Raymond Chabot inc.

Société affiliée de
Raymond Chabot Grant Thornton
S.E.N.C.R.L.
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www.raymondchabot.com

CALL FOR PURCHASE OFFERS

RAYMOND CHABOT INC., acting in its capacity as Receiver of 9324-9092 Québec Inc., is seeking offers for the purchase of the following property:

Description of property

LOT 1	**Equipment**	**Approx. market value**
		$10,650
LOT 2	**Chevrolet – Silverado 2500 HD – 2010**	**Approx. market value**
	• VIN: 1GC5CVBG1AZ237999	$7,500
LOT 3	**Hino – 185 – 2010**	**Approx. market value**
	• VIN: 2AYNC6JM6A3S14558	$6,000
LOT 4	**Hino – 155 – 2015**	**Approx. market value**
	• VIN: 2AYYDM1H3F1000390	$6,000
LOT 5	**TRAILMOBILE 53' trailer – 2005**	**Approx. market value**
	• VIN: 2MN01JAW661005513	$5,000
LOT 6	**STOUGHTON trailer – 2007**	**Approx. market value**
	• VIN: 1DW1A53238E030811	$4,000
LOT 7	**Intangible assets**	**Approx. market value**
	All rights, title or interest that 9324-9092 Québec inc. may hold in intangible assets, such as telephone numbers, website, domain names, email addresses, customer lists, trade names, trademark, licences, source codes, patent, as well as any other form of property held by the business.	Not determined

For more information and for a detailed description of each lot, go to the "Assets for sale" section of our website at: https://www.raymondchabot.com/en/business/assets-for-sale/ or contact Philippe Daneau at (514) 954-4638 or Hugo Daoust at (514) 878-2692, ext. 6734.

Terms and conditions of sale

The terms and conditions of sale ("**Terms and conditions of sale**") apply to all offers submitted. They are an integral part of this call for purchase offers and it is the offerer's responsibility to obtain a copy thereof.

The Receiver reserves the right to sell one or more lots, or all of them, before the deadline for receipt of offers.

Inspection of the property

The property may be inspected at 7562 De La Côte-de-Liesse and 863-869 Montée de Liesse, on Wednesday, November 4, 2026, between 10:00 a.m. and 4:00 p.m.

Receipt and opening of offers

The offers must be sent by email to the following address: AppelOffres@rcgt.com, no later than November 19, 2026 at 3:00 p.m., at which time Raymond Chabot inc. will stop accepting them. Raymond Chabot inc. will open the offers at that time without the offerers present.

Signed in Montréal, on October 27, 2026.

RAYMOND CHABOT INC.
in its capacity as Receiver

Ayman Chaaban, CPA, CIRP, LIT
Designated Person

PURCHASE OFFER

To: **RAYMOND CHABOT INC., Receiver of 9324-9092 Québec Inc.**

Address: 600, rue de La Gauchetière Ouest, Suite 2000, Montréal, QC H3B 4L8

Email: AppelOffres@rcgt.com

Telephone: 514 954-4638

From:

_____
Name of offerer

_____
Address

_____ _____
Telephone Email

Amount offered:

Lot 1: $ _____

Lot 2 : $ _____

Lot 3 : $ _____

Lot 4 : $ _____

Lot 5 : $ _____

Lot 6 : $ _____

Lot 7 : $ _____

Deposit: Attached hereto is my deposit by way of certified cheque or bank draft in the amount of: $ _____

- 0% for offers under $50,000
- For offers over $50,000:
  - 15% of the value of movable property

Terms and conditions: This offer is subject to the Terms and conditions of sale issued by Raymond Chabot inc. which I acknowledge having read.

Other conditions:

_____

_____

_____

_____ _____
Duly authorized signatory Date

Terms and conditions of sale

1. REQUEST FOR PURCHASE OFFERS

1.1 The Seller is Raymond Chabot inc., acting in their capacity as Receiver, under the call for purchase offers for the disposition of Property (as defined below). The Seller is not required to accept the highest offer nor any other offer whatsoever, and reserves the right to dispose of the Property in any other manner under the law.

1.2 The Seller reserves the right to cancel the call for purchase offers process at any time before the transfer of title of ownership without reason and the offerer acknowledges that no indemnity may be claimed as a result of this decision.

