

Colorama-Gibraltar Inc.

TERMS AND CONDITIONS OF SALE

TO: **Le Groupe Fuller Landau Inc.**, es-qualites as Receiver in respect of property of Colorama-Gibraltar Inc., hereinafter the «Receiver».

FROM :

(Name of tender)

(Address)

(Town and postal code)

(Telephone number)

(fax number)

(e-mail address)

Further to the private call for tenders by the Receiver, the undersigned offers to purchase the Property described below on the following terms and conditions:

1. PROPERTY

- 1.1 The offer is for the Property (the «Property») that is part of the lot(s) referred to in the tender and as described in the inventory prepared by Gestion JPM Inc. and which the undersigned acknowledges having read (the “Inventory”)
- 1.2 The undersigned acknowledges that the quantities indicated in the Inventory can only be substantially accurate;

2. AMOUNT

- 2.1 The tender is made for the amount indicated herein;
- 2.2 The undersigned agrees that **no adjustment of the amount offered may be requested** and that the quantities indicated in the Inventory Lots #1, #2, #3 and #4 may vary and are supplied as a guide only.
- 2.3 An “en bloc” tender must have a value attributed to each lot or sub-lot.

3. DEPOSIT

- 3.1 The tender shall be accompanied by a deposit representing 15% of the amount tendered in the form of a certified cheque or bank draft.

4. GUARANTEE

- 4.1 The undersigned declares having inspected the Property and relies entirely on such inspection and enquiries made. He/she acknowledges that no legal or conventional guarantee, either express or implied, is being given by the Receiver, in particular with respect to the description, state, value and quantity of the Property;
- 4.2 The undersigned confirms that he/she is purchasing the Property at his/her own risk and peril;
- 4.3 The undersigned acknowledges that the Receiver is making no representation as to the compliance of the Property with any standard whatsoever (including environmental standards) in force at any time and concerning the Property, their disposal or their utilization and renounces any claim whatsoever for non-compliance of the Property with such standard;
- 4.4 The undersigned will obtain a good and valid title in the Property, clear and discharged from all rights and interest in favor of third parties except the rights of lessors and other rights on property in favor of third parties;

5. WITHDRAWAL, ACCEPTANCE OR REFUSAL OF TENDER

- 5.1 If the tender withdraws his/her tender within the period between 48 hours prior to the time set for opening the tenders until the time he/she receives notice of the results of the tenders, the tenderer's deposit shall be kept as a penalty paid by the tenderer to the Receiver;
- 5.2 Notwithstanding any indication to the contrary contained in the tender, the Receiver shall have until the expiry of the tenth working day following the opening of the tenders to accept or refuse the tender;
- 5.3 If the tender is accepted, the Receiver shall inform the undersigned in writing of such acceptance by mail or by fax at the location indicated in the tender;
- 5.4 If the tender is refused, the Receiver shall inform the undersigned in writing by mail and shall include with such notice the certified cheque, money order or bank draft remitted as a deposit to the Receiver;
- 5.5. The Receiver is selling the Property subject to the acceptance of the offer by the inspectors and/or the creditors and/or the Court;

6. DELIVERANCE AND TAKING POSSESSION OF PROPERTY

- 6.1 By accepting the tender, the Receiver agrees that the undersigned shall take possession of the Property;
- 6.2 Possession shall be taken at the time agreed upon with the Receiver and his presence and shall be recognized by the remittance by the undersigned to the Receiver of a receipt prepared by the Receiver for this purpose;
- 6.3 The undersigned shall **take possession of all the Property, without exception**, and if certain property contains or constitutes contaminants, waste or dangerous materials, the undersigned shall dispose of such property in compliance with any legislation or regulation relating to the transportation and disposal thereof;
- 6.4 The Receiver shall provide the undersigned access to the premises where the Property is located in accordance with the terms and conditions agreed upon with the undersigned, who shall maintain and leave the premises clean and secure;
- 6.5 If the Receiver and the undersigned so agree, the undersigned shall occupy the premises by complying with any regulation applicable to such occupation and maintain and leave them clean and secure;
- 6.6 The undersigned shall be responsible for any loss or wear and tear of the premises and the Property located in the premises as a result of his/her access or occupancy thereof;

