A toute éventualité, l'Acheteur tiendra le Vendeur indemne et à couvert de toute réclamation concernant des dommages aux locaux.

21. **Titre de propriété:** Le transfert du droit de propriété et le droit à la possession des Biens n'aura lieu que lorsque le prix de vente et tout autre paiement à être effectué par l'Acheteur auront été acquittés en entier.

22. **Frais juridiques:** L'Acheteur paiera et indemnifera le Syndic et l'exonérera de ce qui suit:

22.1. tous frais juridiques et de cour, directement ou indirectement liés à l'Entente et à toute vente qui pourra en résulter, et à toute recherche de titres, évaluations et autres consultations ou déclarations que l'Acheteur pourrait désirer entreprendre ou faire entreprendre; et.

22.2. tous frais et dépenses relatifs à l'acte de vente, son enregistrement et les copies de celui-ci, dont une copie doit être remise au Syndic, de même que tous les honoraires liés à l'obtention de certificats d'emplacement, d'arpentage, de recherche de titres, etc.

23. **Charges:** Le Syndic s'efforcera d'obtenir, à ses frais et avant ou à la Clôture, les actes appropriés de mainlevée ou de décharge dans le but d'annuler toutes charges, hypothèques, réclamation prioritaires et autres charges.

Dans l'éventualité où de tels actes ne peuvent être obtenus à la Clôture, le Syndic peut, à son gré, s'engager à les obtenir dans un délai raisonnable et, de façon à garantir un tel engagement, déposera en fidéicommis auprès du notaire responsable de l'exécution et de l'enregistrement de l'acte de vente, une somme suffisante pour couvrir les Charges.

Dans l'éventualité où le Syndic est incapable d'obtenir les mainlevées ou décharges, ou dans l'éventualité où le Syndic n'exerce pas son option de s'engager à les obtenir à une date ultérieure, l'offre et toute acceptation qui s'y rapportent seront nulles et non avenues, et l'Acheteur aura le droit uniquement à un remboursement du Dépôt, sans intérêt, et n'aura droit à aucun dédommagement de quelque nature que ce soit pour toute perte, dommage, frais ou autrement, et le Syndic et l'Acheteur n'auront aucune autre obligation l'un envers l'autre relativement à la Propriété.

24. **Risque de perte:** Jusqu'à la date de Clôture, tout risque de perte ou de dommage causés par un incendie ou toute autre cause aux Biens sera et demeurera la responsabilité du Syndic. Si, avant

la Clôture, les Biens étaient substantiellement endommagés ou détruits par un incendie ou toute autre cause, alors l'Acheteur, à son gré, pourra choisir de mettre fin à l'Entente, au moyen d'un avis écrit adressé au Syndic. Dans un tel cas, l'Entente sera automatiquement annulée et sera réputée nulle et non avenue, et le Dépôt sera retourné à l'Acheteur, sans intérêts, coûts, dédommagements ou déductions, et les parties ne seront pas tenues responsables entre elles des autres frais ou dommages relativement aux Biens.

L'Acheteur doit exercer son choix de mettre fin à l'Entente dans les 10 jours suivant la date à laquelle le Syndic l'a avisé, par écrit, de ce faire.

Si l'Acheteur n'exerce pas son choix de mettre fin à l'Entente, l'Acheteur n'aura le droit de recevoir que les produits de l'assurance et devra procéder à la Clôture.

Aux fins de ce Paragraphe, un dommage ou une destruction sera réputé substantiel si les frais de réparation nécessaires, résultant directement du dommage ou de la destruction, représentent au moins 50 % du prix de vente des Biens.

25. **Manquement de l'Acheteur:** Si l'Acheteur fait défaut de se conformer à ses obligations en vertu de l'Entente, il devra acquitter tous frais additionnels qui pourraient découler de son défaut, et si l'Acheteur fait défaut de payer ces frais additionnels, le Syndic pourra révoquer l'acceptation de l'offre. Dans ce cas, le Syndic aura l'option de retenir le Dépôt comme dommages-intérêts liquidés, ou d'exercer tout autre recours et, dans ce dernier cas, le Dépôt sera réputé être nanti en faveur du Syndic à titre de garantie de toute obligation que l'Acheteur pourrait avoir.
26. **Cession de droits:** L'Acheteur ne transférera ni ne cédera ses droits en vertu de l'Entente à aucune tierce partie, sans avoir obtenu par écrit le consentement explicite du Syndic. Dans l'éventualité où un tel consentement est donné par le Syndic, l'Acheteur et le cessionnaire désigné seront tenus solidairement et conjointement responsables des obligations de l'Acheteur en vertu de l'Entente.
27. **27. Avis:** Tout avis prévu aux présentes sera remis par écrit:

Au Syndic,

Ernst & Young Inc.
800 René Lévesque ouest, bureau 1900
Montréal, Québec, H3B 1X9

À tout Offrant ou Acheteur,

à l'adresse présentée dans l'offre.

et sera envoyé par télécopieur, par courrier recommandé, par huissier ou par messenger. Tout avis envoyé par télécopieur sera réputé avoir été reçu le jour même, s'il a été envoyé avant 16h30 un jour ouvrable, sinon il sera réputé avoir été reçu le jour ouvrable suivant. Tout avis envoyé par courrier recommandé sera réputé avoir été reçu 3 jours ouvrables suivant sa mise à la poste. Tout avis livré en main propre sera réputé avoir été reçu le jour de la livraison.

Un «**jour ouvrable**» exclue les samedi, dimanche et les jour fériés dans la province de Québec.

28. **Conditions de vente:** Les présentes conditions de vente font partie intégrante du présent appel d'offres et de chaque offre. La présentation d'une offre par un acheteur éventuel constituera une confirmation de la part de l'acheteur éventuel qu'il a pris connaissance et est familier avec toutes les présentes conditions de vente, que chacune de celles-ci a été adéquatement expliquée par le

Vendeur, que l'acheteur éventuel est satisfait de ces explications et qu'il reconnaît être lié de façon irrévocable par les présentes conditions de vente.

29. **Lois applicables:** L'Entente sera régie par et exécutée en conformité des lois de la province de Québec et des lois du Canada qui s'y appliquent.
30. **Délais:** Dans l'éventualité où tout délai prévu aux présentes vient à échéance à une date autre qu'un jour ouvrable, le délai sera reporté au prochain jour ouvrable. Le temps est une condition essentielle des transactions prévues aux présentes.
31. **Obligations continues:** Les obligations en vertu des présentes ne seront pas réputées prendre fin à la Clôture ou au transfert du titre de propriété, mais y survivront.
32. **Titres:** Les titres aux présentes sont fournis uniquement à des fins pratiques pour le lecteur et ne peuvent servir à interpréter les présentes.
33. **Droit de renonciation aux conditions ou de modification de celles-ci:** Le Syndic se réserve le droit de renoncer à l'une quelconque ou à toutes les conditions des présentes, ou de modifier l'une quelconque ou toutes les conditions lors de l'acceptation d'une offre.
34. **Capacité du vendeur:** Le Vendeur et le Syndic n'assument aucune responsabilité personnelle reliée aux termes et conditions de vente.

DATÉ À MONTRÉAL, ce 24 jour de juillet 2008.



ERNST & YOUNG INC.

Syndic à l'avis d'intention de faire une proposition de La Corporation Inglasco Ltée.

Note: Le texte anglais prévaudra en cas de litige quant à l'interprétation du texte.

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