1.3 Where applicable, any acceptance of an offer by the Seller is conditional upon (i) the approval of the secured creditor and/or (ii) the approval of the creditors or inspectors and/or (iii) the Court authorizing the Seller to proceed with the sale of the Property to the offerer.

1.4 The offerer must disclose in the offer submitted whether they are a Related Person as defined in Appendix A attached hereto. If the offerer is a Related Person, any acceptance of an offer is conditional upon the authorization of the Court.

1.5 The offerer must comply with the requirements of the *Bankruptcy and Insolvency Act* (the "Act").

1.6 The offer shall not be subject to any condition, unless such condition is stated in accordance with Section 3.2 hereof.

2. DESCRIPTION OF THE PROPERTY

2.1 The offer relates to the assets included in the lot(s) mentioned in the offer and as described in the inventory prepared by the Seller (the "**Property**"), which the offerer acknowledges having read (the "**Inventory**").

2.2 The offerer acknowledges that the characteristics of the Property (such as quantities, surface areas, measurements) indicated in the Inventory may be inaccurate.

2.3 If the Seller, for any reason whatsoever, is unable to deliver the Property or a significant quantity of the Property to the offerer, the Seller may cancel the acceptance of the offer, which shall then be deemed never to have occurred.

2.4 Unless otherwise stated, the Property excludes any personal information ("**Personal Information**"), as defined under Canadian privacy laws, in particular the *Act respecting the protection of personal information in the private sector* (CQLR, c. P-39.1), which may be included in the Property or to which the offerer may otherwise have access.

2.5 The offerer agrees that no adjustment to the amount offered may be requested except in the event of a significant discrepancy between the characteristics of the Property (such as quantities, surface areas, measurements) indicated in the Inventory and those of the Property that the Seller can deliver to the offerer, subject, however, to the Seller's rights under Section 2.3.

2.6 As indicated in Section 2.5, in the event that the Seller chooses to adjust the amount offered, the offerer agrees that the value assigned to the Property in the Inventory shall be used, to the exclusion of any others, and acknowledges that this value may not be used for any other purpose and does not constitute a representation by the Seller as to the value of the Property.

3. TERMS AND CONDITIONS OF SALE

3.1 Should the offerer fail to comply with any of their obligations hereunder, the offerer agrees to compensate the Seller for any damage, loss, cost or expense that the latter incurs or will incur as a result of such failure, without prejudice to any other remedies available to the Seller under the law.

3.2 When an offer is contingent upon a condition, the offer must state:

- the amount of the offer if the condition stated in the offer is accepted by the Seller, and
- the amount of the offer if the condition is not accepted by the Seller.

If the offer mentions only one amount, that amount will be considered to be the amount of the offer if the condition stated in the offer is not accepted by the Seller.

3.3 The Seller reserves the right to waive compliance with one or more of the conditions set out in the offer or in the present Terms and conditions of sale.

3.4 The offerer acknowledges that the Seller makes no representation as to the offerer's potential liability as a successor employer.

3.5 The submission of an offer constitutes the offerer's irrevocable acceptance of all terms and conditions of sale set out in the Terms and conditions of sale, regardless of the medium used to transmit and/or submit the offer.

4. INSPECTION OF THE PROPERTY

4.1 The offerer declares that they have examined the Property and that they rely entirely on such examination. As further explained in Section 7.12, the offerer acknowledges, in particular: (i) that no guarantee is given by the Seller as to the description, condition and value of the Property and that the offerer waives any assurance as to the quality of the Property; (ii) that the Seller makes no representation as to compliance with any standards (including any environmental standards) in effect at any time with respect to the Property, its disposition or use, and that the offerer waives any claim based on the non-compliance of the Property with any such standards.

4.2 The offerer declares that they had the opportunity to inspect the Property before submitting the offer.

5. RECEIPT AND OPENING OF THE OFFERS

5.1 The offer is made for the amount stated in the offer.

5.2 Offers for amounts over $50,000 must be accompanied by a deposit in the form of a certified cheque, bank draft or bank transfer equivalent to 15% for movable Property and 5% for immovable Property (the "**Deposit**").

