

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

Nº: 500-11-057549-194

DATE: July 28, 2021

PRESIDING: THE HONOURABLE PHILIPPE BÉLANGER, J.S.C.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED:**

**9227-1584 QUÉBEC INC.
9336-9262 QUÉBEC INC.**

Debtors

-and-

KPMG INC.

Petitioner / Monitor

-and-

**110302 CANADA INC.
9325-7277 QUÉBEC INC.
9344-8181 QUÉBEC INC.**

-and-

**CAISSE DESJARDINS DE TERREBONNE
GERPRO CONSTRUCTION INC.
A. & J.L. BOURGEOIS LTÉE
GROUPE ABS INC.
EXCAVATION RENÉ ST-PIERRE INC.
ENVIRONNEMENT ROUTIER NRJ INC.
COFFRAGES ATLANTIQUE INC.
PLOMBERIE J. VACHON INC.
STANTEC EXPERTS-CONSEILS LTÉE
LA CORPORATION STECKMAR
SOCIÉTÉ IMMOBILIÈRE GAGNÉ INC.**

-and-

**THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE
REGISTRATION DIVISION OF LAPRAIRIE**

Mises-en-cause

APPROVAL AND VESTING ORDER

- [1] **THE COURT**, upon reading the *Motion for the Issuance of an Approval and Vesting Order with respect to the sale of certain assets* dated July 23, 2021 (the "**Motion**"), of the Petitioner / Monitor, KPMG Inc. (the "**Monitor**" or "**KPMG**"), the affidavit and the exhibits in support thereof;
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of the Petitioner/Monitor's attorneys;
- [4] **SEEING** that it is appropriate to issue an order approving the transaction contemplated by the transaction agreement dated June 30, 2021 (the "**Transaction Agreement**") and homologated by the Court on July 13, 2021, the Promises to Purchase (as defined in the motion) dated July 12, 2021, concluded by and between KPMG, as vendor (the "**Vendor**") and 9325-7277 Québec Inc. and 9344-8181 Québec Inc. as purchasers (the "**Purchasers**"), a copy of which were respectively filed under seal as Exhibits R-4 and R-5 to the Motion, and vesting in the Purchasers all of Vendors' right, title and interest in and to all of the purchased immovables (as more fully described at Section 1.5 of Transaction Agreement as well as at Section 2.3 of the Promises to Purchase, the "**Purchased Immovables**") (the "**Transaction**"); and
- [5] **SEEING** that no creditor has opposed the proposed sale.

FOR THESE REASONS, THE COURT HEREBY:

- [6] **GRANTS** the present Motion.

SERVICE

- [7] **ORDERS** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof;
- [8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

- [9] **ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Promises to Purchase and the Transaction Agreement by the Vendor are hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Monitor.

EXECUTION OF DOCUMENTATION

- [10] **AUTHORIZES** the Monitor and the Purchasers to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Transaction Agreement and the Promises to Purchase (Exhibits R-4 and R-5) and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

- [11] **ORDERS** and **DECLARES** that, subject to the fulfillment or explicit waiver of the terms and conditions of the Transaction Agreement and the Offers to Purchase, this Order shall constitute the only authorization required by the Vendor to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF THE PURCHASED IMMOVABLES

- [12] **ORDERS** and **DECLARES** that upon the issuance of a Monitor's certificate substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Immovables shall vest absolutely and exclusively in and with the Purchasers, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, charges, hypothecs, deemed trusts, judgments, writs of seizure or execution, notices of sale, contractual rights relating to the Purchased Immovables, encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in movable / immovable property, excluding however, the permitted encumbrances and restrictive covenants listed on **Schedule "B"** hereto (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Immovables, other than the Permitted Encumbrances, be cancelled and discharged as against the Purchased Immovables, in each case effective as of the applicable time and date of the Certificate;

- [13] **ORDERS** and **DIRECTS** the Monitor to file with the Court a copy of the Certificate, forthwith after issuance thereof.

CANCELLATION OF SECURITY REGISTRATIONS

- [14] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Laprairie, upon presentation of the Certificate in the form appended as **Schedule "A"** and a certified copy of this Order accompanied by the required application for registration and upon payment of the prescribed fees, to publish this Order and (i) to make an entry on the Land Register showing the Purchasers as the owners of the Purchased Immovables identified in **Schedule "C"** hereto and (ii) to cancel any and all Encumbrances on the Purchased Immovables (other than Permitted Encumbrances), including, without limitation, the registrations published at the said Registry Office listed on **Schedule "D"** hereto.

