



**Affiliate of
Raymond Chabot Grant Thornton
LLP**
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City Park Drive, Ottawa, ON
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Phone: 1 855 881-8370
www.raymondchabot.com

CALL FOR OFFERS

RAYMOND CHABOT INC., Trustee of the Estate of ROBERT CONSTRUCTION GENERAL CONTRACTOR INC., is seeking offers for the sale of the following assets:

LOT 1	One (1) Shipping Container: <ul style="list-style-type: none">8'x8'x20', As-is, where-is.	Value \$2,600
LOT 2	One (1) 5-Ton dump trailer: <ul style="list-style-type: none">2004 Dump trailer, As-is, where-is;Picture in Exhibit A.	\$6,000
LOT 3	Various construction tools including: <ul style="list-style-type: none">One (1) Table saw (Wadkin);One (1) Tile cutter and one (1) Nailer DX460 (Hilti);As-is, where-is;Pictures in Exhibit A.	\$1,375

For additional information, go to the "Assets for sale" section of our website at: <https://archive.raymondchabot.com/en/assets-for-sale> or contact Pierre Quennesson by email at quennesson.pierre@rcgt.com or by phone at (613) 714-9807.

Conditions of sale

The Conditions and Reserves Related to the Sale shall apply to all offers submitted. Such conditions and reserves are an integral part of this call for offers and it is the Offeror's responsibility to obtain a copy thereof.

Inspection of the assets

The assets may be inspected by booking an appointment with Mark Bickmore by phone at (613) 880-2879.

Receipt and opening of the offers

Offers must be sent by email to AppelOffres@rcgt.com or to the offices of the Trustee, 1900 City Park Drive, Suite 200, Ottawa, Ontario, who will receive them until January 12th, 2024 at 2:00 P.M. The Trustee will open the offers without the presence of the offerors at that time.

Dated in Ottawa, on December 11th, 2023.

RAYMOND CHABOT INC.
Licensed Insolvency Trustee

Stanley Loiselle, CIRP, LIT
In charge of the estate

OFFER

To: RAYMOND CHABOT INC., Trustee of the Estate of Robert Construction General Contractor Inc.

Address: 1900 City Park Drive, Suite 200, Ottawa, ON

Email : AppelOffres@rcgt.com

Telephone: (613) 236-5678

Fax: (613) 236-9817

From: _____
Name of Offeror

Address

Telephone Fax Email

Offer: LOT 1 \$ _____

LOT 2 \$ _____

LOT 3 \$ _____

Deposit: Bank draft or Certified check Deposit enclosed herein in the amount of \$: _____

- 15% of movables
- 0% of offers less than \$50,000

Conditions and reserves: This Offer is subject to the Conditions and Reserves Related to the Sale issued by Raymond Chabot inc. and I acknowledge that I have read them.

Other terms and conditions: _____

Duly authorized signatory Date

CONDITIONS AND RESERVES RELATED TO THE SALE OF THE ASSETS

1. CALL FOR OFFERS

- 1.1 The Trustee is not required to accept the highest offer nor any other offer whatsoever, and reserves the right to dispose of the assets in any other manner under the Law;
- 1.2 **The Trustee reserves the right to cancel the offering process at any time without reason and the Offeror acknowledges that no indemnity may be claimed as a result of this decision.**

2. DESCRIPTION OF ASSETS

- 2.1 The Offer covers the assets which are part of the lot(s) mentioned in the offer and as indicated in the inventory prepared by the Trustee (the "Assets"), and which were reviewed by the Offeror (the "Inventory");
- 2.2 The Offeror acknowledges that the quantities stated in the Inventory may only be substantially accurate;
- 2.3 In the event that the Trustee is unable, for whatever reason, to deliver to the Offeror the Assets or a significant portion thereof, the Trustee can cancel his acceptance of the Offer, which is then deemed never to have taken place;
- 2.4 **In the case of assets comprising stored information (on computers or otherwise), the Offeror agrees to destroy any information relating to third parties.**
- 2.5 The Offeror agrees not to request any adjustments to the amount offered except where a significant variance exists between the quantity stated in the Inventory and the quantity that can be delivered to the Offeror by the Trustee, subject to the rights of the Trustee under section 2.3; In the event that the Trustee opts to adjust the amount offered, the Offeror shall agree that the value attributed to the Assets in the Inventory, **and no other**, be used and shall recognize that this value cannot be used for other purposes and does not constitute the Trustee's opinion as to the value of the Assets.

3. CONDITIONS AND RESERVES OF THE SALE

- 3.1 In the event that the Offeror fails to comply with any of the obligations under the terms of the present agreement, he shall indemnify the Trustee for any damage incurred by him now or in the future as a result of the default, without prejudice to any other recourse legally granted to the Trustee;
- 3.2 When a offer is subject to a condition, the offer must state the amount of the offer if the condition stated in the offer is accepted by the Trustee, and the amount of the offer if the condition is not accepted. If the latter states a single amount, this amount shall be deemed to be the amount of the offer if the condition stated in the offer is not accepted by the Trustee;
- 3.3 The Trustee reserves the right to waive compliance with one or more conditions stated in the call for offers or in the document entitled "Conditions and Reserves Related to the Sale of Assets";
- 3.4 **The Offeror acknowledges that the Trustee makes no representations as to the Offeror's potential liability as successor employer;**
- 3.5 **Submitting a offer shall constitute irrevocable acceptance by the Offeror of all of the conditions and reserves of the sale.**

4. INSPECTION OF THE ASSETS

- 4.1 The Offeror hereby declares that he has inspected the Assets, and that he shall rely entirely on his examination and investigation, that the Trustee shall not provide any guarantee as to the description, state or value of the Assets and that he waives all guarantees pertaining to the quality of the Assets;
- 4.2 The Offeror recognizes that the Trustee did not comment on the compliance of the Assets, with standards of any kind (including environmental standards) in effect at any time with respect to the Assets, their disposal or utilization and waives the right to any claim whatsoever arising from the failure of the Assets to comply with such standards.

