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CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF GATINEAU

**SUPERIOR COURT**  
*Commercial Division*

Division No : **06 - Gatineau**  
Court No : **550-11-018614-231**  
Estate No : **41-344833**

**IN THE MATTER OF THE RECEIVERSHIP OF:** **9249206 CANADA INC.**, a body duly incorporated according to law, having its head office and principal place of business at 148 rue de Maremme, in the city of Gatineau, province of Québec, J9J 0R4.

*Debtor*

- AND -

**KPMG INC.**, 600, boul. de Maisonneuve Ouest, bureau 1500, Montréal, province of Québec H3A 0A3.

*Receiver*

## **FIRST REPORT OF THE RECEIVER ON THE BUSINESS AND FINANCES OF THE DEBTOR**

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*(Sections 243 et seq. of the Bankruptcy and Insolvency Act, R.S.C., 1995, c. B-3)*

March 7, 2024



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## INTRODUCTION

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1. On July 21, 2023, and rectified on July 26, 2023 (the “**Receivership Date**”), upon application by Maynbridge Capital Inc. (“**Maynbridge**”), KPMG Inc. (“**KPMG**”) was appointed as receiver (the “**Receiver**”) pursuant to an order (the “**Receivership Order**”) of the Quebec Superior Court (the “**Court**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), to the property of 9249206 Canada Inc. (the “**Debtor**”, the “**Company**” or “**924**”); particularly, the immovable properties bearing lot numbers 5 397 010, 5 397 011 and 5 397 012 of the Official Cadastre of Quebec, Land Registry Division of Hull (collectively, the “**Property**”).
2. The Notice and Statement of Receiver prepared in these proceedings and dated July 28, 2023, is attached hereto as **Appendix “A”**.

## PURPOSE OF REPORT

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3. This is the Receiver’s first report to the Court (the “**First Report**”) with the intent to provide this Honourable Court with information pertaining to:
  - a. a brief overview and background of the Company;
  - b. a summary of the initial activities of the Receiver since the Receivership Date; and
  - c. the Receiver’s conclusions and recommendations and information pertaining to the Receiver’s application for an order of the Court (the “**Mar 13 Order**”) seeking the following:
    - i. approval of the conduct and activities of the Receiver since the Receivership Date in these receivership proceedings (the “**Proceedings**”);
    - ii. approval of the proposed auction process (the “**Auction**”) in accordance with the outlined rules (the “**Auction Rules**”), attached as **Appendix “B”**;
    - iii. A declaration requiring the sole director, officer and shareholder of the Company, Mr. Pascal Proulx (“**Mr. Proulx**”), to comply with all obligations imposed by the Receivership Order, including without limitation, providing previously requested records and information of the Company to the Receiver;
    - iv. approval of the increase of the administrative charge (the “**Administrative Charge**”) to an aggregate of \$150,000, due to additional complexities of the Proceedings;
    - v. approval of the interim statement of receipts and disbursements (the “**Interim SRD**”) incurred during the period of July 21, 2023, to February 28, 2024 (the “**SRD Period**”); and
    - vi. Sealing the Information Under Seal, as defined herein.



## QUALIFICATIONS & TERMS OF REFERENCE

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4. All materials filed with the Court and all orders granted by the Court in connection with these Proceedings will be made available to creditors and other interested parties in electronic format on the Receiver's website at, which is accessible via the following URL: [kpmg.com/ca/9249206](http://kpmg.com/ca/9249206) (the "Receiver's Website").
5. In preparing this First Report and making the comments herein, the Receiver has relied upon conversations with, and certain records and information obtained from, other third-party sources (collectively, the "Information"). The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
6. Certain information referred to in this First Report is based on estimates and assumptions. Such estimates and assumptions are, by their nature, not ascertainable and, as a consequence, no assurance can be provided regarding the forecasted or projected results. The reader is cautioned that the actual results will likely vary from the forecasts or projections, even if the assumptions materialize, and the variations could be significant.
7. The Receiver has prepared this First Report in connection with the motion scheduled to be heard on March 13, 2024. This First Report should not be relied on for other purposes.
8. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

## BACKGROUND

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9. The Debtor was a single purpose corporation created to acquire and develop a real estate project on the Property, which is comprised of 41.5 acres of vacant land in Gatineau, Quebec.
10. As at the Receivership Date, Maynbridge Capital Inc. ("Maynbridge") held a first-ranking immovable hypothec over the Property by way of a credit agreement (the "Credit Agreement") entered into on December 21, 2021, pursuant to which a credit facility with a maximum amount of \$5,186,478.35 was made available to the Debtor with a maturity date of December 22, 2022, or 12 months from the date of the disbursements of the funds (the "Loan").



11. In May 2022, Maynbridge received a partial payment of the Loan; however, the Debtor subsequently defaulted on the Loan through a cross default under the Credit Agreement through a co-guarantor (the “**Cross Default**”), thereby causing the Cross Default clause to be triggered.
12. Through discussions and negotiations with the Debtor, Maynbridge agreed to forbear on exercising rights under the security credit agreement and the Debtor entered into a forbearance agreement (the “**Forbearance Agreement**”) with Maynbridge which, among other things, increased the Loan amount and allowed for an extension under the Credit Agreement for an additional 6-month period, until June 22, 2023, in order to provide the Debtor additional time to obtain refinancing.
13. On June 13, 2023, the Debtor confirmed a default under the Forbearance Agreement had occurred; namely, the failure to pay outstanding property taxes.
14. On June 22, 2023, the Debtor failed to make principal payments on the Loan, further defaulting on the Forbearance Agreement.
15. On July 21, 2023, Maynbridge filed an application with the Court seeking to appoint KPMG as receiver to the Property.
16. Among other activities, the following additional items occurred during the Proceedings, discussed in greater detail herein:
  - a. the Receiver has proceeded with listing the Property with an independent real estate broker; and
  - b. Maynbridge sold the total debt under the Loan to 8944989 Canada Inc. (“**894**”), who is now the Debtor’s sole secured creditor in the context of the present Proceedings.
17. Further background and information can be found on the Receiver’s Website.

## **ACTIVITIES OF THE RECEIVER**

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### *Initial Receivership Activities*

18. The Receiver’s activities since the Receivership Date included:
  - a. arranging adequate insurance coverage for the Property;
  - b. taking steps to preserve and protect the Property, including arranging for temporary site visits in accordance with requirements under the insurance policy;
  - c. preparing and issuing all statutory reporting, as required pursuant to subsections 245(1) & ff. of the *BIA*;



- d. establishing a trust account in the name of the receivership estate (the “**Receivership Trust Account**”);
- e. attempting to obtain the books and records (the “**Books and Records**”) of the Company;
- f. Engaging in multiple conversations with the environmental engineer previously retained by the Company (the “**Environmental Engineer**”) to obtain information on the extent of the environmental contamination of the Property, any pending environmental reports and the required next steps to complete any reports;
- g. attending to various discussions with interested parties regarding the Property and the state of the environmental contamination;
- h. communicating, via email, on July 24<sup>th</sup>, July 25<sup>th</sup> and August 10<sup>th</sup>, with Mr. Proulx requesting access to the Books and Records, and on August 25<sup>th</sup>, 2023, issuing a letter via the Receiver’s independent legal counsel, Stein & Stein Inc. (the “**Receiver’s Legal Counsel**”), (the “**Books and Records Demand Letter**”) to Mr. Proulx, requesting the Receiver be provided with, *inter alia*, access to the Books and Records of the Company. Copies of all communication are attached as **Appendix “C” and “D”**, respectively;
- i. issuing a request for proposals (the “**RFP**”) to eight (8) real estate brokers and negotiating a listing agreement (the “**Listing Agreement**”) with NAI Terramont Commercial (“**NAI**”);
- j. proceeding to market the Property in accordance with the Listing Agreement;
- k. requesting the Receiver’s Legal Counsel to complete a review of Maynbridge’s security and provide an opinion thereon as to the validity and enforceability of the same (as discussed herein);
- l. providing regular updates and engaging in consultation with Maynbridge regarding various matters in these Proceedings;
- m. establishing and maintaining the Receiver’s Website; and
- n. responding to various creditor/stakeholder inquiries.

### **Books and Records**

- 19. On July 24, 2023, the Receiver attempted to contact Mr. Proulx to request the Books and Records of the Company pursuant to paragraph 13.2(d) of the Receivership Order.
- 20. Additional requests were made on July 25, 2023 and August 10, 2023 (*cf.* **Appendix “C”**).
- 21. On August 25, 2023, the Receiver issued a formal letter requesting the Books and Records of 924, attached as **Appendix “D”**.



22. As at the date of this First Report, neither the Receiver nor its counsel have been provided with the Books and Records and accordingly, the Receiver seeks an order to compel Mr. Proulx to provide the Books and Records to the Receiver forthwith.

### ***Environmental Contamination***

23. Through discussions and investigations into the Property, the Receiver became aware of the extent of the environmental contamination on site. The Receiver held conversations with Maynbridge, real estate agents through the RFP process and the Environmental Engineer that Mr. Proulx had engaged to perform either a Phase 1 or Phase 2 environmental site assessment (collectively, the “**Environmental Assessments**”) and obtained clarity on the potential extent of the contamination and the implication this would have to the marketability of the Property; specifically, that a number of tests were required to be completed and potential involvement with the local municipality to allow any residential development to occur thereat in the future.
24. The Receiver asked Maynbridge if they would be interested in funding the completions of the Environmental Assessments, to which they declined.
25. On September 22, 2023, the Receiver issued a letter to Mr. Proulx, attached herewith as **Appendix “E”**, identifying the potential implication to the value of the Property and requesting whether Mr. Proulx would be interested in funding the completion of the Environmental Assessments, to maximize the realization in the context of the present Proceedings. The Receiver did not receive a response from Mr. Proulx.
26. Accordingly, the Receiver proceeded to market and sell the Property on an “as is, where is” basis.

### ***Security Review***

27. The Receiver’s Legal Counsel has reviewed the security documents and has provided an independent security opinion to the Receiver, subject to the customary qualifications and assumptions, that Maynbridge’s security was valid and enforceable in accordance with its terms and Maynbridge’s security was valid and opposable.
28. On February 1, 2024, 894 purchased the security interest from Maynbridge and is now the sole secured creditor. The Receiver has not obtained an updated security opinion confirming the validity of 894’s security.



29. The Receiver notes the Property is also charged with two (2) other inscriptions on title in addition to the Maynbridge security;
- a. a Legal Hypothec for claims of the State due under fiscal laws, registered under number 27 293 838 (the “**RQ Legal Hypothec**”) in the amount of \$125,584.96 as of January 10, 2023; and
  - b. a Notice of Advance Registration, registered by the Debtor on March 4, 2024 in favour of Oasis Gatineau Inc., under number 28 565 620 (the “**Notice of Advance Registration**”), both of which are annexed hereto as **Appendix “F”**.

### **RFP Process**

30. The Receiver canvassed the market to locate realtors who had an expertise in the Gatineau, Québec region.
31. On July 25, 2023, the Receiver issued the RFP to three (3) commercial realtors to market the Property. A fourth was subsequently contacted on August 4, 2023.
32. Two (2) of the four (4) realtors replied to this initial request with a varying estimated sales price for the Property. Therefore, in consultation with Maynbridge, the Receiver issued an additional RFP to four (4) more realtors on October 12, 2023, and offered the initial two (2) realtors an opportunity to resubmit an updated RFP.
33. The Receiver received proposals from three (3) of the total eight (8) commercial realtors by the deadline (collectively, the “**Listing Proposals**”), which are summarized in **Appendix “G”** and included in the Information Under Seal (defined herein) which contains commercially sensitive information.
34. Based on a combination of experience and expertise in the Gatineau, Québec market, marketing strategy, competitive commission pricing and approach to maximizing sale value, the Receiver selected NAI to market the Property.
35. The Receiver thereafter negotiated the Listing Agreement with NAI, attached hereto as **Appendix “H”**.
36. As the creditor with the most significant financial interest, Maynbridge was consulted regarding the responses received from the RFP and was supportive of the Receiver’s decision in engaging NAI.





## SALE PROCESS

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### Overview

37. Paragraph 13.4 of the Receivership Order empowers and authorizes, but does not obligate the Receiver to, among other things:
- a. *carry out the sale or the disposition of the Property in the ordinary course of business, of the Debtor, to transact in that regard and to sign any document or contract required to give effect to any such sale or disposition;*
  - b. *interest or solicit potential buyers of the Property including the right to carry out a public call for tenders or private solicitation; and*
  - c. *engage any broker, agent, firm or other service provider to assist with the marketing, sale or disposition of the Property.*
38. Notwithstanding the general power to market and dispose of the Property as the Receiver sees fit, the Receiver is requesting that the Court issue an order approving the proposed Auction Process (as discussed and defined below), which are being proposed due to the outcome of the results of the Sales Process, as outlined below.