NET PROCEEDS

- [15] **ORDERS** that the net proceeds from the sale of the Purchased Immovables (the "**Net Proceeds**") shall be remitted to the Monitor and shall be distributed in accordance with applicable legislation and the Steckler Plan, and the notary shall be instructed to remit the Net Proceeds to the Monitor in accordance with this order;
- [16] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Immovables shall stand in the place and stead of the Purchased Immovables, and that upon payment of the Purchase Price (as defined in the Motion) by the Purchasers, all Encumbrances except for the Permitted Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Immovables immediately prior to the sale, as if the Purchased Immovables had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

VALIDITY OF THE TRANSACTION

- [17] **ORDERS** that notwithstanding:
- a) the pendency of these proceedings;
 - b) any assignment in bankruptcy;
 - c) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or otherwise and any order issued pursuant to any such application; or
 - c) the provisions of any federal or provincial legislation;

the vesting of the Purchased Immovables contemplated in this Order, as well as the execution of the Transaction pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Vendor or the Purchasers.

LIMITATION OF LIABILITY

- [18] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the Purchased Immovables. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Immovables within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA;
- [19] **DECLARES** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor shall benefit from the protection arising under the present paragraph.

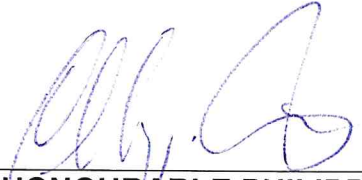
GENERAL

- [20] **ORDERS** that the Purchasers or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances;
- [21] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [22] **ORDERS** that the Promises to Purchase and the Transaction Agreement be kept confidential and under seal until the earlier of a) the closing of the Transaction; or b) further order of this Court;
- [23] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Monitor shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose;
- [24] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America

and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;

[25] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS.



HONOURABLE PHILIPPE BÉLANGER, J.S.C.

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Hearing Date: July 28, 2021

SCHEDULE "A"
DRAFT CERTIFICATE OF THE MONITOR

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF **MONTREAL**

SUPERIOR COURT

Commercial Division

(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C.
1985, c. C-36, as amended)

Nº: 500-11-057549-194

**IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF:**

9227-1584 QUÉBEC INC.

-and-

9336-9262 QUÉBEC INC.

Debtors

-and-

KPMG INC.

Petitioner / Monitor

-and-

110302 CANADA INC.

9325-7277 QUÉBEC INC.

9344-8181 QUÉBEC INC.

-and-

**CAISSE DESJARDINS DE TERREBONNE
GERPRO CONSTRUCTION INC.**

A. & J.L. BOURGEOIS LTÉE

GROUPE ABS INC.

EXCAVATION RENÉ ST-PIERRE INC.

ENVIRONNEMENT ROUTIER NRJ INC.

COFFRAGES ATLANTIQUE INC.

PLOMBERIE J. VACHON INC.

STANTEC EXPERTS-CONSEILS LTÉE

LA CORPORATION STECKMAR

SOCIÉTÉ IMMOBILIÈRE GAGNÉ INC.

-and-

**THE REGISTRAR OF THE LAND REGISTRY
OFFICE OF LAPRAIRIE**

Mises en cause

CERTIFICATE OF THE MONITOR

RECITALS

- A. By an Order of the Québec Superior Court (Commercial Division) (the “**Court**”) dated November 22, 2019 (as amended, restated or rectified from time to time, the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) in the proceedings bearing Court File No. 500-11-057549-194 (the “**CCAA Proceedings**”), 9227-1584 Québec Inc. and 9336-9262 Québec Inc. (collectively, the “**CCAA Parties**”) were added to the CCAA Proceedings and obtained protection from their creditors under the CCAA and KPMG Inc. (the “**Monitor**”) was appointed as Monitor of the CCAA Parties.
- B. Pursuant to an order (the “**Approval and Vesting Order**”) rendered by the Court on July 28, 2021, the transaction contemplated by the Transaction Agreement and the Promises to Purchase, respectively dated as of June 30, 2021, July 12, 2021 (the “**Agreements**”) by and between KPMG, as vendor (the “**Vendor**”), 9325-7277 Québec Inc. and 9344-8181 Québec Inc, as purchasers (the “**Purchasers**”), was authorized and approved, with a view, *inter alia*, to vest in and to the Purchasers, all of the Vendors’ right, title and interest in and to the purchased immovables (as more fully described at Section 1.5 of Transaction Agreement as well as at Section 2.3 of the Promises to Purchase, the “**Purchased Immovables**”).
- C. Each capitalized term used and not defined herein has the meaning given to such term in the Approval and Vesting Order or the *Motion for the Issuance of an Approval and Vesting Order with Respect to the Sale of Certain Assets* (“**Motion**”).
- D. The Approval and Vesting Order provides for the vesting of all of the Vendors’ right, title and interest in and to the Purchased Immovables in the Purchasers, in accordance with the terms of the Approval and Vesting Order and upon the delivery of a certificate (the “**Certificate**”) issued by the Monitor confirming, among other things, that (a) the deeds of sale have been executed and delivered; and (b) the Purchase Price has been paid by the Purchasers; and (c) and all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.
- E. In accordance with the Approval and Vesting Order, the Monitor has the power to authorize, execute and deliver this Certificate.
- F. The Approval and Vesting Order also directed the Monitor to file with the Court, a copy of this Certificate forthwith after issuance thereof.

