

## 1. Conditions of Bidding Process

- 1) **Sale Process:** This sale is being carried out by Haley & Associates Inc. in its capacity as Trustee in Bankruptcy, as approved by Estate Inspectors (if applicable)
- 2) **Vendor:** Haley & Associates Inc., in its capacity as Trustee in Bankruptcy (herein after referred to as the “Vendor”), is offering for sale the assets listed below subject to the conditions specified below:
- 3) **Items for sale:** The items being offered for sale consist of all the following assets (herein after referred to as the “Assets”):
  - i. 2006 Hummer H3 VIN 5GTDN136668303473
- 4) **Secured creditors and contractual obligations:** This Public Bid is subject to the rights of secured creditors should any be located, but none have been identified to date.
- 5) **Third party property:** Where applicable, it is expressly understood that property identified as “third party property” is not included in the assets for sale.
- 6) **Inspection of the assets:** The assets may be inspected by appointment. An appointment may be arranged by contacting Haley & Associates Inc. as per below subject to any viewing date noted on the bid form.

**Haley & Associates Inc.**  
**Suite 306 – 197 Dufferin Street**  
**Bridgewater, NS B4V 2G9**  
**Tel: (902) 530-7000 X##**  
**Fax: (902) 530-7006**  
**Email: [maryann@HaleyTrustee.ca](mailto:maryann@HaleyTrustee.ca)**

Information provided by Haley & Associates Inc., or their representatives, and/or visits to the location of the assets may be conditional on the signature of a confidentiality agreement by any potential purchaser.

- 7) **Special conditions:** The conditions of the Public Bid include special conditions and the following conditions are therefore part of the Bid:
  - a. the usual adjustments for taxes, insurance, rent, etc. relative to the Property and/or the Inventories shall be made at the closing date, barring other written agreements between the parties
- 8) **Conditional bids:** Conditional bids (e.g. conditional on financing or deed search) must stipulate whether they may be accepted with or without the acceptance of any said conditions and, where applicable, must indicate any related purchase price adjustments. The date for completion of any conditions must be included and must not exceed the expected closing date as noted in paragraph 13.

- 9) **Bidder information:** All bids must clearly indicate the name, mailing address, telephone and fax numbers, and email address of the bidder and, for corporations or companies, the name of its representative and the name of the person responsible for the file, if not the same.

**Decision of bids:** The highest or any other bid will not necessarily be accepted, and Haley & Associates Inc. reserves the right to reject any or all of the bids. All bidders will be advised of the rejection or acceptance of their bids within two weeks of the closing date.

- 10) **Approval by the inspectors/secured creditor:** The Vendor's acceptance of a bid may be contingent upon the approval of the Inspectors/Secured creditor(s) of the estate.
- 11) **Agreement:** Acceptance of a bid shall constitute, at the closing date, an agreement ("**Agreement**") between the Vendor and the successful bidder (hereinafter referred to as the "**Purchaser**") for the sale and purchase of the Assets.
- 12) **Guarantees:** The Vendor, acting in such capacity, shall represent that it has the right to **sell the Assets** at closing. Except for this representation, the sale shall be conducted "on site, **as is**" without any representation, warranty or guarantee of any kind whatsoever, whether implicit, explicit, legal, conventional, or otherwise, and the Purchaser shall acquire the Assets at its risk and peril. Without limiting the generality of the foregoing, no guarantee or warranty is given with respect to the description of the Assets, its quality, condition, value, potential resale, suitability for intended use, limitations, size, title deeds or other.
- Bids shall be received on the assumption that bidders agree to rely on their own verifications, inspections and investigations or on their personal knowledge of the Assets and that any information obtained from the Vendor is in no way part of the bid or the Agreement resulting from acceptance of the said bid.
- With respect to submitting bids, bidders shall be deemed to irrevocably acknowledge that the Vendor's profession is not sales.
- 13) **Closing:** Closing shall take place within 15 days after the date of acceptance of a bid by Haley & Associates Inc., or at any other time mutually agreed upon by the Vendor and Purchaser. The Purchaser shall select the officiating notary or attorney and all fees of the said notary or attorney as well as any costs related to verifications by the Purchaser shall be borne by the Purchaser.
- 14) **Tax liability:** All taxes applicable in respect of the sale, including but not limited to, the Goods and Services Tax, Provincial Sales Tax and transfer tax shall be paid by the Purchaser in addition to the purchase price. The Purchaser shall remain liable for all such taxes, which responsibility and obligation shall continue in effect pursuant to any official closing and execution of the deed of transfer.
- 15) **Payment:** The purchase price, including all applicable taxes, shall be paid in full by the Purchaser within 5 days of being advised of their successful bid.
- 16) **Possession:** The Purchaser shall take possession of the Assets "as is" and "where is" at its own expense with no responsibility on the part of the Vendor at the time of closing, barring written agreement to the contrary between parties.
- 17) **Title of ownership:** Property and possession rights to the Assets shall be transferred only once the sale price and any other payment that the Purchaser is bound to make have been paid in full, but not prior to closing.