5.3 Should the offerer withdraw their offer before the deadline for opening offers, the offerer's deposit will be returned, net of any transfer fees or related bank charges.

5.4 Offers for a group of assets and offers for more than one lot must provide an itemized breakdown of the amount offered for each lot.

5.5 It is the offerer's obligation to submit their offer to the office of the Seller requesting the offers in the case of an offer submitted in paper format or by email to AppelOffres@rcgt.com, or online on the https://www.raymondchabot.com/en/business/assets-for-sale/ website.

Any offer sent to another office must be sent by fax and/or email to the person identified in the request for purchase offers, specifying that the original has been delivered to the Raymond Chabot inc. office in that city. It is the offerer's responsibility to ensure that their offer has been received by the recipient.

6. ACCEPTANCE AND REFUSAL

6.1 Notwithstanding any indication to the contrary contained in the offer, the Seller may accept or reject the offer once a reasonable time has elapsed.

6.2 If the offer is accepted, the Seller shall notify the offerer in writing by email, fax or mail at the location indicated on the offer.

6.3 Regarding offers that are not selected:

6.3.1 When the Seller has received a Deposit, a written notice with the Deposit included will be sent by registered mail to the offerer. Where applicable, the returned Deposit may be reduced by any transfer fees or related bank charges;

6.3.2 For all other offerers, no notices will be sent, but the Seller's decision may be posted on their website.

6.4 The fact that a Deposit accompanying an offer has been cashed shall not be construed as acceptance of the offer.

6.5 The Seller may withdraw their acceptance of any offer prior to delivery of the Property and/or upon transfer of the Property. In such a case, the Seller shall reimburse the offerer for any funds received, less any applicable bank charges related to the refund, without interest. The offerer shall have no further recourse.

7. SALE AND OCCUPANCY, DELIVERY

7.1 The sale shall take place as soon as possible, no later than thirty (30) days following the issuance of the certificate of non-appeal confirming that the judgment authorizing the Seller to proceed with the sale of the Property to the offerer (hereinafter the "Vesting Order") is final and enforceable (hereinafter the "**Closing Date**").

7.2 The sale agreement shall be prepared by the offerer, at the offerer's expense, and shall reflect the terms and conditions herein (the "**Deed of Sale**").

7.3 The Deed of Sale must be signed no later than the Closing Date, such deadline being mandatory, and the offerer shall not become the owner of the Property, take possession thereof or collect rent thereon (if applicable) until the Deed of Sale has been signed.

7.4 In the event that the Deed of Sale is not signed by the Closing Date, the Seller shall have the discretionary right to cancel the offer and its acceptance, retain the Deposit, and may assert any other rights and remedies available under the law.

7.5 To the accepted purchase offer shall be added any taxes, assessments, contributions, transfer duties and any other charges of any kind, inherent or consequential to the acceptance of the offer to purchase and the transfer of ownership, as well as all fees and expenses relating to the preparation and publication of a Deed of Sale (the "**Price**").

7.6 All adjustments and allocations of any kind, including taxes, insurance, rent and energy, if any, shall be made on the date the Deed of Sale is signed and paid on the same day, in accordance with Section 7.11.

7.7 For all immovable Property, the Price shall be paid by the offerer to the Seller upon signing the Deed of Sale by means of a bank draft made payable in trust to the executing notary. For all movable Property, the Price shall be paid by the offerer to the Seller upon signing the Deed of Sale by means of a bank draft made payable to the Seller in trust. Possession of the immovable Property shall be taken upon signing the Deed of Sale.

7.8 Regarding movable Property, following the signing of the Deed of Sale:

a. The offerer shall take possession and remove movable Property upon payment of the Price or within such other period determined by the Seller;

b. The Seller shall grant the offerer access to the premises where the movable Property is located in accordance with the terms agreed upon with the offerer, who undertakes to maintain and leave the premises clean and secure;

c. If the Seller has so agreed with the offerer, the latter shall occupy the premises in compliance with all regulations applicable to their occupation and shall maintain and leave them clean and secure;

d. The offerer shall be liable for any loss or damage to the premises and assets located on the premises caused by the offerer's access to or occupation of the premises;

e. The offerer shall take possession of all movable Property without exception and, if any of it contains or constitutes contaminants, waste or hazardous materials, the offerer shall dispose of such Property in accordance with all laws and regulations relating to its transport and disposal;

f. In particular, the offerer shall reimburse the Seller, upon request, for any costs incurred by the latter as a result of the offerer's failure to take possession of the movable Property within the prescribed period.

