

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF SAINT-FRANÇOIS
No. 450-11-000012-215
DATE: February 18, 2022

PRESIDING : THE HONOURABLE GAÉTAN DUMAS, J.S.C.

IN THE MATTER OF THE RECEIVERSHIP OF:

SOCIÉTÉ EN COMMANDITE INDUSTRIEL-LÉGER

-and-

9058-0150 QUÉBEC INC.

Debtors

-and-

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

-and-

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

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(Québec)**

Mis-en-Cause

-and-

FWCU CAPITAL CORP.

Secured Creditor

-and-

MNPLTD LTD.

Receiver/PETITIONER

-and-

KANWAL INC.

Mis-en-Cause

-and-

9286-2929 QUÉBEC INC.

-and-

CONSOLIDATED CAPITAL G.P.

Secured Creditor

APPROVAL AND VESTING ORDER

- [1] **ON READING** the *Application for the Issuance of an Approval, Vesting and Assignment Order and Other Ancillary Relief* (the "**Application**") by MNP Ltd. (the "**Receiver**"), in its capacity as receiver to the property of Société en commandite Industriel-Léger and 9058-0150 Québec Inc. (collectively, the "**Debtors**"), the affidavit and the exhibits in support thereof, as well as the Report of the Receiver dated February 14, 2022 (the "**Report**");
- [2] **SEEING** the service of the Application;
- [3] **SEEING** the submissions of the Receiver's attorneys and the submissions of other counsel present at the hearing on the Application;
- [4] **SEEING** that it is appropriate to issue an order approving the transaction (the "**Transaction**") contemplated by the agreement entitled *Agreement of Purchase and Sale* entered into on September 21, 2021, as the same was amended by that certain *Partial Waiver and Amending Agreement* dated November 12, 2021, that certain *Second Partial Waiver and Amending Agreement* dated December 23, 2021 and that certain *Waiver and Amending Agreement* dated February 4, 2022, (together, the "**APS**" or "**Purchase Agreement**") by and between the Receiver, as seller, and Lotus Equity Partners Inc. or any of its affiliates (the "**Purchaser**"), as purchaser, copy of which was filed, *under confidential seal*, as Exhibits P-8, P-9, P-10 and P-11 to the Application, and vesting in and to the Purchaser the assets described in **Schedule "A"** hereto (the "**Purchased Assets**").

WHEREFORE THE COURT:

- [5] **GRANTS** the Application;

SERVICE

- [6] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
- [7] **PERMITS** service of this Order at any time and place and by any means whatsoever.
- [8] **ORDERS** that the Receiver will be empowered and authorized, but not obligated to, make any assignment of the Debtors' property for the general benefit of its creditors as allowed under Section 49 of the *Bankruptcy and Insolvency Act* ("**BIA**").

TRANSACTION APPROVAL

- [9] **ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by the Receiver is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed between the Purchaser and the Receiver.

EXECUTION OF DOCUMENTATION

- [10] **AUTHORIZES** the Receiver and the Purchaser 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 Purchase Agreement (Exhibits P-8, P-9, P-10 and P-11) and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

- [11] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Receiver to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

- [12] **ORDERS** and **DECLARES** that upon the issuance of a Receiver's certificate substantially in the form appended as **Schedule "B-1"**, **Schedule "B-2"**, **Schedule "B-3"** or **Schedule "B-4"** hereto (each individually, a "**Certificate**"), all rights, title and interest in and to the Purchased Assets included in such Certificate shall vest absolutely and exclusively in and with the Purchaser, 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 Assets included in such Certificate, 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 or immovable property, excluding however, the permitted encumbrances and restrictive covenants listed on **Schedule "C"** hereto (the "**Permitted**

Encumbrances") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets included in such Certificate, other than the Permitted Encumbrances, be cancelled and discharged as against the Purchased Assets included in such Certificate, in each case effective as of the applicable time and date of the Certificate.

- [13] **ORDERS and DECLARES** that upon the issuance of a Certificate, the rights and obligations of the Debtors under the existing leases and service contracts listed on **Schedule "D"** hereto (the "**Assigned Agreements**") related to the Purchased Assets included in such Certificate are assigned to the Purchaser, which rights and obligations shall be assumed by the Purchaser with liability as of and from the date of the Certificate.
- [14] **DECLARES** that upon issuance of a Certificate, the Transaction with respect to the Purchased Assets included in such Certificate shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*.
- [15] **ORDERS and DIRECTS** the Receiver to serve a copy of this Order to every party to the Assigned Agreements.
- [16] **ORDERS and DIRECTS** the Receiver to file with the Court a copy of the Certificate, forthwith after issuance thereof.