THEREFORE, THE MONITOR CERTIFIES THAT IT HAS BEEN ADVISED BY THE VENDOR AS TO THE FOLLOWING:

1. The deeds of sale have been executed and delivered;
2. The Purchase Price payable upon the closing of the Transaction and all applicable taxes have been paid; and
3. All conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THIS CERTIFICATE was issued by the Monitor at <TIME> on <*>, 2021.

KPMG Inc., in its capacity as Monitor of the CCAA Parties, and not in its personal or corporate capacity.

By: _____

Name: Dev Coossa

SCHEDULE "B" TO THE APPROVAL AND VESTING ORDER
PERMITTED ENCUMBRANCES

Lot 6 022 120

1. Servitude of non-construction constituted under the terms of a deed received before Me Shalini SANGANI, notary, on the sixteenth day of August two thousand and nineteen (August 16, 2019), registered at the Land Registry, registration division of Laprairie, under registration number 24 836 059; the servient land is Lot SIX MILLION TWO HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED AND SEVENTY (Lot 6 294 370) of the Cadastre of Québec.

SCHEDULE "C" TO THE APPROVAL AND VESTING ORDER

PURCHASED IMMOVABLES

All rights, title and interest in the following Purchased Immovables known and designated as:

- i) Lot number SIX MILLION TWENTY-TWO THOUSAND ONE HUNDRED AND NINETEEN (6 022 119) of the Cadastre of Québec, Registration Division of Laprairie;
- ii) Lot number SIX MILLION TWENTY-TWO THOUSAND ONE HUNDRED AND TWENTY (6 022 120) of the Cadastre of Québec, Registration Division of Laprairie;
- iii) Lot number SIX MILLION TWENTY-TWO THOUSAND ONE HUNDRED AND TWENTY-ONE (6 022 121) of the Cadastre of Québec, Registration Division of Laprairie;
- iv) Lot number SIX MILLION TWENTY-TWO THOUSAND ONE HUNDRED AND TWENTY-TWO (6 022 122) of the Cadastre of Québec, Registration Division of Laprairie;
- v) Lot number SIX MILLION TWO HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED AND SEVENTY-ONE (6 294 371) of the Cadastre of Québec, Registration Division of Laprairie;
- vi) Lot number SIX MILLION SEVENTY-THREE THOUSAND SIX HUNDRED AND SIXTY-FIVE (6 073 665) of the Cadastre of Québec, Registration Division of Laprairie;
- vii) Lot number SIX MILLION SEVENTY-THREE THOUSAND SIX HUNDRED AND NINETY-THREE (6 073 693) of the Cadastre of Québec, Registration Division of Laprairie;
- viii) Lot number SIX MILLION SEVENTY-THREE THOUSAND SIX HUNDRED AND NINETY-FOUR (6 073 694) of the Cadastre of Québec, Registration Division of Laprairie.