If the offerer fails to take possession of the movable Property, the Seller is authorized to cancel the acceptance of the offer and to retain the Deposit accompanying such an offer to purchase as a penalty, or may, at the Seller's discretion, assert any other rights and remedies available under the law.

7.9 The offerer agrees that any amount owed to the Seller hereunder shall bear interest at the rate of 15% per annum from the date such amount becomes due.

7.10 The Seller shall provide the offerer only with those documents in their possession relating to the title and designation of the Property, it being understood, for greater certainty, that such copies of titles and documents are provided solely for the convenience of the offerer and do not constitute any guarantee of accuracy.

7.11 The offerer shall bear all costs related to the Deed of Sale, including copies, land register publication, cancellation and receipts, as well as all charges, taxes, transfer duties and assessments (including GST and QST, if applicable) arising from the sale.

7.12 In the event of acceptance of the offer, the offerer acknowledges that the sale shall be made without any legal or conventional warranty on the part of the Seller and at the offerer's (buyer's) own risk. Without limiting the generality of the foregoing, it is understood that the offerer shall acquire the Property at their own risk and undertakes to accept the Property in its current condition, declaring that they have had the opportunity to examine it and are satisfied with it, and the offerer expressly waives any claim based on any legal or conventional warranty, whether a warranty of ownership, a warranty of quality (against hidden defects) or any warranty against any other defect, including any non-compliance of the Property with any standards (including any environmental standards) in effect at any time with respect to the Property, its disposition or use. The offerer therefore acknowledges and accepts, in particular, that the Property is purchased as is, in the condition in which it is found at the time of signing the Deed of Sale, without any

conditions, representations, implicit or explicit ancillary agreements, and without any written or verbal representations regarding, in particular, but without limitation, the physical and rental condition, the quality, the durability of the Property or the fact that the Property is suitable for the use intended by the offerer.

This warranty exemption shall apply to all Property (movable and immovable assets) covered by the offer.

7.13 The offerer acknowledges that they have relied solely and entirely on the results of their own inspection of the Property, or that of their advisors, and acknowledges that the information provided by the Seller has been provided for their convenience only and does not include any guarantee of accuracy.

7.14 The offerer understands and acknowledges that the Seller is acting in their capacity as Receiver under the Order rendered on September 23, 2026, and not in their personal capacity and, consequently, the offerer acknowledges that the Seller has no knowledge of the condition of the Property, nor its quality and durability.

8. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO OFFERS TO SELL ON BEHALF OF THE ESTATE

8.1 Within two (2) business days of accepting the offer, the offerer shall provide the Seller with an irrevocable letter of guarantee with a minimum term of ninety (90) days, for an amount equivalent to **115%** of the minimum amount that the offerer has undertaken to remit to the Seller. The letter must be issued by a recognized financial institution and comply with the Uniform Customs and Practice of the International Chamber of Commerce. Upon delivery of this letter to the Seller, the Seller shall return to the offerer the cheque accompanying the offer.

Failure by the offerer to deliver such a letter of guarantee to the Seller within the prescribed period may result in the Seller cancelling the acceptance of the offer and retaining the Deposit accompanying the purchase offer as a penalty.

8.2 The offerer shall inform the Seller, in writing, of the place, date and terms of the sale of the Property (the "**Plan**"), no later than fifteen (15) days from the acceptance of the offer.

8.3 The offerer shall pay the Seller the amounts owing and shall provide the Seller with a written report on the results of the sale of the Property, indicating in particular the assets sold, the prices obtained and the costs incurred, within fifteen (15) days of the sale but, in any event, no later than the sixtieth day following acceptance of the offer.

8.4 Should the offerer fail to deliver the report or make the payment provided for in Section 8.3, the Seller shall request payment of the letter of guarantee, without prejudice to their right to require the offerer to provide the report and pay any additional amounts owed to the Seller.