### Sale Process

39. The Sale Process was facilitated by NAI, under the supervision of the Receiver and was conducted on an “as is, where is” transaction basis, although under the advice of NAI the Receiver included a section for due diligence in the form of offer to purchase to allow the Receiver to properly canvas the interest of the market and consider whether a due diligence period would be acceptable to maximize realizations.
40. The marketing process proposed by NAI (the “**Marketing Process**”) included contacting prospective purchasers via phone and meeting top prospects in person, direct contact with NAI’s extensive list of real estate developers, assisting potential purchasers with the underwriting process, focused marketing in the surrounding community, and designing custom brochures including high quality imagery.
41. NAI began to canvass the market during the week ending December 24, 2023 and advised the Receiver that, in their expert opinion, the market would be fully canvassed by late-February 2024.
42. NAI provided bi-weekly updates to the Receiver to summarize the extent of the Marketing Process, which was completed to date. Attached as **Appendix “I”** is NAI’s final report as of February 21, 2024 (the “**Final Marketing Report**”), redacted for personal information, which indicates the following:
- a. signage was posted on the Property to capture any interested parties in the area;



- b. marketing material was distributed to approximately 1,662 brokers, 160 investors known to NAI and 758 Society of Industrial and Office Realtor agents;
  - c. the Property formed part of the monthly availability campaign distributed by NAI;
  - d. a web campaign was initiated through the CoStar network with 3,524 total views, which NAI advised the Receiver was the commercial sale alternative to a Multiple Listing Service (“**MLS**”) site;
  - e. personalized email communication was sent to all parties who expressed interest in the Property on February 14, 2024 and February 21, 2024; and
  - f. social media publications were posted.
43. Based on conversations with NAI, as of the Final Marketing Report, the market was fully canvassed to expect all parties who would be interested in the Property to have been notified of the sale of the same.
44. All parties who had previously shown interest in the Property (the “**Interested Parties**”) were provided a deadline to submit their offer by 10:00 AM EST on February 23, 2024 (the “**Deadline to Submit Offers**”).
45. At the expiry of the Deadline to Submit Offers, NAI communicated that five (5) offers were received, with varying terms and offer price (collective, the “**Offers**”), which are included in the Information Under Seal attached as **Appendix “J”**, to protect commercially sensitive information.
46. Due to the varying terms of the Offers received as well as the values offered being close in quantum, the Receiver deems it fair and reasonable to proceed with the Auction, to maximize realizations and provide a fair process for all parties to have an opportunity to put forward their best offer on uniform conditions (i.e. subject to no due diligence nor any financing conditions, etc.).
47. In the event that an Auction is to be held, all Interested Parties who submitted an Offer shall be entitled to participate in the Auction, as described further below, and will be advised by the Receiver of such upon Court approval of the Order.
48. The Receiver is of the view, based on NAI’s advice, that the Marketing Process was fulsome, that the market was fully canvassed and same provided sufficient market exposure to ensure the best possible recovery in a reasonable period of time and cost. However, given the foregoing, the Receiver is also of the opinion that the proposed Auction shall constitute a better method to conclude the sales and investment solicitation process (“**SISP**”) for the Property in comparison to the alternative, being akin to a ‘golden arrow’ sales process, where Interested Parties would only have one (1) final blind bid. In this regard, the Auction provides for a greater maximization potential of the sale of the Property.



### *Sealing of the Sensitive Information*

49. The above information under seal (the “**Information Under Seal**”) contains commercially sensitive information pertaining to the information contained within the RFP and the Offers received.
50. Publication of the information could pose a serious risk to the commercial interests of stakeholders of the Property and may adversely impact the eventual realization from the sale of the Property.
51. As such, the Receiver is seeking to seal the contents of the Information Under Seal until the earlier of: (i) the filing of a Receiver’s certificate confirming that a transaction for the sale of the Property has been completed to the satisfaction of the Receiver; (ii) the discharge of the Receiver; or (iii) further order of the Court.
52. The Receiver is not aware of any party who would be prejudiced from the sealing of the Information Under Seal and is not aware of any commercially reasonable alternative to sealing the Information Under Seal. Any interested party may apply, on notice to the Receiver, to vary the terms of the sealing order.

## **AUCTION PROCESS**

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### *Overview*

53. As noted above, due to the outcome of the Sale Process, the Receiver is seeking approval of the proposed Auction in accordance with the Auction Rules, attached hereto as **Appendix “B”**.
54. The Auction will be held virtually on March 28, 2024, in accordance with the Auction Rules.
55. The Receiver will contact all Offerors by end of day March 15, 2024, to provide same with sufficient time and an equal opportunity to take part in the Auction.
56. The Offerors will be provided with a form of attestation that each party must execute and return to the Receiver, confirming the qualified bidder (each a “**Qualified Bidder**”) has not engaged, and will not engage, in any collusion with respect to the bidding (the “**Attestation**”) as well as notification of the deadline to provide the deposit of ten percent (10%) of the opening bid amount of \$7,000,000 (each a “**Deposit**”) and the method of payment of the Deposit, upon approval of the Mar 13 Order.
57. Upon receipt of the Attestation, the Receiver will provide the Qualified Bidder access to a data room set up by the Receiver, which will contain any information in the Receiver’s possession in respect to the Property.



58. Notice will be provided to all Qualified Bidders not less than three (3) days prior to the Auction Date and will include the details to access to the platform and confirm the parties that will be participating in the Auction.
59. The Receiver is of the view that the Auction is reasonable considering the result of the Sale Process and will maximize realizations for all stakeholders in a fair and open process.

### *Approval*

60. After a definitive agreement(s) in respect of a successful bid (a “**Successful Bid**”) has been finalized in accordance with the Auction Rules, the Receiver shall apply to the Court as soon as reasonably practicable for an order approving the Successful Bid and obtain approval of the sale transaction and the issuance of a vesting order to cancel all inscriptions on title to the Property other than the assumed hypothecs, if any (the “**AVO Motion**”) and obtain a sale approval and vesting order (the “**AVO**”).
61. All bids (other than the Successful Bid), will be deemed rejected upon approval of the AVO.

### *Treatment of Deposit*

62. The Receiver will retain any and all Deposits in its trust account until approval of the AVO, or other termination of the Auction as discussed below.
63. Upon completion of the Auction, the Successful Bidder must, within two (2) days of the conclusion of the Auction, provide the Receiver with additional Deposit amounts to increase the original Deposit to equate to ten percent (10%) of the total final purchase price (the “**Purchase Price**”) as contemplated by the Successful Bid.
64. The Deposit will be credited toward the Purchase Price upon closing of the approved transaction or as otherwise set out in the definitive agreement.
65. The Deposits of Qualified Bidders not selected as a Successful Bidder, will be returned to such Qualified Bidders within ten (10) days following the later of the: (i) date of closing of the purchase contemplated by the Successful Bid; or (ii) the date upon which the AVO attains the force of *res judicata*.
66. If there is no Successful Bid with respect to the Property, subject to the following paragraph 68, all Deposits will be returned to their respective Qualified Bidders within ten (10) Business Days of the date on which the Auction took place.
67. If a Qualified Bidder breaches any of the Auction Rules, including without limitation, if a Successful Bidder fails to complete the transaction contemplated by its Bid, then, in each case, such Deposit will be irrevocably forfeited to the Receiver as liquidated damages.



## INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

68. As shown in the Interim SRD below, during the SRD Period, the Receiver had cash receipts of approximately \$5,190 (including Receiver's borrowings in the amount of \$5,000), and cash disbursements of approximately \$5,140.

9249206 Canada Inc.		
Interim Statement of Receipts and Disbursements		
July 21, 2023 - February 28, 2024		
	Notes	Amount
<b>Cash Receipts</b>		
Receivers Borrowings		5,000
Interests Collected		65
QST Collected		121
<b>Total cash receipts</b>		<b>5,186</b>
<b>Cash disbursements</b>		
Security Patrol Fees	1	3,740
Insurance Fees		812
GST Paid		389
QST Paid		121
Fees Paid to Official Receiver		75
<b>Total cash disbursements</b>		<b>1,397</b>
<b>Excess receipts over disbursements</b>		<b>3,789</b>
<b>Note</b>		
1 - Comprises fees incurred to secure and continuously monitor the Property.		

69. As at February 28, 2024, the Receiver had accrued and unpaid fees and disbursements of the Receiver in the amount of approximately \$85,600 plus sales taxes and the Receiver's Legal Counsel in the amount of approximately \$14,875.00, plus sales taxes and disbursements.
70. Due to the additional work performed by the Receiver to attempt to collect the Books and Records, investigate and identify the extent of the environmental contamination as well as proceeding with the Auction, the Receiver has incurred, and will incur, additional Professional Fees than originally anticipated. To this extent, the Receiver is requesting an increase of the Administrative Charge from One Hundred Thousand Dollars (\$100,000) to One Hundred Fifty Thousand Dollars (\$150,000).



## **RECEIVER'S CONCLUSION AND RECOMMENDATION**

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71. Based on the forgoing, the Receiver respectfully requests that the Court grant an Order:
- a. approving of the conduct and activities of the Receiver since the Receivership Date in these Proceedings;
  - b. approving and authorizing the Auction in accordance with the Auction Rules;
  - c. requiring Mr. Proulx to immediately comply with all aspects of the Receivership Order;
  - d. approving the increase of the Administrative Charge to an aggregate of \$150,000;
  - e. approving the Interim SRD; and
  - f. sealing the Information Under Seal.

All of which is respectfully submitted this 7<sup>th</sup> day of March 2024

**KPMG INC.**

In its capacity as Court-appointed Receiver of  
9249206 Canada Inc. and not in its personal or corporate capacity

David Malin, CPA, CIRP, LIT  
Senior Vice President



**APPENDIX A      NOTICE OF STATEMENT OF RECEIVER DATED  
JULY 28, 2023**

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KPMG inc.  
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CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE QUÉBEC  
N° de division : 06 - Gatineau  
N° de cour : 550-11-018614-231  
N° de dossier : 41-344833

COUR SUPÉRIEURE  
(Chambre commerciale)

DANS L'AFFAIRE DE LA MISE  
SOUS SÉQUESTRE DES BIENS DE :

9249206 CANADA INC., corporation légalement constituée selon la Loi, ayant son siège social et son principal établissement au 148 rue de Maremme, en la ville de Gatineau, province de Québec J9J 0R4.

Débitrice

**AVIS ET DÉCLARATION DU SÉQUESTRE**  
(paragraphe 245(1) et 246(1) de la Loi)

Le séquestre donne avis de ce qui suit et déclare que :

1. Le 21 juillet 2023, je, KPMG INC., suis devenu séquestre à l'égard des biens suivants de 9249206 CANADA INC., personne insolvable, tel que décrit ci-dessous :

41,5 acres de terrain vacant à Gatineau (Québec)  
(numéros de lot 5 397 010, 5 397 011 et 5 397 012)

Coût  
3 600 000 \$

*À la date du présent avis, à la connaissance du séquestre, le seul actif du débiteur est le terrain décrit ci-dessus.*

2. Le soussigné est devenu Séquestre des biens susmentionnés en vertu d'une ordonnance du tribunal rendue le 21 juillet 2023 par l'Honorable Juge Jean Faullem, en vertu de l'article 243 de la Loi sur la faillite et l'insolvabilité.
3. Le soussigné a pris possession ou le contrôle des biens susmentionnés le 22 juillet 2023.
4. Les renseignements suivants se rapportent à la mise sous séquestre :
  - a) Adresse de la personne insolvable ; 148 rue de Maremme, Gatineau, Québec, J9J 0R4
  - b) Activité principale de l'entreprise ; Promoteur immobilier
  - c) Adresse de l'établissement ; 148 rue de Maremme, Gatineau, Québec J9J 0R4
  - d) Montant dû par la personne insolvable à chaque créancier qui détient une garantie sur les biens susmentionnés : Maynbridge Capital Inc. 5 411 989 \$
  - e) La liste des autres créanciers de la personne insolvable incluant le montant qui est dû à chacun d'eux et le montant total dû à l'ensemble des créanciers est la suivante : Annexe A





## Avis et déclaration du Séquestre

- f) Le plan d'action que le Séquestre entend suivre pendant la durée de son mandat, s'il a établi un tel plan, est le suivant;
- Mettre en place des mesures conservatoires;
  - Mettre en place un processus de vente pour le bien en la possession du Séquestre;
  - Vente des biens et répartition de produit net aux créanciers.
- g) Personne-ressource du séquestre : Jacqueline Shellon, CPA, CIRP  
Téléphone : (403) 450-6716  
Télécopieur : (403) 691-8009  
Courriel : jshellon@kpmg.ca

Fait à Montréal, le 28<sup>e</sup> jour de juillet 2023.

**KPMG INC.**  
Syndic Autorisé en Insolvabilité  
En sa qualité de Séquestre de 9249206 Canada Inc.

  
David Malin, CPA, CIRP, SAI



KPMG INC.  
600 de Maisonneuve Blvd. West  
Suite 1500  
Tour KPMG  
Montréal, (Québec) H3A 0A3

Telephone (514) 840-2311  
Fax (514) 840-2121  
www.kpmg.ca

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF QUEBEC  
Division N° : 06 - Gatineau  
Court N° : 550-11-018614-231  
Estate N° : 41-344833

SUPERIOR COURT  
(Commercial Division)

IN THE MATTER OF THE RECEIVERSHIP OF : **9249206 CANADA INC.**, a body duly incorporated according to law, having its head office and principal place of business at 148 de Maremme Street, in the city of Gatineau, province of Quebec J9J 0R4.

Debtor

**NOTICE AND STATEMENT OF THE RECEIVER**  
(Subsection 245(1) and 246(1) of the Act)

The Receiver gives notice and declares that:

1. On the 21<sup>st</sup> day of July 2023, KPMG Inc., Licensed Insolvency Trustee, became the Receiver in respect of the property of 9249206 CANADA INC., an insolvent person, that is described below:

Cost

41.5 acres of vacant land in Gatineau, Quebec (lot numbers 5 397 010, 5 397 011 and 5 397 012)	\$3,600,000
---	-------------

*As at the date of this notice, to the knowledge of the Receiver, the Debtor's sole asset is the vacant land detailed above*

2. The undersigned became Receiver of the property described above pursuant to a Court order rendered by the Honorable Judge Jean Faullem, under Section 243 of the Bankruptcy and Insolvency Act.
4. The undersigned took possession or control of the property described above on the 22<sup>nd</sup> day of July 2023.
5. The following information relates to the receivership:
  - a) Address of insolvent person ; 148 de Maremme Street, Gatineau, Quebec, J9J 0R4
  - b) Principal line of business ; Real Estate Development
  - c) Location of business ; 148 de Maremme Street, Gatineau, Quebec, J9J 0R4
  - d) Amount owed by insolvent person to each creditor who holds a security on the property described above: Maynbridge Capital Inc. \$ 5,411,989
  - e) The list of other creditors of the insolvent person and the amount owed to each creditor and the total amount due by the insolvent person is as follows: Schedule A



**Notice and Statement of the Receiver**

- f) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is as follows:
- Put in place conservatory measures;
  - Put in place a sale process for the property in the Receiver's possession;
  - Sale of the property and distribution of the net proceeds to the creditors.
- g) Contact person for Receiver : Jacqueline Shellon, CPA, CIRP  
Phone : (403) 450-6716  
Fax : (403) 691-8009  
E-mail : jshellon@kpmg.ca

Dated at Montreal, this 28<sup>th</sup> day of July 2023.