CANCELLATION OF SECURITY REGISTRATIONS

- [17] **ORDERS** the Land Registrar of the Land Registry Office for the Registration Division of Sherbrooke, upon presentation of the Certificate in the form appended as Schedule "**B-1**" 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 to cancel any and all Encumbrances (other than Permitted Encumbrances) on the Purchased Assets included in such Certificate, namely the Garlock Lot 1 395 055 Property, including, without limitation, the following registrations published at the said Land Registry Office:
 - (a) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 15 831 393;
 - (b) the hypothec published at the Land Registry Office for the Registration Division of Sherbrooke under number 22 462 095;
 - (c) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 23 413 873;
 - (d) the hypothec published at the Land Registry Office for the Registration Division of Sherbrooke under number 24 335 181;
 - (e) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 24 358 146;

- (f) the prior notice of exercise of a hypothecary right of sale under judicial authority published at the Land Registry Office for the Registration Division of Sherbrooke under number 25 759 613;
- (a) the notice of lease published at the Land Registry Office for the Registration Division of Sherbrooke under number 23 340 480; and
- (g) the order appointing a receiver published at the Land Registry Office for the Registration Division of Sherbrooke under number 26 210 635.

[18] **ORDERS** the Land Registrar of the Land Registry Office for the Registration Division of Sherbrooke, upon presentation of the Certificate in the form appended as Schedule "B-2" 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 to cancel any and all Encumbrances (other than Permitted Encumbrances) on the Purchased Assets included in such Certificate, namely the Garlock Lot 1 395 054 Propeerty, including, without limitation, the following registrations published at the said Land Registry Office:

- (a) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 15 831 393;
- (b) the hypothec published at the Land Registry Office for the Registration Division of Sherbrooke under number 22 462 095;
- (c) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 23 413 873;
- (d) the hypothec published at the Land Registry Office for the Registration Division of Sherbrooke under number 24 335 181;
- (e) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 24 358 146;
- (b) the prior notice of exercise of a hypothecary right of sale under judicial authority published at the Land Registry Office for the Registration Division of Sherbrooke under number 25 759 613; and
- (f) the order appointing a receiver published at the Land Registry Office for the Registration Division of Sherbrooke under number 26 210 635.

[19] **ORDERS** the Land Registrar of the Land Registry Office for the Registration Division of Sherbrooke, upon presentation of the Certificate in the form appended as Schedule "B-3" 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 to cancel any and all Encumbrances (other than Permitted Encumbrances) on the Purchased Assets included in such Certificate, namely the Industrial Sherbrooke Property, including, without limitation, the following registrations published at the said Land Registry Office:

- (a) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 15 831 393;
- (b) the hypothec published at the Land Registry Office for the Registration Division of Sherbrooke under number 22 462 095;
- (c) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 23 413 873;
- (d) the hypothec published at the Land Registry Office for the Registration Division of Sherbrooke under number 24 335 181;
- (e) the cession of rank published at the Land Registry Office for the Registration Division of Sherbrooke under number 24 358 146;
- (c) the prior notice of exercise of a hypothecary right of sale under judicial authority published at the Land Registry Office for the Registration Division of Sherbrooke under number 25 759 612 ; and
- (f) the order appointing a receiver published at the Land Registry Office for the Registration Division of Sherbrooke under number 26 210 635.

[20] **ORDERS** the Land Registrar of the Land Registry Office for the Registration Division of Stanstead, upon presentation of the Certificate in the form appended as **Schedule "B-4"** 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 to cancel any and all Encumbrances (other than Permitted Encumbrances) on the Purchased Assets included in such Certificate, namely the Industrial Magog Property, including, without limitation, the following registrations published at the said Land Registry Office:

- (a) the cession of rank published at the Land Registry Office for the Registration Division of Stanstead under number 18 515 441;
- (b) the hypothec published at the Land Registry Office for the Registration Division of Stanstead under number 22 462 095;
- (c) the hypothec published at the Land Registry Office for the Registration Division of Stanstead under number 23 414 584;
- (d) the cession of rank published at the Land Registry Office for the Registration Division of Stanstead under number 23 436 001;
- (e) the cession of rank published at the Land Registry Office for the Registration Division of Stanstead under number 24 213 234;
- (f) the hypothec published at the Land Registry Office for the Registration Division of Stanstead under number 24 335 181;
- (g) the cession of rank published at the Land Registry Office for the Registration Division of Stanstead under number 24 355 931;

- (h) the prior notice of exercise of a hypothecary right of sale under judicial authority published at the Land Registry Office for the Registration Division of Stanstead under number 25 759 663; and
- (i) the order appointing a receiver published at the Land Registry Office for the Registration Division of Stanstead under number 26 210 635.

