

OFFER TO PURCHASE ASSETS
(to the Trustee)

FROM:
.....
.....
O1 (hereinafter referred to as the "Offeror")

TO:
.....
.....
acting as Trustee in the bankruptcy of
(hereinafter referred to as the "Seller")
(the Offeror and the Seller hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Seller has been appointed as the Trustee in the bankruptcy of
(hereinafter referred to as the "Debtor");

WHEREAS the Offeror wishes to buy from the Seller some of the Debtor's assets under the terms
and conditions hereinafter mentioned;

WHEREAS the Offeror wishes to confirm his offer in writing;

WHEREAS the Offeror is vested with the powers and duly qualified to enter into and perform this
offer;

NOW THEREFORE, THE OFFEROR DECLARES AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

O2 **2.00 OBJECT**

Subject to the express condition that the Seller observes, respects and conforms to all
clauses, conditions and stipulations stated in the present Offer to Purchase, the Offeror
offers to purchase from the Seller, at the price indicated hereafter, some of the Debtor's
assets, namely:

- a) machinery, tools, materials and equipment used by the Debtor in the operation of his
Business, as listed in Schedule "....." attached to this Offer;
- b) all tools, accessories and spare parts connected with the operation of the Debtor's
Business, as listed in Schedule "....." attached to this Offer;
- c) all movables, including office furniture, fit-ups and signs, as listed in Schedule "....."
attached to this Offer;

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- d) all the rolling stock of the Debtor's Business, as listed in Schedule "....." attached to this Offer;
 - e) the list of clients of the Debtor's Business, as shown in Schedule "....." attached to this Offer, including credit reports on these clients and the goodwill related to the operation of the Business, as well as all rights, titles and interests of the Business in contracts and agreements entered into with clients, the order books, the agreements on franchises, royalties and technology, subsidy rights and generally all other assets that are recorded in the books of the Business and being utilized in its operation;
 - f) all rights, titles and interests of the Debtor in the stock, work in progress and accounts receivable of the Business, including all provincial and/or federal tax refunds, whether already claimed or not, and all accounts receivable considered as doubtful or as a bad debt in the books of the Business;
 - g) all rights, titles and interests of the Debtor in any agreement, insofar as the Offeror considers it beneficial and to his advantage;
 - h) all trade marks, corporate and commercial names, whether registered or not, used or having been used by the Debtor, and all rights resulting from their use with regards to the operation of the Business, as well as those intended in the said operation, as listed in Schedule "....." attached to this Offer;
 - i) all rights, titles and interests of the Debtor in patents, industrial drawings, designs and royalties used or intended for use in the operation of the Business, as listed in Schedule "....." attached to this Offer;
 - j) all permits and licenses related to the operation of the Debtor's Business, insofar as they are transferable;
 - k) all rights, titles and interests of the Debtor in the data processing equipment, as well as in the computer programs used in the operation of the Business;
 - l) copies of reports, financial statements, accounting books, cardex, files, cost price calculation worksheets, studies, analyses, compilation systems used or intended for use in the operation of the Debtor's Business during the past (.....) years, at the expense of the Offeror, if he thus requires any copies thereof;
 - m) all stationery and office supplies used in the operation of the Debtor's Business, and especially all invoices, accounts, production tickets, envelopes, letterhead paper used for outside sales or internal control;
 - n) all catalogues, publications, advertising kiosks or other objects relating to the Debtor's Business;
 - o) all rights of the Debtor in the lease and improvements of the leased premises located at including all decorations, panels, woodworks, shelves, carpeting and any improvements in the leased premises, subject to the lessor's rights;
 - p) all rights, titles and interests of the Debtor in the following telephone number(s):
 - q) all rights, titles and interests of the Debtor in the following facsimile (fax) number(s):.....;
- hereinafter collectively referred to as the "Assets".

O3 However, the following assets are excluded from this Offer to Purchase:

3.00 CONSIDERATION

O4 3.01 Purchase Price

The total purchase price shall be dollars (\$.....). For the purpose of the Sale Agreement, the Offeror may provide a break down of the purchase price.

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