**KPMG INC.**  
Licensed Insolvency Trustee  
In its capacity as Receiver of 9249206 Canada Inc.

  
David Malin, CPA, CIRP, LIT



9249206 CANADA INC.  
Liste d'envoi aux créanciers / List of Creditors

Annexe A / Schedule A

<b>Nom du créancier / Creditor Name</b>	<b>Montant / Amount (\$)</b>
Agence du Revenu du Canada	1,00
Centre de Services des Portage-de-l'Outaouais	1,00
Hugo Béland	8 038,94
Kent Hovey Smith	4 072,66
Lareau Courtier d'Assurances	2 021,00
Ministre du Revenu du Québec	1,00
Paradis Montpetit Beauchamp inc.	26,44
Robert Sinclair	4 455,52
Ville de Gatineau	1,00
<b>Total</b>	<b>18 618,56</b>



## **APPENDIX B      AUCTION RULES**

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**AUCTION RULES**

- a. The Auction shall be held on March 28<sup>th</sup>, 2024, to be conducted virtually, at the offices of the Receiver or at such other location as the Receiver may determine in its sole and unfettered discretion, and shall commence at 9:30 am;
- b. Notice of the platform or place, date and time of the Auction will be delivered to all Qualified Bidders (as defined herein) by the Receiver not less than three (3) days prior to the commencement date thereof;
- c. The Receiver shall be the auctioneer and shall direct and preside the Auction for all intents and purposes;
- d. The opening bid shall be set at Seven Million Dollars (\$7,000,000.00);
- e. The Auction shall be open only to Qualified Bidders, and as such, same and their duly authorized representatives (including legal counsel and other professional advisors) shall only be permitted to attend the Auction;
- f. Only entities that submitted an Offer and who have furnished an irrevocable deposit in the form of a wire transfer (to a trust account specified by the Receiver), or such other form acceptable to the Receiver, payable to the order of "KPMG Inc. In Trust", in an amount equal to ten percent (10%) of the proposed opening bid (each, a "Deposit") prior to the commencement of the Auction shall be deemed to be a "Qualified Bidder";
- g. Each Qualified Bidder shall be required to confirm that it has not engaged, and will not engage, in any collusion with respect to the Auction, the bidding or the Receiver's prior sales process, and if such Qualified Bidder is a legal entity, each of the direct or indirect stakeholders of said Qualified Bidder shall be required to confirm that they have not engaged, nor will engage, in any collusion with respect to the Auction, the bidding or the Receiver's prior sales process, with such confirmation, in each case, in form and in substance satisfactory to the Receiver, in its sole and unfettered discretion;
- h. All bids made in the course of the Auction subsequent to the initial opening bid shall be in increments of at least One Hundred Thousand Dollars (\$100,000.00), (each, an "Overbid");
- i. All bids made at the Auction shall be made and received on an open, non-confidential basis and the identity of each Qualified Bidder and all material terms of each bid shall be fully disclosed to all other Qualified Bidders participating in the Auction;

- j. The sale of the Property shall be made on an "as is, where is" basis, without surviving representations or warranties of any kind or nature, and in this regard, any deed of sale or final documentation shall include the following text:
- i. The Immovable will be sold to the Purchaser, who will accept same "as is/where is" at Purchaser's own risk and peril within the meaning of section 1733 of the *Civil Code of Quebec*, CQLR, c. CCQ-1991 (the "CCQ"), on date of signature of the deed of sale or the filing of the SAVO, without legal or conventional, express or implied, warranty or representations of whatsoever kind or nature (save for the express representations and warranties provided herein), including without limitation, excluding the effect of legal warranty under section 1716 CCQ, without warranty as to any matter, condition or thing pertaining to or affecting the Immovable, without warranties in respect of title, environmental condition, description, physical condition, latent defects, financial matters, compliance with laws, by-laws and regulations, merchantability, fitness for purposes, quantity, content, or quality of, or relating to, the Property. The Purchaser acknowledges that it is purchasing same at its risk and perils from a non-professional vendor. The Purchaser acknowledges that all information furnished by the Receiver, the Vendor, or their representatives, is so furnished as a matter of convenience only; the Purchaser recognizing that its bid is founded purely on results of its own investigations and inspections and on its own personal knowledge of the Immovable, and not on behalf of the Receiver nor the Vendor, which shall be deemed to be provided as a matter of convenience only. Without limitation, except as expressly provided for herein, the Purchaser unconditionally and irrevocably waives any and all actual or potential rights or claims it may have against the Receiver and/or the Vendor pursuant to any warranty, express or implied, legal or conventional, of any kind or type. The provisions of this section shall survive the Closing of the purchase and sale herein contemplated or the termination of the Auction, and shall be repeated in the notarial deed of purchase and sale and/or in the conclusions of the SAVO";
  - k. The Receiver shall be deemed to not be responsible for, and shall have no liability with respect to, any information obtained by any Qualified Bidder in connection with the Property;
  - l. Any bids made in the course of the Auction shall be deemed to be unconditional bids that are not subject to any due diligence nor any conditions pertaining to financing;
  - m. The Receiver shall retain any Deposit in its trust account until completion of the terms and conditions established by the Judgment to intervene herein, or other termination of this Auction and said sum shall be credited towards the Purchase Price for the Winning Bidder (as defined herein) on the closing date or otherwise dealt with as

herein provided. If the transaction contemplated by the Auction is not completed as a result of the fault of the Debtor, said Deposit will immediately be returned to the Winning Bidder. If the transaction contemplated by the Auction is not completed as a result of the Winning Bidder's fault, the Receiver will have the unfettered right to confiscate said Deposit as liquidated damages and in full settlement of all claims of the Debtor and/or the Receiver against the Winning Bidder arising out of this bid, with the Winning Bidder having irrevocably and unconditionally forfeited any claims or ownership in respect of same. The Receiver shall not have any obligation to invest same in an interest-bearing trust account. Moreover, said Deposit shall be retained by the Receiver until: (i) a Motion for Court Approval of the envisioned sale transaction and the issuance of a Vesting Order to radiate and cancel all inscriptions on title to the Property other than the assumed hypothecs, if any (the "SAVO Motion") is granted; and (ii) the deed of sale or the Sale Approval and Vesting Order (the "SAVO") has been registered against the title to the Property without adverse intervening entries;

- n. If the Qualified Bidder is an entity new formed for the purpose of the envisioned transaction, then same shall furnish to the Receiver, prior to the commencement of the Auction, an equity or debt commitment letter from the parent entity or personal sponsor, which is to be satisfactory to the Receiver that names same, *es qualité* Receiver to the Debtor herein, and the Debtor herein, as third-party beneficiaries of any such commitment letter, with recourse by the Debtor and/or the Receiver against such parent entity or personal sponsor in the event of any default;
- o. Qualified Bidders that are secured creditors of the Debtor shall be permitted to utilize their secured debt as consideration for any bids tendered in the course of the Auction (i.e. credit bid);
- p. If, in any round of bidding, no new Overbid is made, the Auction shall be deemed closed and the Receiver shall declare the last Overbid (or the initial bid if no subsequent Overbids were made) as the winning bid (the "Winning Bid") and the Qualified Bidder that submitted said Winning Bid as the winning bidder (the "Winning Bidder");
- q. To the extent not already provided, the Winning Bidder shall, within two (2) days of the conclusion of the Auction, provide the Receiver with an additional Deposit to increase its original Deposit to equal ten percent (10%) of the total purchase price as contemplated by the Winning Bid;
- r. Despite the conclusion of the Auction and the determination of a Winning Bidder thereat, the parties shall not be absolved of the requirement to obtain a SAVO to finalize the sale of the Property from this Honourable Court, and in the event that this Honourable Court refuses to grant a SAVO, then neither the Receiver nor the Debtor shall be deemed to maintain any liability of any nature whatsoever in relation to the failure to convey title to the Property to any Winning Bidder in accordance with the terms of its Winning Bid;



- s. Furthermore, should any Winning Bidder not comply with any of the requirements, provisions or directives enumerated herein, including without limitation, the obligation to furnish a Deposit or additional Deposit, then in such case, the Receiver shall have the option, in its sole and unfettered discretion, to reject such Winning Bid (the "**Disqualified Bid**"), and thereafter, declare the Overbid that immediately preceded the Disqualified Bid as the new Winning Bid without further formality or delay, and moreover, the Receiver shall be entitled to repeat this process in the event of further Disqualified Bids;
- t. The Deposits of Qualified Bidders, without any interest if deposited in a non-interest-bearing account, not selected as the Winning Bidder will be returned to such Qualified Bidders within ten (10) days following the later of the: (i) date of closing of the purchase contemplated by the Winning Bid; or (ii) the date of the SAVO; and
- u. The Receiver may, in its sole and unfettered discretion, adopt additional rules for the Auction at or prior to same that will better promote the goals of the Auction, provided that any such additional rules are not inconsistent with any provisions of the directives issued by this Honourable Court.

N°: 550-11-018614-231

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**SUPERIOR COURT  
(Commercial Division)  
PROVINCE OF QUÉBEC  
DISTRICT OF GATINEAU**

---

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

**9249206 CANADA INC.**

*Debtor*

-and-

**KPMG INC.**

*Receiver*

-and-

**THE OTHER PARTIES NAMED IN THE  
SERVICE LIST**

*Impleaded Parties*

---

**EXHIBIT R-18**

---

**CODE NO. BS0327**

**FILE NO. 10593-6**

---

**ME NICHOLAS CHINE**  
***nchine@steinandstein.com***  
4101, Sherbrooke Street W.  
Westmount (Quebec) H3Z 1A7  
T: 514-866-9806 | F: (514) 875-8218

**Stein & Stein** INC.

Avocats  
Barristers & Solicitors



**APPENDIX C      EMAIL REQUESTS FOR BOOKS AND RECORDS  
FROM JULY 24, 2023 TO AUGUST 10, 2023**

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**Subject:** FW: 9249206 Canada Inc. - In Receivership / Request for Records  
**Attachments:** Jugement - 550-11-018614-231 (Maynbridge vs 9249206 Canada inc.).pdf

**From:** Shellon, Jackie  
**Sent:** Monday, July 24, 2023 3:27 PM  
**To:** [Pascal@carrerafamilyoffice.com](mailto:Pascal@carrerafamilyoffice.com)  
**Cc:** Malin, David B. <[dmalin@kpmg.ca](mailto:dmalin@kpmg.ca)>; [anthonyrobert@sympatico.ca](mailto:anthonyrobert@sympatico.ca)  
**Subject:** 9249206 Canada Inc. - In Receivership / Request for Records

Good Afternoon Mr. Proulx,

Further to my voicemail, as you are aware on July 21, 2023, the Superior Court of Quebec (the "Court") issued an order (the "Receivership Order") appointing KPMG Inc. as receiver (the "Receiver") of the Property of 9249206 Canada Inc. (the "Company"). I have attached here for your reference a copy of the Receivership Order.

Pursuant to paragraph 13 of the attached Receivership Order, we formally request all Records of the Company as defined in paragraph 13.2(d) to be provided to the Receiver without delay. Please contact me as soon as you are able to discuss the form and extent of the records, and we can make arrangements to retrieve these from you.

In the meantime, can you please provide us with the following records as soon as possible so we may complete our statutory requirements:

- A detailed listing of the Company's current accounts payable, with addresses for these creditor's;
- Bank account details for any accounts held by the Company, including branch and account manager, if applicable;
- The most recent Canada Revenue Agency statement of account including all business accounts;

We look forward to speaking with you, please do not hesitate to contact me should you have any questions or concerns.

Kind regards,

**Jacqueline Shellon, CPA, CIRP** (*she/her*)  
Manager  
Deal Advisory | Restructuring & Turnaround

KPMG LLP  
C (587) 229-5961  
T (403) 450-6716  
F (403) 691-8009  
[jshellon@kpmg.ca](mailto:jshellon@kpmg.ca)

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Our values: Integrity. Excellence. Courage. Together. For better.



---

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N°: 550-11-018614-231

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SUPERIOR COURT  
(Commercial Division)  
PROVINCE OF QUÉBEC  
DISTRICT OF GATINEAU

---

IN THE MATTER OF THE RECEIVERSHIP OF:

9249206 CANADA INC.

*Debtor*

-□□d-

KPMG INC.

*Receiver*

-□□d-

THE OTHER PARTIES NAMED IN THE  
SERVICE LIST

*Impleaded Parties*

---

EXHIBIT R-3

---

CODE NO. B□□3□□

FILE NO. □□□□3-□

**ME NICHOLAS CHINE**  
***nchine@steinandstein.com***

□□□□□□h□rbr□□□□ □tr□□□ □ □

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**Stein & Stein** INC.

Avocats  
Barristers & Solicitors

---

**From:** Shellon, Jackie <jshellon@kpmg.ca>  
**Sent:** July 25, 2023 4:24 PM  
**To:** Pascal@carrerfamilyoffice.com  
**Cc:** Malin, David B.; anthonyrobert@sympatico.ca; Nicholas Chine  
**Subject:** RE: 9249206 Canada Inc. - In Receivership / Request for Records  
**Attachments:** Jugement - 550-11-018614-231 (Maynbridge vs 9249206 Canada inc.).pdf

Good Afternoon Mr. Proulx,

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Furthermore, if you could also please return my call, I would like to discuss the mechanism by which we can obtain the records from you.