REDUCTION OF SECURITY REGISTRATIONS

- [21] **ORDERS** the Quebec Personal and Movable Real Rights Registrar (“**RDPRM**”), upon presentation of the required form with a true copy of this Order and a Certificate, to reduce the scope of the following registration numbers in connection with the Purchased Asset included in such Certificate in order to allow the transfer to the Purchaser of the Purchased Assets included in such Certificate free and clear of such registrations:
- (a) the conventional hypothec without delivery published at the RDPRM on July 8, 2016 under number 16-0657233-0002;
 - (b) the conventional hypothec without delivery published at the RDPRM on October 6, 2017 under number 17-1065912-0001; and
 - (c) the conventional hypothec without delivery published at the RDPRM on February 28, 2019 under number 19-0195673-0003.

NET PROCEEDS

- [22] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall be remitted to the Receiver and shall be distributed in accordance with applicable legislation.
- [23] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, 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 Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

LIMITATION OF LIABILITY


- [24] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA.

- [25] **DECLARES** that no action lies against the Receiver 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 Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph.

GENERAL

- [26] **ORDERS** that the Purchaser or the Receiver shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.
- [27] **ORDERS** that the Purchase Agreement be kept confidential and under seal until the earlier of a) the closing of the Transaction; or b) further order of this Court.
- [28] **ORDERS** that the Assigned Agreements listed on Schedule "D" hereto and Appendices B, C, D, E and F in support of the Report be kept confidential and under seal until further order of this Court.
- [29] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [30] **DECLARES** that the Receiver 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 Receiver 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 Receiver as may be deemed necessary or appropriate for that purpose.
- [31] **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.
- [32] **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.



GAËTAN DUMAS, J.S.C.

SCHEDULE "A"
DESCRIPTION OF THE PURCHASED ASSETS

The "Purchased Assets" means the following:

1. The following Property:
 - a. an immovable property known and designated as lot ONE MILLION THREE HUNDRED NINETY-FIVE THOUSAND AND FIFTY-FIVE (1 395 055) of the Cadastre of Quebec, registration division of Sherbrooke, with the building thereon erected, bearing civic addresses 4220-4248 Garlock Street, Sherbrooke, Province of Quebec (the "**Garlock Lot 1 395 055 Property**");
 - b. an immovable property known and designated as lot ONE MILLION THREE HUNDRED NINETY-FIVE THOUSAND AND FIFTY-FOUR (1 395 054) of the Cadastre of Quebec, registration division of Sherbrooke, with the buildings thereon erected, bearing civic addresses (i) 4221-4249 Garlock Street, Sherbrooke, Province of Quebec and (ii) 4253-4283 Garlock Street, Sherbrooke, Province of Quebec (together, the "**Garlock Lot 1 395 054 Property**");
 - c. an immovable property known and designated as lot FIVE MILLION THREE THOUSAND FOUR HUNDRED AND SEVENTY-TWO (5 003 472) of the Cadastre of Quebec, registration division of Sherbrooke, with the building thereon erected, bearing civic addresses 4310-4364 Industrial Boulevard, Sherbrooke, Province of Quebec, J1L 2S8 (the "**Industrial Sherbrooke Property**"); and
 - d. an immovable property known and designated as lots THREE MILLION ONE HUNDRED FORTY-TWO THOUSAND TWO HUNDRED AND THIRTY-EIGHT (3 142 238) and THREE MILLION ONE HUNDRED AND FORTY-TWO THOUSAND TWO HUNDRED AND THIRTY-NINE (3 142 239) of the Cadastre of Quebec, registration division of Stanstead, with the building thereon erected, bearing civic addresses 1426-1428 Industrial Boulevard, Magog, Province of Quebec, J1X 4V9 (the "**Industrial Magog Property**").
2. The rights of the Debtors under the Existing Leases described in Schedule "D", as of and from the date of the Certificate.
3. The rights of the Debtors under the Service Contracts described in Schedule "D", as of and from the date of the Certificate.