SCHEDULE "D" TO THE APPROVAL AND VESTING ORDER
ENCUMBRANCES ON THE PURCHASED IMMOVABLES TO BE DISCHARGED

Lot 6 022 119

1. Hypothec in favour of Caisse Desjardins de Terrebonne registered at the Land Registry, registration division of Laprairie, under registration number 23 743 978;
2. Legal hypothec against 9227-1584 Québec Inc. in favour of Gerpro Construction Inc., registered at the Land Registry, registration division of Laprairie, under the registration number 24 799 711, which:
 - a. was partially subrogated by Gerpro Construction Inc. in favour of La Corporation Steckmar on September sixteen, two thousand and nineteen (September 16, 2019), as published in the aforementioned office of the publication of rights under the number 24 906 427;
 - b. was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December six, two thousand and nineteen (December 6, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 101 343; and
 - c. was partially subrogated by Gerpro Construction Inc. in favour of La Corporation Steckmar on December twenty-three, two thousand and nineteen (December 23, 2019), as published in the aforementioned office of the publication of rights under the number 25 131 701;
3. Legal hypothec against 9227-1584 Québec Inc. in favour of A. & J.L. Bourgeois Ltée, registered at the Land Registry, registration division of Laprairie under registration number 24 841 372, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on October eighteen, two thousand and nineteen (October 18, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 24 985 433;
4. Legal hypothec against 9227-1584 Québec Inc. in favour of Groupe ABS Inc., registered at the Land Registry, registration division of Laprairie under registration number 24 963 906, which was the subject of a notice of exercise of a sale under control of justice against 9227-1584 Québec Inc. and KPMG Inc., signed under private agreement on April eight, two thousand and twenty (April 8, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 340 120;
5. Legal hypothec against 9227-1584 Québec Inc. in favour of Excavation René St-Pierre Inc., registered at the Land Registry, registration division of Laprairie under

registration number 24 973 604, which was the subject of a notice of exercise of a sale under control of justice against 9227-1584 Québec Inc. and KPMG Inc., signed under private agreement on April eight, two thousand and twenty (April 8, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 340 122;

6. Legal hypothec against 9227-1584 Québec Inc. in favour of Environnement Routier NRJ Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 072 283, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December twenty-three, two thousand and nineteen (December 23, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 147 344;
7. Legal hypothec against 9227-1584 Québec Inc. and Construction Gerpro Inc. in favour of Coffrages Atlantique Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 084 196, which was the subject of a notice of exercise of a sale under control of justice against 9227-1584 Québec Inc. and Construction Gerpro Inc., signed under private agreement on January seven, two thousand and twenty (January 7, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 144 420;
8. Legal hypothec against 9227-1584 Québec Inc. in favour of Construction Gerpro Inc. / Gerpro Construction Inc. registered at the Land Registry, registration division of Laprairie under registration number 25 086 141, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December six, two thousand and nineteen (December 6, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 101 343;
9. Legal hypothec against 9227-1584 Québec Inc. in favour of Gerpro Construction Inc. / Gerpro Construction Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 086 142, which:
 - a. was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December six, two thousand and nineteen (December 6, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 101 343; and
 - b. was partially subrogated by Gerpro Construction Inc. in favour of La Corporation Steckmar on December twenty-three, two thousand and nineteen (December 23, 2019), as published in the aforementioned office of the publication of rights under the number 25 131 701;

10. Legal hypothec against 9227-1584 Québec Inc. and Construction Gerpro Inc. in favour of Plomberie J. Vachon Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 141 030, which was the subject of a notice of exercise of a sale under control of justice against 9227-1584 Québec Inc. and Construction Gerpro Inc., signed under private agreement on June nine, two thousand and twenty (June 9, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 467 810;
11. Legal hypothec against 9227-1584 Québec Inc. in favour of Stantec Experts-Conseils Ltée, registered at the Land Registry, registration division of Laprairie under registration number 25 225 252, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on September twenty-eight, two thousand and twenty (September 28, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 736 426;
12. Legal hypothec against 9227-1584 Québec Inc. in favour of A. & J.L. Bourgeois Ltée, registered at the Land Registry, registration division of Laprairie under registration number 25 460 281, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on November four, two thousand and twenty (November 4, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 853 838.

Lot 6 022 120

13. Legal hypothec against 9227-1584 Québec Inc. in favour of Gerpro Construction Inc., registered at the Land Registry, registration division of Laprairie under registration number 24 799 711, which:
 - a. was partially subrogated by Gerpro Construction Inc. in favour of La Corporation Steckmar on September sixteen, two thousand and nineteen (September 16, 2019), as published in the aforementioned office of the publication of rights under the number 24 906 427;
 - b. was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December six, two thousand and nineteen (December 6, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 101 343; and
 - c. was partially subrogated by Gerpro Construction Inc. in favour of La Corporation Steckmar on December twenty-three, two thousand and nineteen (December 23, 2019), as published in the aforementioned office of the publication of rights under the number 25 131 701;