I would like to draw your attention to paragraph 19 – 21 of the attached Receivership Order which outlines the duties of 9249206 Canada Inc. (the "Debtor" or the "Company") including its directors, officers, employees, agents and representatives. I am happy to discuss this matter with you should you have any questions, please do not hesitate to contact me directly.

Thank you in advance for your cooperation.

Kind regards,

**Jacqueline Shellon, CPA, CIRP** (*she/her*)  
Manager  
Deal Advisory | Restructuring & Turnaround  
C (587) 229-5961  
T (403) 450-6716  
[jshellon@kpmg.ca](mailto:jshellon@kpmg.ca)

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**Cc:** Malin, David B. <dmalin@kpmg.ca>; anthonyrobert@sympatico.ca  
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We look forward to speaking with you, please do not hesitate to contact me should you have any questions or concerns.

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Manager  
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N°: 550-11-018614-231

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**SUPERIOR COURT  
(Commercial Division)  
PROVINCE OF QUÉBEC  
DISTRICT OF GATINEAU**

---

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

**9249206 CANADA INC.**

*Debtor*

-□□d-

**KPMG INC.**

*Receiver*

-□□d-

**THE OTHER PARTIES NAMED IN THE  
SERVICE LIST**

*Impleaded Parties*

---

**EXHIBIT R-4**

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**CODE NO. B□□3□□**

**FILE NO. □□□□3-□**

**ME NICHOLAS CHINE  
nchine@steinandstein.com**

□□□□□□h□rbr□□□□ □tr□□□ □ □  
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**Stein & Stein INC.**

Avocats  
Barristers & Solicitors

---

**From:** Shellon, Jackie <jshellon@kpmg.ca>  
**Sent:** August 10, 2023 9:13 AM  
**To:** Pascal@carrerafamilyoffice.com  
**Cc:** Malin, David B.; anthonyrobert@sympatico.ca; Nicholas Chine  
**Subject:** RE: 9249206 Canada Inc. - In Receivership / Request for Records  
**Attachments:** Jugement rectifié 550-11-018614-231.pdf

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Thank you in advance for your assistance.

Kind regards,

**Jacqueline Shellon, CPA, CIRP** (*she/her*)  
Manager  
Deal Advisory | Restructuring & Turnaround  
T (403) 450-6716  
[jshellon@kpmg.ca](mailto:jshellon@kpmg.ca)

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**Sent:** Tuesday, July 25, 2023 2:24 PM  
**To:** Pascal@carrerafamilyoffice.com  
**Cc:** Malin, David B. <dmalin@kpmg.ca>; anthonyrobert@sympatico.ca; Nicholas Chine <nchine@steinandstein.com>  
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N°: 550-11-018614-231

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SUPERIOR COURT  
(Commercial Division)  
PROVINCE OF QUÉBEC  
DISTRICT OF GATINEAU

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IN THE MATTER OF THE RECEIVERSHIP OF:

9249206 CANADA INC.

*Debtor*

- d-

KPMG INC.

*Receiver*

- d-

THE OTHER PARTIES NAMED IN THE  
SERVICE LIST

*Impleaded Parties*

---

EXHIBIT R-5

---

CODE NO. B3

FILE NO. 3-

**ME NICHOLAS CHINE**  
***nchine@steinandstein.com***

11111111111111111111111111111111

11111111111111111111111111111111

T11111-1111-11111111111111111111111111111111

**Stein & Stein** INC.

Avocats  
Barristers & Solicitors



**APPENDIX D      FORMAL DEMAND LETTER REQUESTING BOOKS  
AND RECORDS DATED AUGUST 25, 2023**

---



Exhibit R-6

4101 Sherbrooke St. West  
Montreal, Québec  
Canada H3Z 1A7  
Telephone: (514) 866-9806  
Facsimile: (514) 875-8218  
[www.steinandstein.com](http://www.steinandstein.com)

WITHOUT PREJUDICE

Westmount, August 25<sup>th</sup>, 2023.

BY EMAIL VIA BAILIFF

9249206 Canada Inc.  
Attn: Mr. Pascal Proulx, President  
148, De Maremme Street  
Gatineau (Québec) J9J 0R4  
[pascal@carrerafamilyoffice.com](mailto:pascal@carrerafamilyoffice.com)

**Me Nicholas Chine**  
Telephone: (514) 866-9806,  
ext. 212  
[nchine@steinandstein.com](mailto:nchine@steinandstein.com)

RE: In the Receivership of 9249206 Canada Inc. (the "Debtor")  
Demand Letter

C.S.G.: 550-11-018614-231  
O/F: 10593-6

Mr. Proulx,

Be advised that we have been retained as counsel for the Court-appointed Receiver, KPMG Inc. (the "Client" or the "Receiver"), in the context of the aforementioned matter, who have mandated us to send you the present Demand Letter.

As you are aware, on July 21<sup>st</sup>, 2023, and rectified on July 26<sup>th</sup>, 2023, following a contested hearing between the Debtor and its secured petitioning creditor, Maynbridge Capital Inc. ("Maynbridge"), the Honourable Jean Faullem, J.S.C. granted a Receivership Order against the Property of the Debtor and appointed our Client as Receiver thereto, the whole pursuant to the provisions of section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "BIA"), (collectively, the "Receivership Order"). For ease of reference, we enclose herewith a copy of the Receivership Order.

As appears from the clear and explicit terms of the Receivership Order, the Court ordered, *inter alia*, the Debtor, its directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Property (as defined therein), to the place of business and to the premises of the Debtor, as well as to the Records (as defined therein), and for same to also cooperate with the Receiver in the exercise of the powers granted pursuant to the terms of the said Receivership Order.

Following issuance of the Receivership Order, on or around July 24<sup>th</sup>, 2023, one of the Receiver's representatives, Mrs. Jacqueline Shellon, wrote you an email, with your

attorney in carbon copy, providing you with a copy of the Receivership Order and requesting that the Debtor provide the Receiver with a copy of the Records (the "First Email Request").

Given the failure to receive a reply to the First Email Request, on or around July 25<sup>th</sup>, 2023, Mrs. Shellon again wrote you another email to follow-up on the transmission of the Records, reminding you therein of the tenets of the obligations imposed by Court in paragraphs 19 - 21 of the Receivership Order (the "Second Email Request").

Given the failure to receive a reply to the First Email Request and the Second Email Request, coupled with the fact that the Debtor had still not furnished the Records nor complied with the other access requirements imposed by the Court under the provisions of the Receivership Order, on or around August 10<sup>th</sup>, 2023, Mrs. Shellon once again wrote you to again follow-up on the foregoing requests, but without success.

As of present date, despite the clear obligations imposed by the Receivership Order, no reply has been furnished, no cooperation has been provided and no Records have been delivered. Moreover, the Receiver is still unable to access the Debtor's place of business. The cumulative effect of the foregoing is that the Receiver is being hindered and frustrated in its ability to properly and effectively execute its Court-mandated duties, thereby prejudicing and undermining the administration of justice and the interests of other stakeholders.

Accordingly, in light of the foregoing, you are **formally SUMMONED** to immediately comply with all obligations imposed by the Court under the provisions of the Receivership Order, including without limitation, to furnish to the Receiver all Records, provide all requisite access to the Debtor's place of business, cooperate in all aspects with the Receiver, and confirm same in writing to the undersigned within **twenty-four (24) hours** of reception of the present Demand Letter, failing which, be advised that we will act accordingly without further notice or delay and without prejudice to any amounts and/or rights our Client may exercise against you, including without limitation, to seek a condemnation for Contempt of Court.

**DO GOVERN YOURSELVES ACCORDINGLY.**

**STEIN & STEIN INC.**



Per: Me Nicholas Chine

Encl.: Receivership Order, dated July 26<sup>th</sup>, 2023.

CC: Client & Me Anthony Robert - by email.



# SUPERIOR COURT

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF GATINEAU

N°: 550-11-018614-231

DATE : July 26, 2023

---

IN THE PRESENCE OF THE HONOURABLE JEAN FAULLEM, J.S.C.

---

IN THE MATTER OF THE RECEIVERSHIP OF:

**9249206 CANADA INC.**  
Debtor

-and-

**MAYNBRIDGE CAPITAL INC.**  
Petitioner

-and-

**KPMG INC.**  
Receiver

---

**CORRECTED JUDGEMENT**  
*ART. 338 CCP*

---

- [1] **WHEREAS** the Court rendered a judgment on July 21, 2023, in the present case;
- [2] **WHEREAS** that on July 25, 2023, Me Jeremy Cuttler informed the Court that the names of the attorneys for the petitioner and the debtor have been inverted;
- [3] **WHEREAS** it is necessary for the Tribunal to modify its judgment, the whole in accordance with article 338 of the *Code of Civil Procedure*;

**FOR ALL THESE REASONS, THE COURT :**

- [4] **RECTIFIES** the judgment rendered on July 21, 2023;
- [5] **MODIFIES** the judgment by inverting the names of the attorneys for the debtor and the petitioner;

Consequently, the judgment rendered on July 21, 2023, now reads as follows:

## SUPERIOR COURT

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF GATINEAU

N°: 550-11-018614-231

DATE : 21 juillet 2023

---

IN THE PRESENCE OF THE HONOURABLE JEAN FAULLEM, J.S.C.

---

IN THE MATTER OF THE RECEIVERSHIP OF:

9249206 CANADA INC.  
Debtor

-and-

MAYNBRIDGE CAPITAL INC.  
Petitioner

-and-

KPMG INC.  
Receiver

---

### ORDER APPOINTING A RECEIVER (Section 243 of the *Bankruptcy and Insolvency Act*)

---

[1] ON READING the Petitioner's Motion to Appoint a Receiver (the "Motion") pursuant to Article 243 of the *Bankruptcy and Insolvency Act* (the "BIA"), the affidavit and the exhibits in support thereof;

[2] SEEING the notification/service of the Motion;

[3] SEEING the submissions of counsel;

**[4] SEEING** that Petitioner sent the Debtor a notice pursuant to the terms of Article 244 of the BIA;

**[5] WHEREAS** the Debtor has raised only the three following grounds for challenge:

- a) That, in accordance with the rules of proportionality, the Petitioner be authorized to sell the the Property (as defined herein) through the judicial sale process provided for in the Civil Code of Québec, rather than through the process of appointing a Receiver in accordance with the BIA;
- b) If the Court appoints a Receiver, his powers of intervention should be limited to the property described in the deed of hypothec dated December 20, 2022;
- c) The Receiver should be obliged to seek the authorization of the Court before selling the Property;

**[6] SEEING** that it is appropriate to appoint a receiver to the Property of the Debtor, particularly since the immovable property bearing lot numbers 5 397 010, 5 397 011 and 5 397 012 of the Cadastre of Québec is contaminated and located in whole or in part in an area where the Government of Quebec has announced the construction of the new Outaouais Hospital<sup>1</sup>. The case law recognizes that it is more suitable to entrust the sale of a contaminated immovable to a receiver because of the protections afforded by sections 14.06(1.1) and 14.06(2) of the BIA<sup>2</sup>;

**[7] WHEREAS** the Petitioner has agreed to limit the Receiver's powers to the property described in the deed of hypothec dated December 20, 2022;

**[8] WHEREAS**, lastly, both the Petitioner and the Receiver have consented that the sale of the property must be previously authorized by the Court, unless a potential item is likely to deteriorate rapidly;

**WHEREFORE THE COURT:**

**[9] GRANTS** the Motion;

**NOTIFICATION/SERVICE**

**[10] 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 notification/service thereof; **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 notification/service thereof;

---

<sup>1</sup> See the criteria for appointing a receiver developed in the Corriveau (Proposition de), 2013 QCCS 5442, par. 64.

<sup>2</sup> 9113-7521 Québec inc. (Syndic de), C.S., 2011 QCCS 3429, par. 42-43.

**APPOINTMENT**

**[11] APPOINTS** KPMG INC. (David Malin, CPA, CIRP, LIT), trustee, to act as receiver (the "Receiver") to the Property of 9249206 Canada Inc. (the "Debtor") until one of the following events comes to pass:

- a) the sale of all the Property; or
- b) the issuance of any order by the Court terminating the mandate of the Receiver;

**[12] DECLARES** that the order (the "Order") and its effects shall survive the filing by the Debtor of a notice of intention to make a proposal or of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtor pursuant to the terms of the *Companies Creditors Arrangements Act* (the "CCA") or the bankruptcy of the Debtor, unless the Court orders otherwise.

**RECEIVER'S POWERS RECEIVER'S POWERS**

**[13] AUTHORIZES** the Receiver to exercise the following powers:

**13.1 Powers related to the possession of the Property**

**AUTHORIZES** the Receiver to take possession of the following property of the Debtor (the "Property") and to exercise the following powers listed hereinafter in the place and stead of the Debtor in respect of the Property :

- (a) the immovable property bearing lot numbers 5 397 010, 5 397 011 and 5 397 012 of the Cadastre of Québec, land registry division of Hull, being vacant lots situated on rue Atawe, Gatineau, Québec (the "Immovable");
- (b) all the other property of the debtor subject to the deed of hypothec of December 20, 2021, (Exhibit P-6, clause 2, page 6), wherever situated, and regardless of whose possession it may be in.