SCHEDULE "B-1"
DRAFT CERTIFICATE OF THE RECEIVER

CANADA

**PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS**

SUPERIOR COURT
Commercial Division

File: No: 450-11-000097-208

**IN THE MATTER OF THE RECEIVERSHIP
OF:**

**SOCIÉTÉ EN COMMANDITE INDUSTRIEL-
LÉGER**

-and-

9058-0150 QUÉBEC INC.

Debtors

-and-

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

-and-

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

-and-

**THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS
(Québec)**

Mis-en-Cause

-and-

FWCU CAPITAL CORP.

Secured Creditor

-and-

MNPLTD LTD.

Receiver

-and-

KANWAL INC.

Mis-en-Cause

-and-

9286-2929 QUÉBEC INC.

-and-

CONSOLIDATED CAPITAL G.P.

Secured Creditor

CERTIFICATE OF THE RECEIVER
(GARLOCK LOT 1 395 055 PROPERTY)

RECITALS:

WHEREAS on March 26, 2021, the Superior Court of Quebec (the "**Court**") issued a receivership order (the "**Receivership Order**") pursuant to the *Bankruptcy and Insolvency Act* (the "**Act**") in respect of Société en commandite Industriel-Léger and 9058-0150 Québec Inc. (collectively, the "**Debtors**");

WHEREAS pursuant to the terms of the Receivership Order, MNP Ltd. (the "**Receiver**") was named Receiver of the Debtors;

WHEREAS on February ●, 2022, the Court issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution by the Receiver of an agreement entitled *Agreement of Purchase and Sale* entered into on September 21, 2021, as the same was amended by that certain *Partial Waiver and Amending Agreement* dated November 12, 2021, that certain *Second Partial Waiver and Amending Agreement* dated December 23, 2021 and that certain *Waiver and Amending Agreement* dated February 4, 2022, (together, the "**APS**" or "**Purchase Agreement**") by and between the Receiver, as seller, and Lotus Equity Partners Inc. (the "**Purchaser**"), as purchaser, copy of which was filed in the Court record, and into all the transactions contemplated therein (the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed between the Purchaser and the Receiver;

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Receiver once the (a) the deed of sale contemplated in the Purchase Agreement with respect to an immovable property known and designated as lot ONE MILLION THREE HUNDRED NINETY-FIVE THOUSAND AND FIFTY-FIVE (1 395 055) of the Cadastre of Quebec, registration division of Sherbrooke, with the building thereon erected, bearing civic addresses 4220-4248 Garlock Street, Sherbrooke, Province of Quebec (the "**Garlock Lot 1 395 055 Property**") has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) for the Garlock Lot 1 395 055 Property has been paid by the Purchaser; and (c) all the conditions to the closing of the Transaction with respect to the Garlock Lot 1 395 055 Property have been satisfied or waived by the parties thereto.

THE RECEIVER CERTIFIES THAT:

- (a) the deed of sale contemplated in the Purchase Agreement with respect to the Garlock Lot 1 395 055 Property has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction with respect to the Garlock Lot 1 395 055 Property and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction with respect to the Garlock Lot 1 395 055 Property have been satisfied or waived by the parties thereto.

This Certificate was issued by the Receiver at ____ [TIME] on _____ [DATE].

MNP Ltd. in its capacity as Receiver, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "B-2"
DRAFT CERTIFICATE OF THE RECEIVER

CANADA

**PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS**

File: No: 450-11-000097-208

SUPERIOR COURT
Commercial Division

**IN THE MATTER OF THE RECEIVERSHIP
OF:**

**SOCIÉTÉ EN COMMANDITE INDUSTRIEL-
LÉGER**

-and-

9058-0150 QUÉBEC INC.

Debtors

-and-

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

-and-

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

-and-

**THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS
(Québec)**

Mis-en-Cause

-and-

FWCU CAPITAL CORP.

Secured Creditor

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Receiver

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KANWAL INC.

Mis-en-Cause

-and-

9286-2929 QUÉBEC INC.

-and-

CONSOLIDATED CAPITAL G.P.