- 18) **Risk of loss:** Until the closing date, any risk of property loss or total or partial damage to the Assets due to fire or any other event or disaster shall be and shall remain the responsibility of the Trustee. In the event,

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prior to closing, the Assets were to be heavily damaged or destroyed by fire or any other event, the Purchaser shall, at its discretion, elect to terminate the Agreement by written notice to the Vendor to that effect.

In such a case, the Agreement shall be automatically annulled and deemed null and void, and the Deposit shall be repaid to the Purchaser without interest, costs, damages or deductions, and neither party may hold the other responsible for any other costs or damages in respect of the Assets or the bid and the verifications carried out by the Purchaser.

In that event, the Purchaser may elect to terminate the Agreement within 10 days following the date of receipt of written notice by the Vendor to that effect.

If the Purchaser does not elect to terminate the Agreement, the Purchaser shall be entitled only to the proceeds of the insurance claim settlement up to the purchase price he offered, and shall be bound to proceed with the closing.

For the purposes of this section, damage or destruction shall be deemed substantial if the cost of repairs required as a direct result of the damage or destruction amounts to at least 10% of the sale price of the Assets.

- 19) **Default by the Purchaser:** If the Purchaser fails to comply with its obligations under the Agreement, he shall be liable for all additional costs that might arise from such default. If the Purchaser fails to pay such additional costs, the Vendor may revoke acceptance of the bid, in which case the Vendor may withhold the Deposit as agreed damages or exercise any other recourse and, in this case, the Deposit shall be deemed pledged to the Vendor as security for any obligations the Purchaser may have toward the Vendor under this Public Bid.
- 20) **Responsibility of the Vendor:** The Vendor acts in its capacity as Trustee in bankruptcy. The Vendor shall incur no personal liability under this Public Bid or any transactions that may result from acceptance of a bid.
- 21) **Assignment of rights:** The Purchaser shall neither transfer nor assign rights under the Agreement to a third party without obtaining the express written consent of the Vendor. In the event that such consent were given by the Vendor, the Purchaser and designated assignee shall be held jointly and severally responsible for the obligations of the Purchaser under the Agreement.

The Vendor hereby reserves the right to assign or transfer its rights under the terms and conditions of a bid or Agreement, at its sole discretion.

- 22) **Notice:** All notices provided for herein must be sent in writing to:

The Vendor:	Haley & Associates Inc. c/o Mary Ann Marriott 306-197 Dufferin St. Bridgewater, NS B4V 2G9
Any bidder or Purchaser:	The address included in the bid form

and shall be sent by registered mail, bailiff or messenger. Any notice sent by registered mail shall be deemed received two business days after the mailing date. Any notice hand delivered shall be deemed received on the delivery date.

- 23) **Conditions of sale:** The conditions of sale form an integral part of this Bidding Process and of each bid. The submission of a bid by a potential purchaser shall constitute confirmation by such potential purchaser that he has read and is familiar with the conditions of sale, that each of them has been adequately explained by the Vendor, that such potential purchaser is satisfied with the explanations and that he acknowledges that s/he is irrevocably bound by the conditions of sale herein.

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- 24) **Applicable laws:** The Agreement shall be governed by and executed in accordance with applicable laws of the Province of Nova Scotia and of Canada.
- 25) **Deadlines:** In the event that any deadline stipulated herein fall on a day other than a business day, the deadline shall be postponed to the next business day. Time is an essential condition of the transactions provided herein.
- 26) **Survival of obligations:** The obligations contained herein and in any bid shall not be deemed terminated on closing or on the transfer of title of ownership, but shall survive them, barring written agreement otherwise by the parties.
- 27) **Titles and headings:** The title and headings herein are provided solely for the reader's convenience and shall in no way affect the interpretation of the conditions of sale.
- 28) **Waiver or modification of the conditions:** The Vendor reserves the right to waive any or all conditions herein, or to modify any or all condition with respect to acceptance of a bid.

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SALE OF: ASSET February 13, 2012 3:59 PM

**BID FORM**

**Bidders Information:**

NAME		Telephone	
Address		Fax	
		Email	

Details of asset(s) for sale:

2006 Hummer H3 VIN 5GTDN136668303473

I/we submit a bid of \$ \_\_\_\_\_ for the following assets:

All of the assets, or

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Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Bidder's Name:  
Signing Officer:

\_\_\_\_\_  
Witness Name:  
Witness Address:

Please return by Fax 902-530-7006 or by email MaryAnn@HaleyTrustee.ca

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