5. RECEIPT AND OPENING OF THE OFFERS

- 5.1 The Offer is made for the amount indicated in the Offer;
- 5.2 **Offers for an amount greater than \$50,000 must include a bank draft or a certified check deposit of 15% for movables and 5% for immovables;**
- 5.3 Where the Offeror withdraws his Offer during the 48-hour period prior to the time set for the receipt of the Offers until he is notified of the results of the call for offers, the Trustee shall retain the deposit that accompanied the Offer as liquidated damages;
- 5.4 **Combined offers and offers for more than one lot shall be itemized and indicate the price offered for each lot;**
- 5.5 **The Offers must be submitted to the office of the Trustee having made the call for offers. Any Offer submitted to another office must be faxed and/or emailed to the Trustee designated in the call for offers, stating that the original was delivered to the Raymond Chabot inc. office in such city. It is the Offeror's responsibility to ensure that his Offer has been received by the recipient.**

6. ACCEPTANCE AND REFUSAL

- 6.1 In spite of any contrary indication set forth in the Offer, the Trustee shall be entitled to retain or reject the Offer until the expiry of a **reasonable period**;
- 6.2 In the event the Offer is retained, the Trustee shall notify the **retained Offeror in writing by email, fax or mail** at the address indicated on the Offer;
- 6.3 **In the event the Offer is rejected:**
 - 6.3.1 **If the Trustee has received a deposit, written notice, by registered mail, together with the deposit, shall be sent to the offerors;**
 - 6.3.2 **For other offerors, no notice shall be sent, but the Trustee's decision may be posted on the Trustee's website.**
- 6.4 **The fact that a deposit has been cashed may not be interpreted as acceptance of a offer;**
- 6.5 **The Vendor may withdraw his acceptance of any Offer prior to delivery of the Assets. In such a case, the Trustee shall reimburse any amount received from the Offeror, without interest, and the Offeror shall not have any other recourse;**
- 6.6 **If the Offeror whose Offer is accepted is a related party as defined in the *Bankruptcy and Insolvency Act*, the sale must be authorized by the courts, at the Offeror's expense.**

7. SALE, OCCUPANCY AND DELIVERY

- 7.1 The taking possession shall take place at a time agreed to by the Trustee, in the presence of the Trustee, and shall be established by a receipt remitted by the Offeror to the Trustee;
- 7.2 The Offeror shall take possession of all Assets without exception. If some of the Assets contain or constitute contaminants or dangerous waste or products, the Offeror shall dispose of them in compliance with the laws and regulations relating to their transportation and disposal;
- 7.3 The Trustee shall give the Offeror access to the premises housing the Assets under the terms agreed upon by the Offeror, who undertakes to preserve the cleanliness and safety of the premises
- 7.4 Pending an agreement between the two parties, the Offeror shall occupy the premises in compliance with all related regulations and shall preserve the cleanliness and safety of the premises;
- 7.5 The Offeror is responsible for any loss or deterioration related to the premises and assets located therein brought about by access to the premises by the Offeror;
- 7.6 In particular, the Offeror shall, upon request, reimburse the Trustee for any expenses incurred by him following the Offeror's failure to take possession of the Assets within the prescribed time limit;
- 7.7 The Offeror agrees that any amount payable to the Trustee under the present agreement shall bear interest at a rate of fifteen percent (15%) per year starting on the due date of such amount;
- 7.8 In the case of real estate, the usual adjustments, if any, in particular regarding taxes, insurance, rent and electricity, are carried out as of the signing date of the purchase offer;
- 7.9 The Trustee shall provide the Offeror with only those documents in their possession relating to the name and description of the Assets;

- 7.10 To the purchase offer shall be added amounts, as applicable, relating to any tax, assessment, contribution and any right whatsoever, inherent or consequential to the acceptance of the purchase offer or to the transfer of ownership, as well as any fees and disbursements relating to the preparation and publication of a deed of sale (the "Price");
- 7.11 With respect to movables, the Price shall be paid in full prior to the taking possession of the Assets by means of a certified cheque or bank draft payable to the Trustee and remitted to him;
With respect to movables, the Price shall be paid in full during the signing of a deed of sale received by a notary selected by the Trustee, in a format and content acceptable to the Trustee, the sale shall take place within thirty (30) days of the acceptance of the purchase offer;
The Trustee may agree that the deposit included with the Offer reduce the Price by the same amount;
- 7.12 In the event the purchase offer is accepted, the sale shall take place without any guarantee from the Trustee, and at the Offeror's own risk;
- 7.13 The Offeror shall, within five (5) days of the acceptance of his offer, take possession of the Assets sold to him and remove them at his own expense and, in the case of real estate, upon payment of the Price or within any other time limit set by the Trustee;
- 7.14 Ownership of the Assets which are the subject of the purchase offer shall be transferred to the **Offeror only upon full payment of the sale price;**
- 7.15 If the Offeror fails to take possession of the assets, he thereby authorizes the Trustee to cancel the acceptance of his purchase offer and to retain the deposit that accompanied the Offer as liquidated damages.

Exhibit A: Pictures of assets

Lot 1:
Shipping
container



Lot 2:
5-Ton
Dump
Trailer



Lot 3:
Various
tools