14. Legal hypothec against 9227-1584 Québec Inc. in favour of A. & J.L. Bourgeois Ltée, registered at the Land Registry, registration division of Laprairie under registration number 24 841 372, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on October eighteen, two thousand and nineteen (October 18, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 24 985 433;
15. Legal hypothec against 9227-1584 Québec Inc. in favour of Groupe ABS Inc., registered at the Land Registry, registration division of Laprairie under registration number 24 963 906, which was the subject of a notice of exercise of a sale under control of justice against 9227-1584 Québec Inc. and KPMG Inc., signed under private agreement on April eight, two thousand and twenty (April 8, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 340 120;
16. Legal hypothec against 9227-1584 Québec Inc. in favour of Excavation René St-Pierre Inc., registered at the Land Registry, registration division of Laprairie under registration number 24 973 604, which was the subject of a notice of exercise of a sale under control of justice against 9227-1584 Québec Inc. and KPMG Inc., signed under private agreement on April eight, two thousand and twenty (April 8, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 340 122;
17. Legal hypothec against 9227-1584 Québec Inc. in favour of Environnement Routier NRJ Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 072 283, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December twenty-three, two thousand and nineteen (December 23, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 147 344;
18. Legal hypothec against 9227-1584 Québec Inc. and Construction Gerpro Inc. in favour of Coffrages Atlantique Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 084 196, which was the subject of a notice of exercise of a sale under control of justice against 9227-1584 Québec Inc. and Construction Gerpro Inc., signed under private agreement on January seven, two thousand and twenty (January 7, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 144 420;
19. Legal hypothec against 9227-1584 Québec Inc. in favour of Construction Gerpro Inc. / Gerpro Construction Inc. registered at the Land Registry, registration division of Laprairie under registration number 25 086 141, which was the subject of a

notice of exercise of a sale under control of justice signed under private agreement on December six, two thousand and nineteen (December 6, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 101 343;

20. Legal hypothec against 9227-1584 Québec Inc. in favour of Gerpro Construction Inc. / Gerpro Construction Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 086 142, which:

- a. was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December six, two thousand and nineteen (December 6, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 101 343; and
- b. was partially subrogated by Gerpro Construction Inc. in favour of La Corporation Steckmar on December twenty-three, two thousand and nineteen (December 23, 2019), as published in the aforementioned office of the publication of rights under the number 25 131 701;

21. Legal hypothec against 9227-1584 Québec Inc. and Construction Gerpro Inc. in favour of Plomberie J. Vachon Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 141 030, which was the subject of a notice of exercise of a sale under control of justice against 9227-1584 Québec Inc. and Construction Gerpro Inc., signed under private agreement on June nine, two thousand and twenty (June 9, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 467 810;

22. Legal hypothec against 9227-1584 Québec Inc. in favour of Stantec Experts-Conseils Ltée, registered at the Land Registry, registration division of Laprairie under registration number 25 225 252, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on September twenty-eight, two thousand and twenty (September 28, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 736 426;

23. Legal hypothec against 9227-1584 Québec Inc. in favour of A. & J.L. Bourgeois Ltée, registered at the Land Registry, registration division of Laprairie under registration number 25 460 281, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on November four, two thousand and twenty (November 4, 2020) a copy of which is published in the aforementioned office of the publication of rights under the number 25 853 838.

24. Hypothec in favour of Société Immobilière Gagné Inc. registered at the Land Registry, registration division of Laprairie under registration number 22 775 349;
25. Legal hypothec against 9227-1584 Québec Inc. in favour of Environnement Routier NRJ Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 072 283, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December twenty-three, two thousand and nineteen (December 23, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 147 344.

Lot 6 022 122

26. Charge and hypothec in favour of Société Immobilière Gagné Inc. registered at the Land Registry, registration division of Laprairie under registration number 22 775 349;
27. Legal hypothec against 9227-1584 Québec Inc. in favour of Environnement Routier NRJ Inc., registered at the Land Registry, registration division of Laprairie under registration number 25 072 283, which was the subject of a notice of exercise of a sale under control of justice signed under private agreement on December twenty-three, two thousand and nineteen (December 23, 2019) a copy of which is published in the aforementioned office of the publication of rights under the number 25 147 344;

Lot 6 073 665

28. Charge and hypothec in favour of Société Immobilière Gagné Inc. registered at the Land Registry, registration division of Laprairie under registration number 22 775 349.

Lot 6 073 693

29. Hypothec in favour of Caisse Desjardins de Terrebonne registered at the Land Registry, registration division of Laprairie under registration number 23 743 978.

Lot 6 073 694

30. Hypothec in favour of Caisse Desjardins de Terrebonne registered at the Land Registry, registration division of Laprairie under registration number 23 743 978.