Secured Creditor

CERTIFICATE OF THE RECEIVER
(GARLOCK LOT 1 395 054 PROPERTY)

RECITALS:

WHEREAS on March 26, 2021, the Superior Court of Quebec (the "**Court**") issued a receivership order (the "**Receivership Order**") pursuant to the *Bankruptcy and Insolvency Act* (the "**Act**") in respect of Société en commandite Industriel-Léger and 9058-0150 Québec Inc. (collectively, the "**Debtors**");

WHEREAS pursuant to the terms of the Receivership Order, MNP Ltd. (the "**Receiver**") was named Receiver of the Debtors;

WHEREAS on February 9, 2022, the Court issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution by the Receiver of an agreement entitled *Agreement of Purchase and Sale* entered into on September 21, 2021, as the same was amended by that certain *Partial Waiver and Amending Agreement* dated November 12, 2021, that certain *Second Partial Waiver and Amending Agreement* dated December 23, 2021 and that certain *Waiver and Amending Agreement* dated February 4, 2022, (together, the "**APS**" or "**Purchase Agreement**") by and between the Receiver, as seller, and Lotus Equity Partners Inc. (the "**Purchaser**"), as purchaser, copy of which was filed in the Court record, and into all the transactions contemplated therein (the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed between the Purchaser and the Receiver;

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Receiver once the (a) the deed of sale contemplated in the Purchase Agreement with respect to an immovable property known and designated as lot ONE MILLION THREE HUNDRED NINETY-FIVE THOUSAND AND FIFTY-FOUR (1 395 054) of the Cadastre of Quebec, registration division of Sherbrooke, with the buildings thereon erected, bearing civic addresses (i) 4221-4249 Garlock Street, Sherbrooke, Province of Quebec and (ii) 4253-4283 Garlock Street, Sherbrooke, Province of Quebec (together, the "**Garlock Lot 1 395 054 Property**") has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) for the Garlock Lot 1 395 054 Property has been paid by the Purchaser; and (c) all the conditions to the closing of the Transaction with respect to the Garlock Lot 1 395 054 Property have been satisfied or waived by the parties thereto.

THE RECEIVER CERTIFIES THAT:

- (a) the deed of sale contemplated in the Purchase Agreement with respect to the Garlock Lot 1 395 054 Property has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction with respect to the Garlock Lot 1 395 054 Property and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction with respect to the Garlock Lot 1 395 054 Property have been satisfied or waived by the parties thereto.

This Certificate was issued by the Receiver at _____ [TIME] on _____ [DATE].

MNP Ltd. in its capacity as Receiver, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "B-3"
DRAFT CERTIFICATE OF THE RECEIVER

CANADA

PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS

SUPERIOR COURT
Commercial Division

File: No: 450-11-000097-208

IN THE MATTER OF THE RECEIVERSHIP
OF:

SOCIÉTÉ EN COMMANDITE INDUSTRIEL-
LÉGER

-and-

9058-0150 QUÉBEC INC.

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-and-

THE LAND REGISTRAR FOR THE LAND
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SHERBROOKE

-and-

THE LAND REGISTRAR FOR THE LAND
REGISTRY OFFICE FOR THE
REGISTRATION DIVISION OF STANSTEAD

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS
(Québec)

Mis-en-Cause

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FWCU CAPITAL CORP.

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MNPLTD LTD.

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KANWAL INC.

Mis-en-Cause

-and-

9286-2929 QUÉBEC INC.

-and-

CONSOLIDATED CAPITAL G.P.

Secured Creditor

CERTIFICATE OF THE RECEIVER
(INDUSTRIAL SHERBROOKE PROPERTY)

RECITALS:

WHEREAS on March 26, 2021, the Superior Court of Quebec (the "**Court**") issued a receivership order (the "**Receivership Order**") pursuant to the *Bankruptcy and Insolvency Act* (the "**Act**") in respect of Société en commandite Industriel-Léger and 9058-0150 Québec Inc. (collectively, the "**Debtors**");

WHEREAS pursuant to the terms of the Receivership Order, MNP Ltd. (the "**Receiver**") was named Receiver of the Debtors;

WHEREAS on February ●, 2022, the Court issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution by the Receiver of an agreement entitled *Agreement of Purchase and Sale* entered into on September 21, 2021, as the same was amended by that certain *Partial Waiver and Amending Agreement* dated November 12, 2021, that certain *Second Partial Waiver and Amending Agreement* dated December 23, 2021 and that certain *Waiver and Amending Agreement* dated February 4, 2022, (together, the "**APS**" or "**Purchase Agreement**") by and between the Receiver, as seller, and Lotus Equity Partners Inc. (the "**Purchaser**"), as purchaser, copy of which was filed in the Court record, and into all the transactions contemplated therein (the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed between the Purchaser and the Receiver;