**13.2 Powers related to the preservation of the Property**

- (a) all the powers necessary for the preservation and for the protection of the Property;
- (b) all the powers necessary to control the Property, any place of business and any premises occupied by the Debtor;
- (c) all the powers necessary to grant the Receiver access, at all times, to any place of business and to any premises of the Debtor, to the

Property, and to change the locks granting access to such premises and any places of business of the Debtor;

- (d) all the powers necessary to grant the Receiver access to all the accounting records of the Debtor, as well as to any document, contract, register of any nature or kind whatsoever, wherever they may be situated and regardless of the medium on which they may be recorded (the "Records"), as well as the powers necessary to make copies of all the Records necessary or useful to the execution of the Receiver's functions;
- (e) all the powers necessary to undertake an analysis of the Records;

### **13.3 Powers related to the Debtor's operations**

- (a) carry on, all or any part of the Debtor's operations;
- (b) all the powers necessary to control the Debtor's receipts and disbursements;
- (c) all the powers necessary to collect all the accounts receivable and all the other claims of the Debtor and to transact in respect of same, as well as to sign any document for this purpose;
- (d) all the powers necessary to open any required bank account, pursuant to the terms and conditions the Receiver may determine, with any chartered Canadian bank, or any other financial institution, the whole, in order to cash any item payable to the Debtor, and to issue any payment which, in the opinion of the Receiver, is necessary or useful to the Debtor's operations;

### **13.4 Powers related to the disposition or sale of the Property**

- (a) all the powers necessary to carry out the sale or the disposition of the Property in the ordinary course of business of the Debtor, to transact in that regard, and to sign any document or any contract required or useful for these purposes or meant to give effect to any such sale or disposition;
- (b) all the powers necessary to interest or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;
- (c) all the powers necessary to engage any broker, agent, firm or other service provider in order to assist with the marketing, sale or disposition

of the Property; **AUTHORIZES** the Receiver to exercise the following powers:

**[14] ORDERS** that, in marketing or selling the Property, the Receiver will not be acting as a real estate broker;

**[15] ORDERS** the Receiver to petition the Court for authorization to sell all or any part of the Debtor's Property, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances, unless the item is likely to deteriorate rapidly;

**[16] GRANTS** the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including for the purpose of Sections 34 and 249 of the BIA, within the performance of its duties regarding the Property;

**[17] AUTHORIZES** the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions;

**[18] DECLARES** that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the Petitioner's attorney. Where the Receiver has been advised by the Petitioner that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of the Petitioner unless otherwise directed by this Court;

#### **DEBTOR'S DUTIES**

**[19] ORDERS** the Debtor, its directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Property, to the places of business and to the premises of the Debtor, as well as to the Records;

**[20] ORDERS** the Debtor, its directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of the Order;

**[21] ORDERS** the Debtor not to dispose, alienate, encumber or otherwise transact in any manner whatsoever, with regard to the Property, other than in the ordinary course of business or with the authorization of the Receiver;

#### **NON-INTERFERENCE WITH THE RECEIVER, THE DEBTOR AND THE PROPERTY**

**[22] ORDERS** that subject to any other order rendered by the Court, which may only be rendered after a prior notice has been duly sent to the Receiver and to the Petitioner, no proceeding, seizure, revendication, or any other enforcement process shall be commenced or enforced against the Property;

**[23] ORDERS** that no person shall interrupt, modify, terminate or fail to execute its obligations pursuant to any contract, agreement, license or permit entered into with the Debtor without the prior consent of the Receiver or without the authorization of the Court;

#### **CONTINUATION OF SERVICES**

**[24] ORDERS** that any person having an oral or written agreement with the Debtor, as well as any supplier of goods or services to the Debtor is hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services, as may be required by the Receiver and that the Receiver shall be authorized to continue use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses, domain names and other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver, in accordance with the normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court;

#### **EMPLOYEES**

**[25] AUTHORIZES** the Receiver to continue to engage the services of the Debtor's employees until the Receiver, acting for and on behalf of the Debtor, terminates the employment of such employees. The Receiver shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in sections 14.06(1.2) of the *BIA* other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*;

#### **PROTECTION OF PERSONAL INFORMATION**

**[26] DECLARES** that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information on identifiable individuals, which information it has in its possession or under its responsibility, to interested parties or to investors, financiers, prospective purchasers or potential strategic partners, as well as to their advisors, but only to the extent desirable or required, and only upon condition that the persons to whom such personal information is disclosed shall undertake to maintain and protect the privacy of such information and limit the use of such information pursuant to confidentiality agreements entered into with the Receiver.

#### **LIMITATION OF LIABILITY**

**[27] DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph 10 of the Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The

Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the *BIA* and **DECLARES** that section 14.06 (2) of the *BIA* applies *mutatis mutandis*;

**[28] DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment;

**[29] DECLARES** that section 215 of the *BIA* applies *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, 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;

### **FEES**

**[30] DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the Receiver's attorneys and other advisors, to the extent of the aggregate amount of \$100,000 (the "Administration Charge");

**[31] DECLARES** that the Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "Encumbrances") affecting the Property charged by such Encumbrances;

**[32] DECLARES** that the Administration Charge is effective and shall charge, as of 12:01 a.m. (Montreal time) the day of the Order (the "Effective Time"), all the Debtor's Property present and future;

**[33] DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the *BIA* in respect of the Petitioner and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to the Order and the granting of the Administration Charges do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property of the Debtor;

**[34] AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of the Petitioner, the whole subject to taxation in conformity with the *BIA*, if applicable;



**GENERAL**

**[35] DECLARES** that the Order, the Motion and the affidavit do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;

**[36] DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;

**[37] DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter;

**[38] DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtor's and the Receiver's counsel and to any other party who may request such delivery;

**[39] DECLARES** that, unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtor and the Receiver and has filed such notice with the Court;

**[40] DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon five (5) days notice to the Receiver, the Petitioner and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;

**[41] DECLARES** that the present Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;

**[42] 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 any subsequent orders of this Court 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 respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;

**[43] 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;

**[44] ORDERS** that **EXHIBIT P-5** in support of the Motion are confidential and are filed under seal until further Order of this Court;

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



JEAN FAULLEM, J.S.C.

**Me Jeremy Cuttler**  
**Attorney for the Petitioner**

-and-

**Me Antony Robert**  
**Attorney for the Debtor**

N°: 550-11-018614-231

**SUPERIOR COURT**  
(Commercial Division)  
PROVINCE OF QUEBEC  
DISTRICT OF GATINEAU

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

**9249206 CANADA INC.**

*Plaintiff*

-and-

**KPMG INC.**

*Receiver*

**DEMAND LETTER & RECEIVERSHIP ORDER**

ORIGINAL

**CODE NO. BS0327      FILE NO. 10593-6**

**ME NICHOLAS CHINE**  
***nchine@steinandstein.com***  
4101, Sherbrooke Street W.  
Westmount (Quebec) H3Z 1A7  
T: 514-866-9806 | F: (514) 875-8218



CANADA, QUÉBEC  
DISTRICT DE GATINEAU  
COUR SUPÉRIEURE, FAILLITE ET CH. COMMER.  
N° DE CAUSE : 550-11-018614-231

- PROCÈS-VERBAL DE SIGNIFICATION PAR COURRIEL -

Je soussigné(e), **CHARLES VALADE**, huissier de justice, ayant mon domicile professionnel au 410 RUE SAINT-NICOLAS, BUREAU 540, MONTRÉAL, QC, CANADA, H2Y 2P5, certifie sous mon serment professionnel que:

le 28 août 2023 à 12:44 heures,

J'ai signifié, à l'intention de son destinataire, un exemplaire de l'acte de procédure suivant:

**DEMAND LETTER DATED AUGUST 25, 2023**

destiné à **9249206 CANADA INC. ATTN: PASCAL PROULX  
PRESIDENT**

en transmettant le tout au destinataire à son adresse courriel:  
**pascal@carrerfamilyoffice.com**

et ce, en vertu : Le document transmis par courriel n'étant pas un acte de procédure émanant d'un tribunal de droit commun ou d'un tribunal administratif, sa notification avec récépissé, effectuée par huissier de justice, devient une signification.

J'ai apposé mon sceau sur le courriel de transmission.

Montréal, le 28 août 2023.

**CHARLES VALADE**, huissier de justice  
Permis N° 1094

IN THE MATTER OF THE RECEIVERSHIP OF:

**9249206 CANADA INC.**

Plaintiff

**KPMG INC.**

Defendant

SIGNIFICATION (BUREAU)	23,00 \$
DÉBOURSÉ	2,50 \$ (*)
SIGNIFICATION PAR COURRIEL (PLATEFORME)	
<b>SOUS-TOTAL</b>	<b>25,50 \$</b>

Autres frais :

(non admissible à l'état des frais)

<b>FRAIS DE GESTION POUR UN (1) MANDAT (8.5.1 T.H.P.)</b>	<b>9,00 \$ (*)</b>
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<b>SOUS-TOTAL</b>	<b>9,00 \$</b>
-------------------	----------------

<b>TOTAL AVANT TAXES</b>	<b>34,50 \$</b>
<b>TPS</b>	<b>1,73 \$</b>
<b>TVQ</b>	<b>3,44 \$</b>
<b>TOTAL</b>	<b>39,67 \$</b>

Mandat confié par : **STEIN & STEIN INC.**  
Votre N° de dossier : 10593-6  
a/s : ME Nicholas Chine

SE

**Numéro de référence: 2571558-1-1-1**  
(SE MO) FSP 0 CV E0828 I0828-13:40 REF:2571558-1-1-1



**VALADE ET ASSOCIÉS,  
HUISSIERS DE JUSTICE INC.**

410, rue Saint-Nicolas, bureau 540  
Montréal (QUÉBEC H2Y 2P5)

Tél. : (514) 842-2345

Courriel : [info@valade.net](mailto:info@valade.net)

T.P.S. : 141260273

Télé. : (514) 842-2347

Site Web : [www.huissiersvalade.com](http://www.huissiersvalade.com)

T.V.Q. : 1018864904



**Valade et associés**  
Huissiers de justice  
DEPUIS 1989

## Bordereau de signification par courriel

### VALADE ET ASSOCIÉS, HUISSIERS DE JUSTICE INC

**Expéditeur** CHARLES VALADE,huissier de justice Permis #1094 <cvalade@valade.net>

**Destinataire** 9249206 CANADA INC. ATTN: PASCAL PROULX PRESIDENT  
<pascal@carrerafamilyoffice.com>

**No. Cause** 550-11-018614-231

**Parties impliqués** IN THE MATTER OF THE RECEIVERSHIP OF:  
9249206 CANADA INC.






**Votre Dossier** 10593-6

**Inventaire** 2571558-1-1-1

Télécharger

Vous pouvez télécharger votre bordereau sur [Juriweb](#).

<b>Date et heure</b>	2023-08-28 14:03
<b>Événement</b>	Courriel ouvert par le serveur de Google.

<b>Détails</b>	
<b>Date et heure</b>	2023-08-28 13:00
<b>Événement</b>	Courriel ouvert par le serveur de Google.
<b>Détails</b>	
<b>Date et heure</b>	2023-08-28 12:44
<b>Événement</b>	Courriel ouvert par le serveur de Google.
<b>Détails</b>	
<b>Date et heure</b>	2023-08-28 12:44
<b>Événement</b>	Courriel livré et signifié au destinataire.
<b>Détails</b>	
<b>Date et heure</b>	2023-08-28 12:44
<b>Événement</b>	Courriel reçu par la plateforme d'envoi.
<b>Détails</b>	

## Détails techniques

<b>Date et heure</b>	2023-08-28 13:00
<b>Événement</b>	Courriel ouvert par le serveur de Google.
<b>Adresse IP</b>	66.102.6.74
<b>Systèmes (O/S)</b>	Windows
<b>Localisation</b>	US, ,
<b>Navigateur</b>	GmailImageProxy
<b>Agent</b>	Mozilla/5.0 (Windows NT 5.1; rv:11.0) Gecko Firefox/11.0 (via ggph.com GoogleImageProxy)

Annuler

**No. Cause** 250-11-010014-251

**Parties impliqués** IN THE MATTER OF THE RECEIVERSHIP OF:  
9249206 CANADA INC.

**Votre Dossier** 10593-6

**Inventaire** 2571558-1-1-1

Télécharger

Vous pouvez télécharger votre bordereau sur [Juriweb](#).

**Date et heure** 2023-08-28 14:03

**Événement** Courriel ouvert par le serveur de Google.

## Détails techniques

<b>Date et heure</b>	2023-08-28 14:03
<b>Événement</b>	Courriel ouvert par le serveur de Google.
<b>Adresse IP</b>	74.125.210.137
<b>Systèmes (O/S)</b>	Windows
<b>Localisation</b>	US, ,
<b>Navigateur</b>	GmailImageProxy
<b>Agent</b>	Mozilla/5.0 (Windows NT 5.1; rv:11.0) Gecko Firefox/11.0 (via ggph.com GoogleImageProxy)

Annuler

**No. Cause** 350-11-018014-251

**Parties impliqués** IN THE MATTER OF THE RECEIVERSHIP OF:  
9249206 CANADA INC.

**Votre Dossier** 10593-6

**Inventaire** 2571558-1-1-1

Télécharger

Vous pouvez télécharger votre bordereau sur [Juriweb](#).

**Date et heure** 2023-08-28 14:03

**Événement** Courriel ouvert par le serveur de Google.



## Nicholas Chine

---

**From:** Nicholas Chine  
**Sent:** August 25, 2023 4:00 PM  
**To:** anthonyrobert@sympatico.ca  
**Cc:** Malin, David B.; Shellon, Jackie  
**Subject:** In the Matter of the Receivership of 9249206 Canada Inc. - Courtesy Copy - Demand Letter (O/F: 10593-6)  
**Attachments:** 2023-08-25\_Demand\_Letter\_Debtor\_Comply\_Receivership\_Order.pdf

### WITHOUT PREJUDICE

Dear Colleague,

Please take cognisance of the letter enclosed herein, which is a courtesy copy of the Demand Letter that shall be served via email by bailiff to the Debtor in question.