8.5 Should the offerer fail to take possession of the Property within the prescribed period or to comply with the Plan, the Seller may, in addition to all remedies provided for herein, cancel the acceptance of the offer to sell, demand payment of the letter of guarantee and retain the Deposit accompanying the purchase offer as a penalty.

9. NULLITY OF THE OFFER

9.1 In addition to the cases already provided for herein, the offer shall become null and void if any of the following events or circumstances occur:

a. If a valid and enforceable Reverse Vesting Order authorizing the Seller to proceed with the sale is not issued by the Court;

b. If any of the debtors repays in full the sums owed by it to the creditor Royal Bank of Canada prior to the signing of the Deed of Sale, it being understood, for greater certainty, that the offerer shall have no recourse against the Receiver or Royal Bank of Canada; or

c. If a third-party creditor seizes the Property before the Deed of Sale is signed and the Price is paid.

9.2 Where applicable, the Deposit shall be returned to the offerer, net of any transfer fees or related bank charges.

10. **GENERAL PROVISIONS**

10.1 The offer and its execution are governed by the laws of Quebec and Canada.

APPENDIX A

Bankruptcy and Insolvency Act
R.S.C. 1985, c. B-3

4 (1) In this section,

entity means a person other than an individual; (*entité*)

related group means a group of persons each member of which is related to every other member of the group; (*groupe lié*)

unrelated group means a group of persons that is not a related group. (*groupe non lié*)

Definition of *related persons*
(2) For the purposes of this Act, persons are related to each other and are ***related persons*** if they are

(a) individuals connected by blood relationship, marriage, common-law partnership or adoption;

(b) an entity and

(i) a person who controls the entity, if it is controlled by one person,

(ii) a person who is a member of a related group that controls the entity, or

(iii) any person connected in the manner set out in paragraph (a) to a person described in subparagraph (i) or (ii); or

(c) two entities

(i) both controlled by the same person or group of persons,

(ii) each of which is controlled by one person and the person who controls one of the entities is related to the person who controls the other entity,

(iii) one of which is controlled by one person and that person is related to any member of a related group that controls the other entity,

(iv) one of which is controlled by one person and that person is related to each member of an unrelated group that controls the other entity,

(v) one of which is controlled by a related group a member of which is related to each member of an unrelated group that controls the other entity, or

(vi) one of which is controlled by an unrelated group each member of which is related to at least one member of an unrelated group that controls the other entity.

Relationships
(3) For the purposes of this section,

(a) if two entities are related to the same entity within the meaning of subsection (2), they are deemed to be related to each other;

(b) if a related group is in a position to control an entity, it is deemed to be a related group that controls the entity whether or not it is part of a larger group by whom the entity is in fact controlled;

(c) a person who has a right under a contract, in equity or otherwise, either immediately or in the future and either absolutely or contingently, to, or to acquire, ownership interests, however designated, in an entity, or to control the voting rights in an entity, is, except when the contract provides that the right is not exercisable until the death of an individual designated in the contract, deemed to have the same position in relation to the control of the entity as if the person owned the ownership interests;

(d) if a person has ownership interests in two or more entities, the person is, as holder of any ownership interest in one of the entities, deemed to be related to himself or herself as holder of any ownership interest in each of the other entities;

(e) persons are connected by blood relationship if one is the child or other descendant of the other or one is the brother or sister of the other;

(f) persons are connected by marriage if one is married to the other or to a person who is connected by blood relationship or adoption to the other;

(f.1) persons are connected by common-law partnership if one is in a common-law partnership with the other or with a person who is connected by blood relationship or adoption to the other; and

(g) persons are connected by adoption if one has been adopted, either legally or in fact, as the child of the other or as the child of a person who is connected by blood relationship, otherwise than as a brother or sister, to the other.

Question of fact

(4) It is a question of fact whether persons not related to one another were at a particular time dealing with each other at arm's length.

Presumptions

(5) Persons who are related to each other are deemed not to deal with each other at arm's length while so related. For the purpose of paragraph 95(1)(b) or 96(1)(b), the persons are, in the absence of evidence to the contrary, deemed not to deal with each other at arm's length.