



1 Notice to reader

KPMG inc. (hereinafter the “**Receiver**” or “**KPMG**”), in its capacity as Receiver of the Assets of Aluminum Foundry and Pattern Works Ltd. (hereinafter the « **Company**”), solicits proposals for the purchase of all of the assets (hereinafter the “**Assets**”).

This document has been prepared solely for the convenience of prospective purchasers (hereinafter “**Purchaser**” or collectively “**Purchasers**”) to assist them in their determination of whether they wish to submit a proposal to purchase the Assets.

The Receiver expressly advises, and the Purchaser acknowledges, that the Purchaser will not and should not reasonably rely on this information in arriving at a decision to purchase the Assets. KPMG has not independently verified any of the information contained herein and makes no express or implied representation or warranty as to the accuracy or completeness of such information. Nothing contained in this document is or should be relied upon as, a representation as to the future potential of the Assets.

Each Purchaser must rely upon on its own inspection and investigation in order to satisfy itself as to title, merchantability, encumbrances, description, fitness for purpose, quantity, condition, existence, value or any other matter or thing whatsoever relating to the Assets to be purchased.

The information contained herein has been prepared for the sole purpose of presenting to Purchaser of the Assets and is to be held in confidence and is not to be reproduced or used for any other purpose or disclosed to third parties without KPMG prior written consent.

Neither this document, nor its delivery to any Purchaser, shall constitute an offer to sell.



2 Terms and Conditions of Sale

1. In its capacity of Receiver of the Assets of Aluminum Foundry and Pattern Works Ltd., the Receiver will consider written proposals to purchase the Receiver's rights, titles, and interests, if any, in the Assets.

All proposals marked "TENDER – Aluminium Foundry and Pattern Works Ltd. » must be received at office of the Receiver at the following address on or before Tuesday April 22, 2014 at 3:00 pm:

KPMG INC.

To the attention of Hadrien Leroy, CPA, CA
600 de Maisonneuve Blvd. West, suite 1500
Montréal (Québec) H3A 0A3

2. All Purchasers submitting a Proposal implicitly declare, by the deposit of an offer, having inspected, examined and being satisfied as to the title of the Assets described herein and that no representation, warranty, term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or can be implied, with respect to title, merchantability, condition, description, fitness for purpose, quality, quantity or any other thing, affecting any of the Assets or in respect of any other matter or thing whatsoever except as expressly stated herein.
3. Without limiting the foregoing, each party submitting a proposal acknowledges and agrees that each Asset is specifically offered on an "as is, where is" basis as each Asset will exist on the Closing Date and no adjustment shall be allowed to either the Receiver or a Purchaser for changes in condition or quantities (unless it is explicitly provided below) of the Assets from the date hereof.

Each party submitting a proposal acknowledges that the Receiver is not required to inspect or count, or provide any inspection or counting, of the Assets or any part thereof and such party shall be deemed, at its own expense, to have relied entirely on its own judgement, inspection and investigation. It shall be the sole responsibility of a Purchaser to obtain, at its own expense, any consent to such transfer and any further documents or assurance which is necessary or desirable in the circumstances. The Receiver shall not be liable for any incorrect description, defect or condition of any of the Assets, and each person submitting a proposal shall make no claim against the Receiver or any of its directors, officers or employees in connection with the proposal for the purchase of any of the Assets.

4. The Assets will be available for inspection on April 15, 2014 at the foundry (2225 Montée Saint-François in Dorval, QC) between 9:00am and 2:00pm.
5. The Receiver shall not be required to provide or produce any document, title, statement or other document or proof of right to those already in his possession.
6. All proposals must be signed by a duly authorized officer of the entity making the proposal.

7. All proposals must be accompanied by a bank draft or certified cheque payable to “KPMG INC. - Receiver of the Assets of Aluminum Foundry and Pattern Works Ltd.” in an amount equal to 15% of the gross purchase price offered for the Assets. If the proposal is accepted, this draft or cheque shall be deemed a non-refundable cash deposit (the “Deposit”) and shall be held and applied against the purchase price at closing.

In addition, where the gross purchase price exceeds \$500,000, the Purchaser must provide documented evidence that it has the necessary financial resources to consummate the proposed transaction.

8. The Receiver reserves the right to amend or terminate the proposal process at any time. The highest or any proposal will not necessarily be accepted and the acceptance of any proposal is at the Receiver and/or the inspectors and/or affected secured creditors sole and absolute discretion.
9. If any proposal is accepted by the Receiver, the Receiver will notify the Purchaser within 5 working days, by notice in writing either delivered or by registered mail addressed to the Purchaser at the address set forth in his proposal, such notice to be deemed effectively given and received when deposited in the post office or when delivered as the case may be.
10. All Deposits in respect of proposals not accepted by the Receiver shall be returned to the party by prepaid registered mail, addressed to the party at the address set forth in its proposal, without interest thereon.
11. Upon acceptance of the proposal by the Receiver, the Purchaser will have 3 business days following the acceptance of its proposal to take possession of the Assets and make the full payment of the balance of the purchase price, including applicable taxes.
12. If the Purchaser fails to comply with these Conditions of Sale with respect to the Purchased Assets, his deposit and all payments made thereon shall be forfeited to the Vendor on account of liquidated damages for causing said delay. Assets may be resold by the Receiver and the Purchaser shall pay to the Receiver the difference, if any between the Purchase Price under the Agreement of Purchase and Sale and the purchase price received by the Receiver pursuant to such resale, together with all charges and expenses arising in respect of or occasioned by such resale, plus interest at the rate of 15% per annum on such difference.
13. The submission of a proposal to the Receiver shall constitute an acknowledgment that the Purchaser has reviewed, understood, acknowledged and agreed to the terms of the accompanying “**Notice to Reader**”, as well as these “**Terms and Conditions of Sale**”.
14. The sale will be made on behalf of Aluminum Foundry and Pattern Works Ltd. without any warranty and at the risk of the Purchaser.
15. The balance of sale price will be paid by cash, certified check or bank draft, when signing the Agreement of Purchase and Sale.
16. Any tax, levy, duty or charge arising from the sale will be at the Purchaser charge.

17. Subject to paragraph 15, the selling price will be kept in trust by the designated Receiver in an account at a financial institution and bearing interest, to be dealt according to the law.

Dated at Montréal, Québec, this 8th day of April 2014.

KPMG INC.

In its capacity of Receiver of the assets of Aluminum Foundry and Pattern Works Ltd.



Appendix A : Form of Tender

To: KPMG INC. in its capacity of Receiver of the assets of Aluminum Foundry and Pattern Works Ltd. and not in his personal capacity.

600 de Maisonneuve Blvd. West, suite 1500
Montréal (Québec) H3A 0A3

Attention: Hadrien Leroy, CPA, CA

1. _____
(Name of the party issuing Proposal)

2. _____
(Address of Party)

3. _____
(Person to be contacted) (Phone number) (Fax number)

4.	Amount offered Lot 1 Production Equipment	_____	\$
	Amount offered Lot 2 Motor vehicles	_____	\$
	Amount offered Lot 3 Office furniture	_____	\$

5. Please find enclosed my (our) certified check / my (our) bank draft payable to KPMG - Receiver of the assets of Aluminum Foundry and Pattern Works Ltd. of an amount of \$ _____ which corresponds to 15% of the total above given.

Conditions :

6. This Proposal is submitted pursuant the Terms and Conditions of Sale prepared by KPMG INC., in its capacity which corresponds to 15% of the total above given conditions included in the Information Memorandum dated April 7, 2014.

Authorized signing Officer

Date