Yours very truly,

**Me Nicholas Chine**  
Stein & Stein Inc. Lawyers, Avocats  
Professional Corporation  
4101 Sherbrooke St. West  
Montreal, Quebec  
H3Z 1A7  
Tel: (514) 866-9806 ext. 212  
Fax: (514) 875-8218  
E-mail: [nchine@steinandstein.com](mailto:nchine@steinandstein.com)



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Notice: This message is confidential and privileged. If you are not the addressee, please inform the sender by return e-mail immediately, delete this message and destroy all copies forthwith.

N°: 550-11-018614-231

---

SUPERIOR COURT  
(Commercial Division)  
PROVINCE OF QUÉBEC  
DISTRICT OF GATINEAU

---

IN THE MATTER OF THE RECEIVERSHIP OF:

9249206 CANADA INC.

*Debtor*

-and-

KPMG INC.

*Receiver*

-and-

THE OTHER PARTIES NAMED IN THE  
SERVICE LIST

*Impleaded Parties*

---

EXHIBIT R-6

---

CODE NO. BS0327

FILE NO. 10593-6

---

**ME NICHOLAS CHINE**  
***nchine@steinandstein.com***  
4101, Sherbrooke Street W.  
Westmount (Quebec) H3Z 1A7  
T: 514-866-9806 | F: (514) 875-8218





## **APPENDIX E      INQUIRY AS TO COSTS FOR PHASE II AND BIOGAS STUDY**

---

**Stein & Stein** INC.

Exhibit R-7

4101 Sherbrooke St. West  
Montreal, Québec  
Canada H3Z 1A7  
Telephone: (514) 866-9806  
Facsimile: (514) 875-8218  
[www.steinandstein.com](http://www.steinandstein.com)

**WITHOUT PREJUDICE**

Westmount, September 22<sup>nd</sup>, 2023.

BY EMAIL VIA BAILIFF

9249206 Canada Inc.  
Attn: Mr. Pascal Proulx, President  
148, De Maremme Street  
Gatineau (Québec) J9J 0R4  
[pascal@carrerafamilyoffice.com](mailto:pascal@carrerafamilyoffice.com)

**Me Nicholas Chine**  
Telephone: (514) 866-9806,  
ext. 212  
[nchine@steinandstein.com](mailto:nchine@steinandstein.com)

**RE: In the Receivership of 9249206 Canada Inc. (the "Debtor")**  
Inquiry as to Costs for Phase II and Biogas Study

C.S.G.: 550-11-018614-231

O/F: 10593-6

Mr. Proulx,

As you are aware, we have been retained as counsel for the Court-appointed Receiver, KPMG Inc. (the "Client" or the "Receiver"), in the context of the aforementioned matter, who has mandated us to send you the present missive, which is in furtherance of our previous Demand Letter, dated August 25<sup>th</sup>, 2023 (the "Demand Letter"). For the purpose of simplicity, all defined terms therein shall be deemed to have the same meaning herein, save express indication to the contrary.

In the course of its investigation, the Receiver has recently discovered that the Debtor, prior to the date in which the Receivership Order was rendered, had commissioned the rendition of a Phase II environmental report for the immovable property in question, but that said report was still incomplete and that further costs would be required to complete same, which may also necessitate a biogas study to be effected.

In this regard, the Receiver has inquired into the estimated costs to complete the Phase II and effect the biogas study, which are estimated as being the sums of Twenty-Five Thousand Dollars (\$25,000.00) for the completion of the Phase II and One Hundred Seventy Thousand Dollars (\$170,000.00) for the biogas study, both exclusive of taxes.

Accordingly, given that the Receiver does not possess the funds to acquit these sums under the terms of the Receivership Order, the former inquires, by these presents, as to

your desire, if any, to fully acquit the costs required to complete the Phase II environmental report and also those required to effect the biogas study.

In light of the foregoing, in addition to your obligation to collaborate with the Receiver under the terms of the Receivership Order, you are **formally SUMMONED** to provide the Receiver and its undersigned counsel with a written confirmation that you are confirming that you shall irrevocably undertake to fully acquit any and all costs necessitated to complete and obtain the Phase II environmental report and any biogas study required for same within seven (7) days of reception of the present missive, failing which, be advised you shall be deemed to have renounced to have same effected and/or obtained in any subsequent proceedings herein, including without limitation, in the context of any eventual hearing pertaining to the adjudication of a Sale and Vesting Order Motion concerning the immovable property in question.

**DO GOVERN YOURSELVES ACCORDINGLY.**

**STEIN & STEIN INC.**



Per: Me Nicholas Chine

CC: Client & Me Anthony Robert - by email.

N°: 550-11-018614-231

---

SUPERIOR COURT  
(Commercial Division)  
PROVINCE OF QUEBEC  
DISTRICT OF GATINEAU

---

IN THE MATTER OF THE RECEIVERSHIP OF:

9249206 CANADA INC.

*Plaintiff*

-and-

KPMG INC.

*Receiver*

---

LETTER TO INQUIRE AS TO COSTS FOR  
PHASE II AND BIOGAS STUDY

---

ORIGINAL

CODE NO. BS0327

FILE NO. 10593-6

---

**ME NICHOLAS CHINE**  
***nchine@steinandstein.com***  
4101, Sherbrooke Street W.  
Westmount (Quebec) H3Z 1A7  
T: 514-866-9806 | F: (514) 875-8218



CANADA, QUÉBEC  
DISTRICT DE GATINEAU  
COUR SUPÉRIEURE, FAILLITE ET CH. COMMER.  
N° DE CAUSE : 550-11-018614-231

- PROCÈS-VERBAL DE SIGNIFICATION PAR COURRIEL -

Je soussigné(e), **CHARLES VALADE**, huissier de justice, ayant mon domicile professionnel au 410 RUE SAINT-NICOLAS, BUREAU 540, MONTRÉAL, QC, CANADA, H2Y 2P5, certifie sous mon serment professionnel que:

le 22 septembre 2023 à 15:57 heures,

J'ai signifié, à l'intention de son destinataire, un exemplaire de l'acte de procédure suivant:  
**LETTER TO INQUIRE AS TO COSTS FOR PHASE II AND BIOGAS STUDY**

destiné à **9249206 CANADA INC. C/O PASCAL PROULX, PRESIDENT**

en transmettant le tout au destinataire à son adresse courriel:  
**pascal@carrerfamilyoffice.com**

et ce, en vertu : **Le document transmis par courriel n'étant pas un acte de procédure émanant d'un tribunal de droit commun ou d'un tribunal administratif, sa notification avec récépissé, effectuée par huissier de justice, devient une signification.**

J'ai apposé mon sceau sur le courriel de transmission.

Montréal, le 22 septembre 2023.

**CHARLES VALADE**, huissier de justice  
Permis N° 1094

9249206 CANADA INC.

Plaintiff

KPMG INC.

Defendant

SIGNIFICATION (BUREAU)	23,00 \$
DÉBOURSE	2,50 \$ (*)
SIGNIFICATION PAR COURRIEL (PLATEFORME)	
SOUS-TOTAL	25,50 \$

Autres frais :  
(non admissible à l'état des frais)

FRAIS DE GESTION POUR UN (1) MANDAT (8.5.1 T.H.P.)	9,00 \$ (*)
SOUS-TOTAL	9,00 \$

TOTAL AVANT TAXES	34,50 \$
TPS	1,73 \$
TVQ	3,44 \$
TOTAL	39,67 \$

Mandat confié par : **STEIN & STEIN INC.**  
Votre N° de dossier : 10593-6  
a/s : ME Nicholas Chine

Numéro de référence: **2572829-1-1-1**  
(SE MO) FSP 0 CV E0922 10922-16:27 REF:2572829-1-1-1



**VALADE ET ASSOCIÉS,  
HUISSIERS DE JUSTICE INC.**

410, rue Saint-Nicolas, bureau 540  
Montréal (QUÉBEC H2Y 2P5)

Tél. : (514) 842-2345

Courriel : info@valade.net

T.P.S. : 141260273

Télec. : (514) 842-2347

Site Web : www.huissiersvalade.com

T.V.Q. : 1018864904

SE

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE GATINEAU  
COUR SUPÉRIEURE, FAILLITE ET CH. COMMER.  
Cause : 550-11-018614-231

Expéditeur	Destinataire
CHARLES VALADE,huissier de justice Permis #1094 cvalade@valade.net	9249206 CANADA INC. C/O PASCAL PROULX, PRESIDENT pascal@carrerfamilyoffice.com

Document(s) signifié(s)
MED - 2572829.pdf

PREUVE DE SIGNIFICATION

Important: le présent relevé est complémentaire au procès-verbal de signification.

Date et heure	Événement(s) / Donnée technique(s)	Adresse IP	Ville
2023-09-22 15:57:29	Courriel reçu par la plateforme d'envoi.		
2023-09-22 15:57:47	Courriel ouvert par le serveur de Google. Windows-GmailImageProxy-Mozilla/5.0 (Windows NT 5.1; rv:11.0) Gecko Firefox/11.0 (via ggph.com GoogleImageProxy)	66.102.6.70	
2023-09-22 15:59:42	Courriel ouvert par le serveur de Google. Windows-GmailImageProxy-Mozilla/5.0 (Windows NT 5.1; rv:11.0) Gecko Firefox/11.0 (via ggph.com GoogleImageProxy)	66.102.6.68	
2023-09-22 16:01:37	Le destinataire a cliqué sur l'hyperlien pour accéder aux documents. iOS-Mobile Safari-Mozilla/5.0 (iPhone; CPU iPhone OS 15_0_2 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.0 Mobile/15E148 Safari/604.1	76.68.221.199	Sainte-Julie
2023-09-22 15:57:37	Courriel livré et signifié au destinataire.		





## Nicholas Chine

---

**From:** Nicholas Chine  
**Sent:** September 22, 2023 12:11 PM  
**To:** 'anthonyrobert@sympatico.ca'  
**Cc:** Malin, David B.; 'Shellon, Jackie'  
**Subject:** In Re: 9249206 Canada Inc. (Receivership of) - and- KPMG Inc. - Courtesy Copy - Letter (O/F: 10593-6)  
**Attachments:** 2023-09-22\_Letter\_Debtor\_Inquiry\_Payment\_Costs\_Phase2\_Biogas.pdf

### WITHOUT PREJUDICE

Dear Colleague,

Please take cognisance of the letter enclosed herein, which is a courtesy copy of the Letter that shall be served via email by bailiff to the Debtor in question.

Yours very truly,

**Me Nicholas Chine**  
Stein & Stein Inc. Lawyers, Avocats  
Professional Corporation  
4101 Sherbrooke St. West  
Montreal, Quebec  
H3Z 1A7  
Tel: (514) 866-9806 ext. 212  
Fax: (514) 875-8218  
E-mail: [nchine@steinandstein.com](mailto:nchine@steinandstein.com)



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Notice: This message is confidential and privileged. If you are not the addressee, please inform the sender by return e-mail immediately, delete this message and destroy all copies forthwith.

N°: 550-11-018614-231

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SUPERIOR COURT  
(Commercial Division)  
PROVINCE OF QUÉBEC  
DISTRICT OF GATINEAU

---

IN THE MATTER OF THE RECEIVERSHIP OF:

9249206 CANADA INC.

*Debtor*

-and-

KPMG INC.

*Receiver*

-and-

THE OTHER PARTIES NAMED IN THE  
SERVICE LIST

*Impleaded Parties*

---

EXHIBIT R-7

---

CODE NO. BS0327

FILE NO. 10593-6

---

**ME NICHOLAS CHINE**  
*nchine@steinandstein.com*  
4101, Sherbrooke Street W.  
Westmount (Quebec) H3Z 1A7  
T: 514-866-9806 | F: (514) 875-8218





**APPENDIX F      RQ LEGAL HYPOTHEC & NOTICE OF ADVANCE  
REGISTRATION**

---

**AVIS D'INSCRIPTION D'UNE HYPOTHÈQUE LÉGALE  
(art. 2725 du Code Civil du Québec)**

**AGENCE DU REVENU DU QUÉBEC**

**MINISTRE DU REVENU DU QUÉBEC**

3800, rue de Marly, Secteur 5-2-8  
Québec (Québec)  
G1X 4A5

représentant l'État

**agissant par Monique Le Houllier**

employée autorisée à signer en vertu du Règlement sur la signature de certains documents ou écrits de l'Agence du revenu du Québec (RLRQ., chapitre A-7.003, r.1).

**Avis d'adresse numéro: 6 001 349, lequel doit être inscrit  
en regard de tous les droits hypothécaires**

À l'officier de la publicité des droits de la circonscription foncière de  
**HULL**

**ATTENDU QUE 9249206 CANADA INC.**  
148, rue de Maremme  
Gatineau (Québec) J9J 0R4

ci-après appelé(e)s **LE DÉBITEUR**

n/d: **CQ-392423-23**  
DGR : Louise Brochu (C65-7N)  
Tél: 1 888 543-7539, poste 5770287  
SPIC : 16829798

doit à l'État, en vertu de la

Loi sur les impôts (sociétés)  
(RLRQ, chapitre I-3) 55 130,04 \$  
Périodes concernées:  
2015-12-31, 2016-12-31, 2017-12-31;

Loi sur la taxe de vente du Québec  
(RLRQ, chapitre T-0.1) 70 454,92 \$  
Périodes concernées:  
2015-07-01 au 2015-12-31,  
2017-10-01 au 2022-09-30;

**LA SOMME DE CENT VINGT-CINQ MILLE CINQ CENT QUATRE-  
VINGT-QUATRE DOLLARS ET QUATRE-VINGT-SEIZE CENTS  
(125 584,96\$), laquelle porte intérêt au taux prescrit par l'article 28  
de la Loi sur l'administration fiscale (RLRQ, chapitre A-6.002),  
capitalisé quotidiennement conformément à l'article 28.1 de la Loi sur  
l'administration fiscale.**

L'État entend faire valoir son hypothèque légale en vertu de l'article  
2724 du Code Civil du Québec sur le ou les immeubles ci-après  
décrits, soit:

### DÉSIGNATION :

Tous les droits, titres et intérêts que le débiteur détient dans l'(les) immeuble(s) suivant(s) :

Un immeuble connu et désigné comme étant :

a) le lot numéro **CINQ MILLIONS TROIS CENT QUATRE-VINGT-DIX-SEPT MILLE DIX (5 397 010)** du cadastre du Québec, circonscription foncière de **Hull**.

b) le lot numéro **CINQ MILLIONS TROIS CENT QUATRE-VINGT-DIX-SEPT MILLE ONZE (5 397 011)** du cadastre du Québec, circonscription foncière de **Hull**.

c) le lot numéro **CINQ MILLIONS TROIS CENT QUATRE-VINGT-DIX-SEPT MILLE DOUZE (5 397 012)** du cadastre du Québec, circonscription foncière de **Hull**.