- 6.7 Certain lots may be subject to certain conditions of acceptance and/or delivery;
- 6.8 Where applicable, the amounts offered shall be increased by any taxes, income tax, contribution and any right of any nature, inherent in or consequent upon acceptance of the purchase offer for the transfer of property, as well as the amounts of any fees and disbursements relating to the preparation and publication of an act of sale ("The Price");
- 6.9 As to the movables, the Price shall be fully paid by certified cheque or bank draft payable to the order of the Receiver prior to possession of the Property shall be taken. In the case of fixed assets, the Price shall be fully paid with the signature of the deed of sale in front of a notary chosen by the Receiver, in a form and with content agreed by the Receiver, deed entered within thirty (30) days of the acceptance of the tender.
The Receiver may agree to reduce the price by the amount of the deposit submitted with the tender;
- 6.10 In the event the offer to purchase is accepted the sale shall be concluded without any guarantee and at the risk and peril of the undersigned;
- 6.11 Ownership of the property covered by the offer to purchase shall only be transferred to the undersigned when possession is taken;
- 6.12 The undersigned shall take possession and shall remove the Property, at his/her own expense, within five (5) days of the acceptance of the offer to purchase. If the undersigned fails to comply with this condition, he/she will be responsible to pay the occupational rent;
- 6.13 If the undersigned fails to take possession of the Property, he/she authorizes the Receiver to cancel acceptance of the offer to purchase and to keep the deposit submitted with the offer to purchase as a penalty;

7. DÉFAUT

- 7.1 Failure by the undersigned to comply with one or more of his/her obligations pursuant to this tender shall require the undersigned to indemnify the Receiver for any damage he suffers of will suffer as a result of this failure without prejudice of other recourse granted by legislation to the Receiver;
- 7.2 In particular, the undersigned shall reimburse the Receiver, upon demand, for the amount of any costs incurred by the Receiver as a result of the failure of the undersigned to take possession of the property within the agreed upon time;
- 7.3 The undersigned agrees that any amount he/she has to pay to the Receiver pursuant to the terms hereof shall bear interest at the rate of 15% per annum from the date such amount is due.

8. MISCELLANEOUS

- 8.1 If, for any reason whatsoever, the Receiver is unable to deliver to the undersigned the Property or a significant quantity of the Property, the Receiver may cancel acceptance of the tender, which shall then be deemed to have never occurred ;
- 8.2 As to the fixed assets, usual adjustments, if any, for taxes, insurances, rent, energy of any other reasons, are to be paid on the date of the signature of the deed of sale;
- 8.3 The Receiver shall only provide the undersigned with the documents that he possesses relating to title and designation of the Property;
- 8.4 The Receiver shall not be required to accept the highest, or any, tender whatsoever, and reserves the right to dispose of the Property in any other manner whatsoever;

- 8.5 If a tender is subject to a condition, the tender shall specify the amount of the tender if the condition in the tender is accepted by the Receiver, and the amount of the tender if the condition is not accepted. If the tender only specifies one amount, this amount shall be considered as the amount of the tender whether or not the condition in the tender is accepted by the Receiver;
- 8.6 The Receiver reserves his rights to renounce compliance with one or more conditions specified in the call for tenders or in the document entitled Terms and Conditions of sale.
- 8.7 **The tenderers are not invited to attend the opening of tenders that will take place on June 20, 2012 at 14h30 p.m.** The results of this opening will be communicated to the tenderers;
- 8.8 All of the foregoing conditions of sale form an integral part of the private call for tenders as advertised by the Receiver, and without restricting the generality of the foregoing, any person(s) effecting a tender to the Receiver pursuant to such call for tenders shall be conclusively deemed to have accepted all of the present conditions of sale. There are no other conditions of sale, expressed or implied, other than those specially submitted above;
- 8.9 The conditions of sale and any agreement executed pursuant thereto, as well as their interpretation and enforcement shall be governed by and in accordance with the laws of Quebec. Even though, these conditions of sale have been written in English and French, the French version shall govern if there is any inconsistency between the two versions.

TENDER(S)

The tenderer may indicate the price offered below.

Tenders will not be accepted unless they are sealed and clearly marked “TENDER - Colorama-Gibraltar Inc.”

Lot No.	Description	Amount of tenderer	Amount of deposit

Deposit of 15% of the amount offered payable to the order of Groupe Fuller Landau Inc., Receiver in respect of property of Colorama-Gibraltar Inc., paid as follows:

Certified cheque

Money order

Bank Draft

Comments (if any)

Date

Signature of tenderer