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Receiver once the (a) the deed of sale contemplated in the Purchase Agreement with respect to an immovable property known and designated as lot FIVE MILLION THREE THOUSAND FOUR HUNDRED AND SEVENTY-TWO (5 003 472) of the Cadastre of Quebec, registration division of Sherbrooke, with the building thereon erected, bearing civic addresses 4310-4364 Industrial Boulevard, Sherbrooke, Province of Quebec, J1L 2S8 (the "**Industrial Sherbrooke Property**") has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) for the Industrial Sherbrooke Property has been paid by the Purchaser; and (c) all the conditions to the closing of the Transaction with respect to the Industrial Sherbrooke Property have been satisfied or waived by the parties thereto.

THE RECEIVER CERTIFIES THAT:

- (a) the deed of sale contemplated in the Purchase Agreement with respect to the Industrial Sherbrooke Property has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction with respect to the Industrial Sherbrooke Property and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction with respect to the Industrial Sherbrooke Property have been satisfied or waived by the parties thereto.

This Certificate was issued by the Receiver at ____ [TIME] on _____ [DATE].

MNP Ltd. in its capacity as Receiver, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "B-4"
DRAFT CERTIFICATE OF THE RECEIVER

CANADA

**PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS**

SUPERIOR COURT
Commercial Division

File: No: 450-11-000097-208

**IN THE MATTER OF THE RECEIVERSHIP
OF:**

**SOCIÉTÉ EN COMMANDITE INDUSTRIEL-
LÉGER**

-and-

9058-0150 QUÉBEC INC.

Debtors

-and-

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

-and-

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

-and-

**THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS
(Québec)**

Mis-en-Cause

-and-

FWCU CAPITAL CORP.

Secured Creditor

-and-

MNPLTD LTD.

Receiver

-and-

KANWAL INC.

Mis-en-Cause

-and-

9286-2929 QUÉBEC INC.

-and-

CONSOLIDATED CAPITAL G.P.

Secured Creditor

CERTIFICATE OF THE RECEIVER

(INDUSTRIAL MAGOG PROPERTY)

RECITALS:

WHEREAS on March 26, 2021, the Superior Court of Quebec (the "**Court**") issued a receivership order (the "**Receivership Order**") pursuant to the *Bankruptcy and Insolvency Act* (the "**Act**") in respect of Société en commandite Industriel-Léger and 9058-0150 Québec Inc. (collectively, the "**Debtors**");

WHEREAS pursuant to the terms of the Receivership Order, MNP Ltd. (the "**Receiver**") was named Receiver of the Debtors;

WHEREAS on February 9, 2022, the Court issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution by the Receiver of an agreement entitled *Agreement of Purchase and Sale* entered into on September 21, 2021, as the same was amended by that certain *Partial Waiver and Amending Agreement* dated November 12, 2021, that certain *Second Partial Waiver and Amending Agreement* dated December 23, 2021 and that certain *Waiver and Amending Agreement* dated February 4, 2022, (together, the "**APS**" or "**Purchase Agreement**") by and between the Receiver, as seller, and Lotus Equity Partners Inc. (the "**Purchaser**"), as purchaser, copy of which was filed in the Court record, and into all the transactions contemplated therein (the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed between the Purchaser and the Receiver;

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Receiver once the (a) the deed of sale contemplated in the Purchase Agreement with respect to an immovable property known and designated as lots THREE MILLION ONE HUNDRED FORTY-TWO THOUSAND TWO HUNDRED AND THIRTY-EIGHT (3 142 238) and THREE MILLION ONE HUNDRED AND FORTY-TWO THOUSAND TWO HUNDRED AND THIRTY-NINE (3 142 239) of the Cadastre of Quebec, registration division of Stanstead, with the building thereon erected, bearing civic addresses 1426-1428 Industrial Boulevard, Magog, Province of Quebec, J1X 4V9 (the "**Industrial Magog Property**") has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) for the Industrial Magog Property has been paid by the Purchaser; and (c) all the conditions to the closing of the Transaction with respect to the Industrial Magog Property have been satisfied or waived by the parties thereto.