Sans bâtisses dessus construites, circonstances et dépendances, situés sur la rue Atawe, à Gatineau.

Signé à Québec, le 10 janvier 2023.



Monique Le Houillier  
Technicienne juridique  
Agence du revenu du Québec

### DÉCLARATION D'ATTESTATION

Je soussigné, Yan Gaudreault, avocat, exerçant ma profession au 3800, rue de Marly, 5e étage, Québec, Québec, G1X 4A5, atteste que :

1. J'ai vérifié l'identité, la qualité et la capacité du requérant;
2. Le document est valide quant à sa forme;
3. Le document traduit la volonté exprimée par le requérant.

Attesté à Québec le 10 janvier 2023.



Yan Gaudreault, avocat

**AVIS DE PRÉINSCRIPTION  
(Art.2966 C.c.Q)**

**À :** **KPMG INC.**, personne morale légalement constituée, ayant une place d'affaires située au 600, boulevard de Maisonneuve Ouest, Suite 1500, en la ville de Montréal, province de Québec, H3A 3J2, agissant en sa qualité de séquestre pour le créancier garanti 8944989 Canada Inc.

**8944989 CANADA INC.**, personne morale légalement constituée ayant son siège social au 1410, rue Jaffa, unité 310, en la ville de Laval, province de Québec, H7P 4K9.

**I. DATE ET LIEU**

Le 4<sup>e</sup> jour du mois de mars 2024, à Gatineau, province de Québec.

**II. NATURE DE L'AVIS**

Avis de préinscription suite à une requête de la Débitrice pour mettre fin au mandat du Séquestre présentée devant la Cour Supérieure du district de Gatineau, siégeant en matière de faillite, à même l'instance 550-11-018614-231.

**III. DÉSIGNATION DE LA PERSONNE QUI DONNE L'AVIS**

Me Anthony Robert, avocat à Gatineau, exerçant sa profession au 768, boulevard Saint-Joseph, Bureau 115, en la ville de Gatineau, province de Québec, J8Y 4B8, procureur de la Débitrice.

**IV. DÉSIGNATION DE LA BÉNÉFICIAIRE**

OASIS GATINEAU INC., société légalement constituée suivant la *Loi sur les sociétés par actions (RLRQ, C.S-31.1)* par certificat de constitution en date du 19 février 2024, ayant son siège social au 300 rue Goyer, Suite 1, La Prairie, (Québec) J5R 5G5.

**V. NATURE DE LA DEMANDE ET DU DROIT QUI EN FAIT OBJET**

Requête de la Débitrice pour mettre fin au mandat du Séquestre présentée devant la Cour Supérieure du district de Gatineau, siégeant en matière de faillite, à même l'instance 550-11-018614-231 pour que le jugement à intervenir à l'instance :

**ACCUEILLIR** la présente requête.

**PRENDRE ACTE** que le notaire instrumentant à la vente des immeubles entre la Débitrice et Mise en cause Oasis Gatineau Inc. dispose

présentement à même son compte en fidéicommis de toutes les sommes nécessaires afin d'acquitter toutes les créances hypothécaires et de jugements ainsi que les taxes liées aux immeubles faisant l'objet de l'ordonnance du 21 juillet 2023.

- PRENDRE ACTE** que la Débitrice offre de payer toutes les créances hypothécaires et de jugements ainsi que les taxes liées aux immeubles faisant l'objet de l'ordonnance du 21 juillet 2023, sous réserves de ses droits et recours de payer toutes ses sommes sous protêt dans l'éventualité où on insisterait à exiger le paiement d'une somme indue.
- METTRE FIN** au mandat du Séquestre découlant de l'ordonnance rendue par le Tribunal le 21 juillet 2023.
- PRENDRE ACTE** de la vente des immeubles ci-après décrits intervenue entre la Débitrice et la Mise en cause Oasis Gatineau Inc.
- CONFIRMER** que la Mise en cause Oasis Gatineau Inc. est propriétaire des immeubles ci-après décrits :

**DESIGNATION DES IMMEUBLES**

- a) Un immeuble connu et désigné comme étant le lot CINQ MILLIONS TROIS CENT QUATRE-VINGT-DIX-SEPT MILLE DIX (5 397 010), du cadastre officiel du Cadastre du Québec, circonscription foncière de Hull.
- b) Un immeuble connu et désigné comme étant le lot CINQ MILLIONS TROIS CENT QUATRE-VINGT-DIX-SEPT MILLE ONZE (5 397 011), du cadastre officiel du Cadastre du Québec, circonscription foncière de Hull.
- c) Un immeuble connu et désigné comme étant le lot CINQ MILLIONS TROIS CENT QUATRE-VINGT-DIX-SEPT MILLE DOUZE (5 397 012), du cadastre officiel du Cadastre du Québec, circonscription foncière de Hull.
- ORDONNER** à l'Officier de la publicité des droits, bureau de la circonscription foncière de Hull, Mis en cause, de procéder à la publication du jugement à intervenir sur la présente requête et ce, sur paiement de tous les droits requis sur les immeubles ci-devant décrits.
- LE TOUT** avec frais de justice, sauf en cas de contestation.

VI. **DÉSIGNATION DES PARTIES**

**9249206 CANADA INC.**, société légalement constituée sous la Loi canadienne sur les sociétés par action, ayant son siège social au 148, rue de Maremme, en la ville de Gatineau, province de Québec, J9J 0R4.

Débitrice

c.

**MAYNBRIDGE CAPITAL INC.**, personne morale légalement constituée, suivant la loi sur les corporations de la Colombie Britannique et ayant une place d'affaires au 1111, rue West Hastings, Suite 388, en la ville de Vancouver, province de Colombie Britannique, V6E 2J3.

Requérante

Et

**KPMG INC.**, personne morale légalement constituée, ayant une place d'affaires située au 600, boulevard de Maisonneuve Ouest, Suite 1500, en la ville de Montréal, province de Québec, H3A 3J2, agissant en sa qualité de séquestre pour les biens de la société 9249206 Canada Inc.

Séquestre

et

**8944989 CANADA INC.**, personne morale légalement constituée ayant son siège social au 1410, rue Jaffa, unité 310, en la ville de Laval, province de Québec, H7P 4K9.

Et

**OASIS GATINEAU INC.**, société légalement constituée suivant la *Loi sur les sociétés par actions (RLRQ, C.S-31.1)* par certificat de constitution en date du 19 février 2024, ayant son siège social au 300 rue Goyer, Suite 1, La Prairie, (Québec) J5R 5G5.

Et

**L'OFFICIER DE LA PUBLICITÉ DES DROITS DE LA CIRCONSCRIPTION FONCIÈRE DE HULL**, 5700, 4<sup>e</sup> avenue Ouest, bureau E 308, en la ville de Québec, province de Québec, G1H 6R1.


Mis en cause



**VII. PERSONNE EN POSSESSION DU BIEN**

**9249206 CANADA INC.**, société légalement constituée sous la Loi canadienne sur les sociétés par action, ayant son siège social au 148, rue de Maremme, en la ville de Gatineau, province de Québec, J9J 0R4.

**KPMG INC.**, personne morale légalement constituée, ayant une place d'affaires située au 600, boulevard de Maisonneuve Ouest, Suite 1500, en la ville de Montréal, province de Québec, H3A 3J2, agissant en sa qualité de séquestre pour les biens de la société 9249206 Canada Inc.

  
SIGNÉ À GATINEAU, ce 4<sup>ème</sup> jour du mois de mars 2024 :

**Me Anthony Robert**  
Procureur de la Débitrice

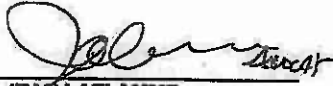
**ATTESTATION**

**RE :** Avis de préinscription d'une requête de la Débitrice pour mettre fin au mandat du Séquestre signée à Gatineau, le 4 mars 2024, par Me Anthony Robert, procureur de la Débitrice, 9249206 Canada Inc., dans l'affaire du Séquestre, impliquant KPMG, Séquestre, Maynbridge Capital Inc., Requérante, et 8944989 Canada Inc. Mise en cause, et Oasis Gatineau Inc., Mise en cause, et l'Officier de la publicité des droits de la circonscription foncière de Hull, Mis en cause, dans le dossier de la Cour Supérieure du district judiciaire de Gatineau, siégeant en matière de faillite, sous le numéro 550-11-018614-231

Je soussigné, JEAN LAFLAMME, avocat, exerçant ma profession au 177, rue Gamelin, à Gatineau, province de Québec, J8Y 1W1, atteste que:

1. Le contenu du présent avis de préinscription est exact;
2. J'ai vérifié l'identité, la qualité et la capacité de la partie requérante;
3. Le document traduit la volonté exprimée par la partie requérante;
4. Le présent avis de préinscription est valide quant à sa forme;

Attesté et signé à Gatineau, province de Québec, ce 4<sup>ième</sup> jour du mois de mars  
deux mille vingt-quatre (2024)

A handwritten signature in black ink, appearing to read 'Jean Laflamme', with a small 'avocat' written below it.

**Me JEAN LAFLAMME, avocat**  
177, rue Gamelin  
Gatineau, Québec, J8Y 1W1



**APPENDIX G      SUMMARY OF REQUEST FOR PROPOSALS  
RECEIVED (UNDER SEAL)**

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**APPENDIX H      LISTING AGREEMENT WITH NAI TERRAMONT  
COMMERCIAL DATED DECEMBER 18, 2023**

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## EXCLUSIVE BROKERAGE CONTRACT TO SELL

December 11<sup>th</sup>, 2023

**TO:** NAI Terramont Commercial, Real Estate Agency (Licence No. D7205), 615 René-Lévesque Blvd. West, Suite 200, Montréal, Québec, H3B 1P5; telephone: 514 866-3333; fax: 514 875-0310.

- 1. OBJECT OF THE CONTRACT** Commercial, hereinafter "NAI," represented by Richard Sauvé, Chartered Real Estate Broker-Commercial, carrying out his activities within the business corporation, Immobilier Richard Sauvé Inc., permit no A3647 and Anne-Marie B. Sauvé, Real Estate Broker-Commercial, carrying out his activities within the business corporation, Immobilier Anne-Marie B. Sauvé Inc., permit no E5992, hereinafter individually and collectively the "BROKER," the exclusive Brokerage Contract to market and sell

We, **KPMG INC.**, in its capacity as court appointed receiver of 9249206 Canada Inc., represented by David Malin, having their place of business at 333, Bay Street, Suite 4600, Toronto, Ontario, M5H 2S5; authorized for the sale of the property under judicial control, without legal warranty, hereinafter the "VENDOR," grants irrevocably to **NAI Terramont** the following property:

The Vacant Land, located on ch. De Fer, Gatineau, designated as lot numbers 5 397 010, 5 397 011 and 5 397 012 of the Cadastre of Québec, having an area of ONE MILLION EIGHT HUNDRED AND NINE THOUSAND FIVE HUNDRED TWENTY-THREE (1 809 523) sq. ft., hereinafter the "PROPERTY."

### 2. TERMS AND CONDITIONS

- 2.1.** The VENDOR hereby authorizes NAI to sell the PROPERTY. Both parties agree that there will be no asking price.
- 2.2.** The Buyer will take possession of the PROPERTY at the closing of the transaction which will align with the issuance by KPMG Inc. of the Receiver's Certificate pursuant to and following the issuance of an order issued by the Commercial Division of the Superior Court of Québec approving the sale of the Property (the "Receiver's Certificate").
- 2.3.** NAI will use all reasonable means to find a Buyer for the PROPERTY, notably by means of emails, signs or by any other means that NAI deems appropriate, all at NAI's expense.
- 2.4.** The VENDOR shall provide NAI, upon its request, with a copy of the following documents, if available: purchase contract, municipal tax receipts, school tax receipts, in-place leases, mortgage and security deed, up-to-date certificate of location, PROPERTY plans, service contract and resolution by the company.
- 2.5.** All enquiries received from prospective buyers, natural persons, legal entities or brokers during the term of this Brokerage Contract will be referred to NAI and the PROPERTY will only be shown to persons accompanied by an NAI broker.
- 2.6.** The VENDOR authorizes NAI to send the information concerning the PROPERTY, the information contained in this contract and the Annexes thereto, and interior and exterior photographs of the PROPERTY, without delay and according to generally accepted practices, to subscribers of information listing services for agencies and brokers listed as follows: Loopnet / Costar / Altus and any other relevant website within THIRTY (30) days following the signing of these presents.



