

INVITATION FOR OFFERS TO PURCHASE

“Specialty Spa Equipment”

TCL Asset Group Inc. (TCL), in its capacity as Agent for the Vendor, will consider written Offers to Purchase the following Assets contained in Schedule ‘B’ - ‘List of Assets available for Sale’, pursuant to these Terms and Conditions of Sale:

Specialty Spa Equipment: More particularly described in Schedule ‘B’ - ‘List Of Assets Available For Sale’, and hereinafter referred to as the ‘Assets’.

1. Offers to Purchase must be in writing, in the required ‘Form of Offer to Purchase’ attached hereto as Schedule ‘C’. The Vendor reserves the right to reject any offers not in the form of Schedule ‘C’.
2. Offers to Purchase the Assets may be submitted as follows:
 - **‘En Bloc’** - i.e. Offers to Purchase together, ‘En Bloc’, all Assets contained in Schedule ‘B’ - ‘List of Assets available for Sale’
 - **‘Piece by Piece’** – i.e. Offers to Purchase, ‘Piece by Piece’, certain assets contained in Schedule ‘B’ – ‘List of Assets available for Sale’
3. All sales are in **CANADIAN FUNDS**.
4. Cheques or drafts accompanying Offers that are not accepted by the Vendor shall be returned, without interest, to the Offeror.
5. There can be no sale of the purchased Assets conducted by the Purchaser at the premises.
6. Upon acceptance of the Offer to Purchase by the Vendor, the Offer to Purchase together with Schedule ‘A’ - Terms and Conditions of Sale, Etc., which shall be deemed to form part of such Offer, shall constitute a binding agreement of Purchase and Sale with the Purchaser.
7. Acceptance of the Offer to Purchase is subject to confirmation and approval of the Vendor. The highest or any Offer to Purchase need not necessarily be accepted. No person shall vary, retract, withdraw or countermand his Offer to Purchase before notification of acceptance or rejection of the Offer. The Vendor reserves the right to terminate the sales process at any time prior to closing.
8. All sales will be on an “as is, where is” basis. Any Offer to Purchase will be accepted on the basis that the Purchaser has inspected the Assets, and no warranty, guarantee, or condition of the Assets is expressed or implied by TCL or the Vendor as to description, size, condition, quality, quantity, or in any way whatsoever, and any descriptive material provided, and attached hereto.

Schedule ‘B’ - ‘List of Assets Available for Sale’, is provided solely for the convenience of prospective purchasers and is not warranted to be complete or accurate. The Purchaser shall be deemed to have relied entirely on his own inspection and investigation concerning the Assets and their description and condition; and he is purchasing and accepts the Assets on an ‘as is, where is’ basis, and condition.

9. **The purchase price is payable as follows:**
For the purchase of the Assets ‘En Bloc’ or ‘Piece by Piece’.

The successful Offeror shall pay the balance of the purchase price forthwith to TCL, in cash, bank draft, certified cheque, or equivalent.

The Purchaser shall on the closing date pay in addition to the Gross Purchase Price set out in his offer all applicable Sales Taxes, and Goods and Services Tax, etc., and shall indemnify and save the Vendor harmless, with respect to any liability therefor.

10. Prior to the closing date, the Purchaser must provide all necessary valid Exemption Certificates and documentation to be exempt from any applicable taxes, otherwise the appropriate taxes will be added to the amount of the Offer and shall be payable by the Purchaser on closing.
11. Prior to closing, the Assets shall be and remain in the possession of and at the risk of the Vendor, and the Vendor will hold all policies of insurance effected thereon and the proceeds thereof, in trust for the Vendor and the Purchaser as their respective interests may appear.
12. The Purchaser shall be entitled to possession of the Assets upon closing of this transaction, and upon payment in full of the Gross Purchase Price, plus applicable taxes, and all other payments to be made by the Purchaser pursuant to the Agreement of Purchase and Sale, from which date the Purchaser shall assume all the risks and responsibilities in connection therewith. The Purchaser shall take possession of the Assets as they exist on the date on which the Agreement of Purchase and Sale is completed, and the balance of the purchase price is paid in full.
13. Upon completion of the Agreement of Purchase and Sale, the Purchaser shall be entitled to such deeds, bills of sale, or assignments that the Vendor, acting reasonably, may consider necessary to convey all its right, title and interest in and to the said Assets to the said Purchaser, and these documents shall contain covenants of the Vendor that he has the right to convey and has done no act to encumber the Assets being sold.
14. The Purchaser shall at his own expense be solely responsible for removing the Assets from their present location. Arrangements may be made to have the assets delivered to the Purchasers desired location, but at the expense of the Purchaser only. The Purchaser shall hold TCL and the Vendor harmless and indemnify them from and against any and all claims and demands that may, at any time, be made against TCL and the Vendor in respect of the Purchaser's action in removing the Assets or failure to remove from its present location. The Purchaser acknowledges that he will be responsible for removing the Purchased Assets from the premises within 5 days after notification of acceptance of the Offer to Purchase or release of the machine by the seller, and that no sale of the purchased Assets will be made by the purchaser at the premises.

SCHEDULE "B" - LIST OF ASSETS AVAILABLE FOR SALE

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"Specialty Spa Equipment"

<u>No.</u>	<u>Qty:</u>	<u>Description</u>	<u>Offer Amount</u>
1	1	Eurowave Electro Muscle Stimulation Machine (2007), s/n EW 758, c/w straps, pads, electrodes, power cord.	
2	1	Hartur Hus0 Ultrasonic Cellulite Reduction Machine, s/n 711-01-05, c/w Transformer, Manual, & Promotional Leaflets (<i>Hand Piece Not Included</i>)	
3	<i>Lot</i>	Universal Contour Body Wrap Kit, incl. Warming Unit, Qty. of Tensor Bandages, (2) Protective Lounging Suits, Lab Coat, Qty. of 'Client Cards', Qty. of Promotional Brochures (<i>Sea Clay Not Included</i>)	

SCHEDULE "C" - FORM OF OFFER TO PURCHASE

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We hereby submit the following irrevocable Offer To Purchase, in accordance with and subject to the Terms and Conditions of Sale contained in Schedule "A" annexed hereto and forming part of this Offer.

	<u>Amount of Offer</u>
1. <u>"EN BLOC" OFFER</u> : For all Assets contained in Schedule 'B', in the total amount of	\$ _____
2. <u>"PIECE BY PIECE" OFFER</u> : For the Assets contained in Schedule 'B', in the total amount of	\$ _____
<u>NET PURCHASE PRICE</u>	\$ _____
3. plus 15% buyer's premium on the net purchase price	\$ _____
GROSS PURCHASE PRICE	\$ _____
<u>Plus:</u> 13% Harmonized Sales Tax, where applicable in the amount of	\$ _____
<u>TOTAL PAYABLE IN CANADIAN FUNDS</u>	\$ _____

Name & Position of Offeror: _____

Company _____

Address: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Dated at _____ this _____ day of _____ 2010.

Offeror's Signature

Witness's Signature