THE RECEIVER CERTIFIES THAT:

- (a) the deed of sale contemplated in the Purchase Agreement with respect to the Industrial Magog Property has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction with respect to the Industrial Magog Property and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction with respect to the Industrial Magog Property have been satisfied or waived by the parties thereto.

This Certificate was issued by the Receiver at _____ **[TIME]** on _____ **[DATE]**.

MNP Ltd. in its capacity as Receiver, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "C"
PERMITTED ENCUMBRANCES

1. All servitudes, rights of way, easements or reservations affecting the Property (as defined in the Purchase Agreement) including servitudes or reserves regarding mining rights, and including any unregistered servitudes or rights of way which affect the land, including but not limited to the right of public utilities to occupy a part of the Property to install any circuits, poles and necessary equipment required for the connection or the network.
2. Any servitude or right-of-way in favour of any public utility.
3. Zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities.
4. Encroachments, title defects, irregularities and other matters disclosed by any survey or certificate of location made available to the Purchaser by the Receiver or which would be disclosed by an up-to-date survey or certificate of location.
5. The Existing Leases (as defined in the Purchase Agreement) and memorials or notices thereof, including registered leases, memorials of lease or notices of lease with respect to expired or terminated leases.

SCHEDULE "D"
ASSIGNED AGREEMENTS

1. Existing Leases

Property	Address	Local	Tenant	End Date*
Garlock Lot 1 395 055	4220-4248 Garlock Street, Sherbrooke J1L 2C8	4220-4248	N/A	N/A

Property	Address	Local	Tenant	End Date*
Garlock Lot 1 395 054	4253-4283 Garlock Street, Sherbrooke J1L 2C8	4253 & 4259	Bercor Industriel inc.	2023-05-31
Garlock Lot 1 395 054	4253-4283 Garlock Street, Sherbrooke J1L 2C8	4267 & 4263	9393-9023 Québec inc.	2025-03-12
Garlock Lot 1 395 054	4253-4283 Garlock Street, Sherbrooke J1L 2C8	4275	Les Aliments Jardi inc.	2022-09-30
Garlock Lot 1 395 054	4253-4283 Garlock Street, Sherbrooke J1L 2C8	4279	N/A	N/A

Property	Address	Local	Tenant	End Date*
Industrial Sherbrooke	4310-4364 boul. Industriel, Sherbrooke J1L 2S8	4350	Les Pétroles Sherbrooke inc.	2024-10-31
Industrial Sherbrooke	4310-4364 boul. Industriel, Sherbrooke J1L 2S8	4310	Magbrooke Fourniture Industrielle	2023-04-30
Industrial Sherbrooke	4310-4364 boul. Industriel, Sherbrooke J1L 2S8	4314-4320	Magbrooke Fourniture Industrielle	2022-07-31
Industrial Sherbrooke	4310-4364 boul. Industriel, Sherbrooke J1L 2S8	4330	Les Technologies Affutech 3000 inc.	2024-03-31
Industrial Sherbrooke	4310-4364 boul. Industriel, Sherbrooke J1L 2S8	4334	Atlantis Pompe Ste-Foy Inc.	2023-12-31
Industrial Sherbrooke	4310-4364 boul. Industriel, Sherbrooke J1L 2S8	4336	Le Réparateur	2023-08-31
Industrial Sherbrooke	4310-4364 boul. Industriel, Sherbrooke J1L 2S8	4352 & 4364	Les Distributions Jean-Paul Huard inc.	2024-09-30

Property	Address	Local	Tenant	End Date*
Industrial Magog	1426-1428 boul. Industriel, Magog J1Z 4V9	1426	EKIP Innovations Inc.	2023-02-28

*subject to any renewal option

2. Service Contracts

Property	Address	Supplier	Type of Contract
Garlock Lot 1 395 055 Garlock Lot 1 395 054	4220-4248 & 4221-4283 Garlock Street, Sherbrooke J1L 2C8	164983 Canada Inc.	Snow removal

Property	Address	Supplier	Type of Contract
Industrial Sherbrooke	4310-4352 boul. Industriel, Sherbrooke J1L 2S8	164983 Canada Inc.	Snow removal
Industrial Sherbrooke	4310-4352 boul. Industriel, Sherbrooke J1L 2S8	Sisco Sécurité Inc.	Maintenance

SEE ATTACHED DOCUMENTS (UNDER SEAL)