### 3. REMUNERATION

- 3.1. Should the PROPERTY be sold to a third-party buyer represented by a broker other than the BROKER during the term of this Contract, the VENDOR agrees to pay NAI as the representative a commission of THREE PERCENT (3%) of the sale price, plus applicable taxes.
- 3.2. Should the PROPERTY be sold solely by the BROKER during the term of this Contract, the VENDOR agrees to pay NAI as the representative a commission of TWO AND HALF PERCENT (2,5%) of the sale price, plus applicable taxes.
- 3.3. Notwithstanding the foregoing, the percentage indicated in paragraph 3.2 will not apply should one or several promises to purchase be submitted concurrently with a promise to purchase that is handled solely by the BROKER.
- 3.4. NAI agrees to collaborate with any other agency or broker upon request, including by sharing their remuneration, according to the following terms, in order to ensure the successful completion of the transaction covered by this Contract. To this effect, remuneration sharing terms that are unreasonable towards the other agencies or brokers could reduce their interest in proposing the PROPERTY to their clients.

Consequently, in the event that another agency or broker collaborates in the transaction, NAI agrees to pay ONE PERCENT (1%) of its remuneration, plus applicable taxes.

- 3.5. The sales commission, plus applicable taxes, is due and payable to NAI at the closing of the sale and, upon (a) receipt of the funds from the successful purchaser (which funds must be fully cleared and available) and (b) the issuance by KPMG Inc. of the Receiver's Certificate. Consequently, the VENDOR hereby irrevocably instructs the acting notary to retain and pay such a commission from the proceeds of the sale directly to NAI, on its behalf, at the closing of the transaction and following the issuance by KPMG Inc. of the Receiver's Certificate.
- 3.6. Notwithstanding anything in this agreement, in the event that the PROPERTY is sold to Maynbridge Capital Inc. (or any entity related thereto including any subsidiary or affiliate), the total commission payable to NAI shall be ONE PERCENT (1%) of the sale price, plus any applicable taxes, and no other amounts, commissions or remunerations whatsoever.

### 4 OTHER CONDITIONS

- 4.1 If the sale of the PROPERTY is completed within **ONE HUNDRED AND EIGHTY (180)** days after this Brokerage Contract expires to a buyer previously introduced by NAI, the VENDOR shall pay NAI the above agreed sales commission provided that, within **THIRTY (30)** days of the expiration of this Contract, NAI provided to the VENDOR a list of a maximum of **TEN (10)** names of prospective buyers that its representatives had introduced or shown the PROPERTY to. This commission shall be payable in the event of a sale to a person or company included in said list.
- 4.3 Paragraph 4.1 above will not apply if, during the period of **ONE HUNDRED AND EIGHTY (180)** days, the VENDOR enters into an exclusive contract in good faith with another agency or broker to sell the PROPERTY.
- 4.4 The parties hereto acknowledge (i) that all of the provisions of this document were negotiated by the parties hereto and were neither pre-determined, imposed nor drawn up by, on behalf of or on instructions of one of the parties hereto, and (ii) that they have required that this document and all related documents be drawn up and executed solely in English. / *Les parties aux présentes reconnaissent (i) que toutes les dispositions du présent document ont été librement négociées par les parties et n'ont pas été prédéterminées, imposées ni rédigées par l'une des parties aux présentes, pour son compte ou suivant ses instructions, et (ii) qu'elles ont exigé que le présent document et tous les documents qui s'y rattachent soient rédigés et signés uniquement en anglais.*
- 4.5 The present Contract commits parties to the present as well as their heirs, administrators and respective transferees.

**5. TERM OF CONTRACT**

5.1 This Contract is irrevocable and will have full force and effect for the period terminating on **May 30th, 2024, at 5:00 PM** and shall be automatically renewed for successive periods of not less than **THREE (3) months**, unless terminated by either party with **ONE (1) month's** written notice before the end of any such automatic renewal period.

**6. CONCILIATION, MEDIATION AND ACCOUNT ARBITRATION**

6.1 In case of dispute between NAI or the BROKER and the VENDOR, the *Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ)* may act as conciliator or mediator upon request by the parties. The OACIQ may also arbitrate accounts between NAI or the BROKER and the VENDOR.

**7. SIGNATURES**

Signed in Montréal, this 18th day of December 2023.

**KPMG INC. in its capacity as court appointed receiver of 9249206 Canada Inc. and not in its personal capacity.**



Per : David Malin, CPA, CIRP, LIT

Signed in Longueuil, this 11 day of december 2023.

**NAI TERRAMONT COMMERCIAL**  
Real Estate Agency



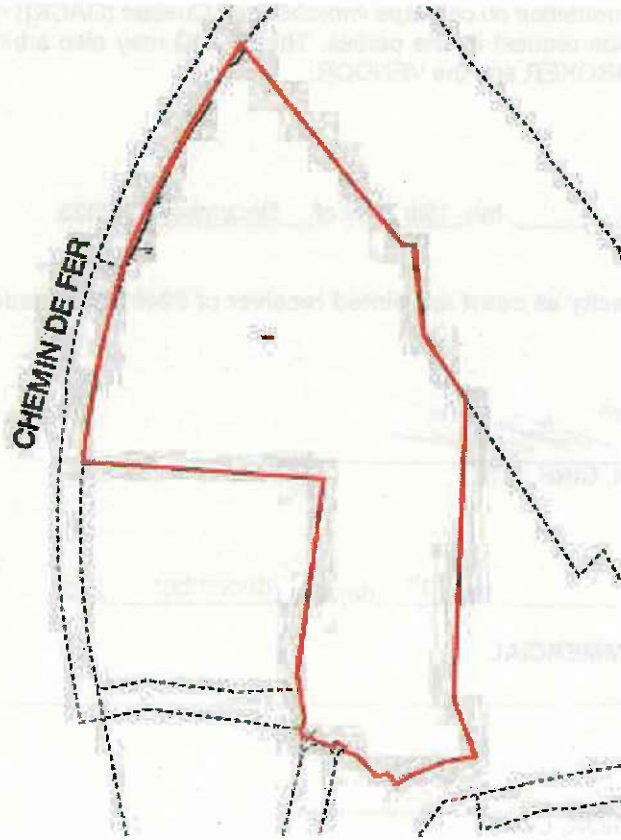
Per : Richard Sauvé, SIOR, CCIM  
Immobilier Richard Sauvé inc.  
Chartered Real Estate Broker – Commercial



Per : Anne-Marie B. Sauvé  
Immobilier Anne-Marie B Sauvé inc.  
Real Estate Broker – Commercial

# ANNEX A Plan

Plan cadastral







**In the matter of the Receivership of 9249206 Canada Inc.**  
*First Report of the Receiver on the Business and Finances of the Debtor*

**APPENDIX I      FINAL NAI TERRAMONT COMMERCIAL MARKETING  
REPORT DATED FEBRUARY 21, 2024**

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# Activity Report

Development lot, Gatineau,  
(Québec) J8Y 6T5

1,809,523 ft<sup>2</sup> residential lot for development, located on  
the shores of the Gatineau River and Leamy Lake



# Activity Report

Development lot, Gatineau,  
(Québec) J8Y 6T5

Presented to :

Mrs. Jacqueline Shellon, CPA, CIRP  
Manager  
KPMG

Presented by :



**Richard Sauvé, CCIM, SIOR**

Vice-président principal  
Courtier immobilier agréé - Commercial  
Immobilier Richard Sauvé inc.  
☎ 514 866 3333 x234  
📠 514 212 0133  
✉ rsauve@naiterramont.ca



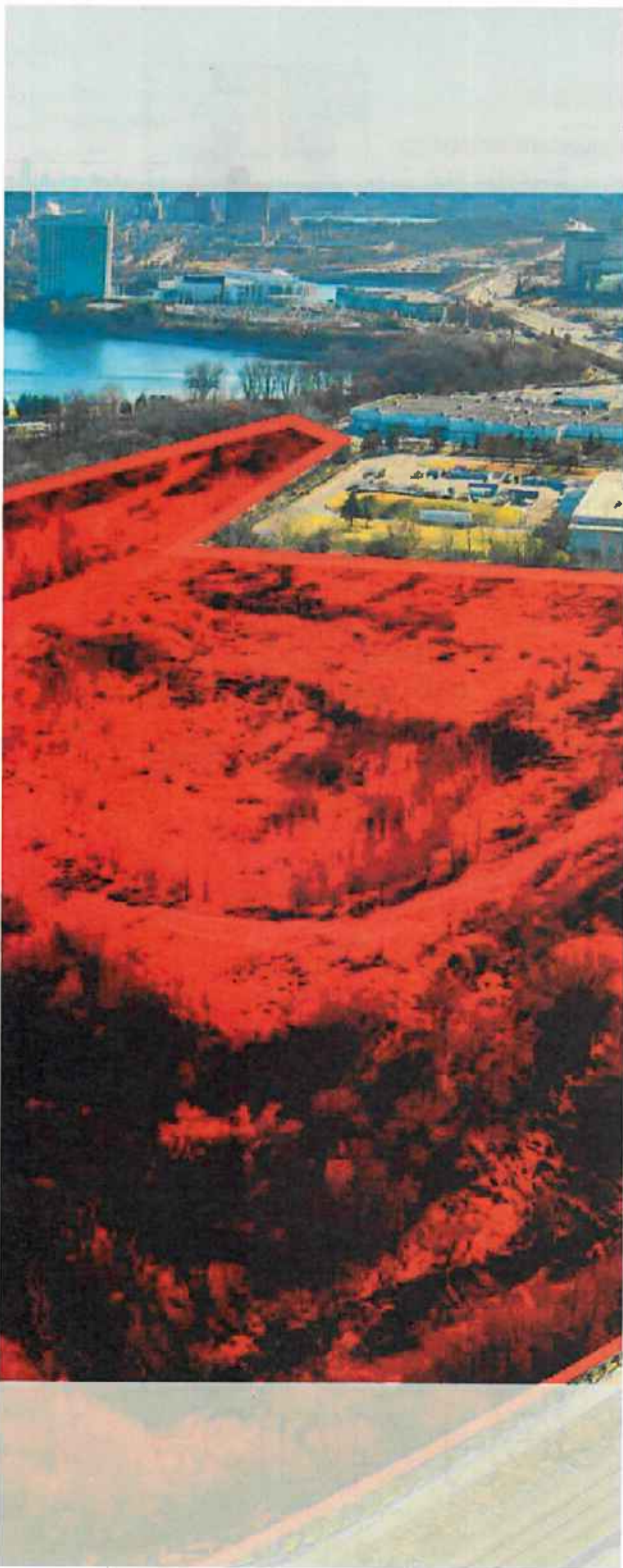
**Anne-Marie B. Sauvé, BAA**

Vice-présidente  
Courtier immobilier - Commercial  
Immobilier Anne-Marie B Sauvé inc.  
☎ 514 866 3333 x263  
📠 514 779 4453  
✉ amsauve@naiterramont.ca



**Roxane Bolduc**

Courtier immobilier - Commercial  
☎ 514 866 3333 x257  
📠 514 916 8832  
✉ equipesauve@naiterramont.ca



<b>1</b>	Summary of activities	p.4
<b>2</b>	Process and Marketing	p.5
<b>3</b>	Advertising	p.6
<b>4</b>	Action Plan	p.15
<b>5</b>	Annex A – Flyer	p.16

## Marketing

- Property research
- Professional pictures of the property
- Compilation of technical data
- REA database
- Creation of a descriptive flyer
- Installation of sign(s) on the property

## Corporate Websites

**NAI Terramont Commercial**  
more than 3,500 visitors | month

**NAI Global**  
more than 40,000 visitors | month

**CoStar**  
more than 3,000,000 visitors | month

**Loopnet – Silver Plan**  
more than 2,600,000 visitors | month

**Centris**  
more than 100,000 visitors | month

**Espace listing**  
more than 300,000 visitors | month

## Social Networks

- LinkedIn
- Twitter
- Instagram
- Facebook

## Newsletter

- Web campaign sent to 1,150 brokers, from our database
- Sending to more than 5,000 real estate brokers in the NAI Global network in 350 offices
- Monthly Availability Campaign (emails)



## Creation of a descriptive flyer

NAI Terramont Commercial will provide an explanatory flyer featuring the property, based on the information you will provide and using any relevant information gathered from other resources. The flyer will display photos highlighting your property, a location plan, technical details, etc. Our experienced marketing team is in charge of its conception.

- Posting of the descriptive flyer on our website [naiterramont.ca](http://naiterramont.ca)
- Dispatch of the descriptive flyer to real estate brokers in the Greater Montreal area
- Presentation of the descriptive flyer to potential clients



## Signs

An NAI Terramont Commercial “For Sale” sign indicating the names of responsible brokers, telephone numbers to reach them, was installed at a strategic location in order to benefit from maximum visibility 24 hours a day.

Our installers go on-site and recommend the best possible solution and positioning. They can promptly install or remove signs with appropriate equipment such as: cube truck, bucket truck or flying boat. They hold all the necessary insurance and the know-how to perform their tasks. They also patrol periodically to prevent vandalism and detect any deterioration of the signs and report to our NAI Commercial office.

## Web Campaign

A web campaign was sent on February 15<sup>th</sup> and the 20<sup>th</sup> to over **1 662 brokers, 160 investors** and **758 SIOR agents** of our database. Another campaign is scheduled for February 12

- Open average of **55 %**
- Click rate **1 %**

**NAI Terramont Commercial**  
**À VENDRE FOR SALE**

**Terrain pour développement, Gatineau (Québec)**  
 Terrain résidentiel de 1 809 523 pi<sup>2</sup> pour développement, situé au bord de la rivière de Gatineau et du lac Leamy  
 1,809,523 ft<sup>2</sup> residential lot for development, located on the shores of the Gatineau River and Leamy Lake

**Superficie | Area**  
 Terrain | Land **1 809 523 pi<sup>2</sup> | ft<sup>2</sup>**  
**41,5 acres**

**Prix demande**  
 Asking Price **Sur demande**  
 On demand

**Année-Marie B. Sauvé, ex**  
 Vice-présidente  
 Courtier immobilier • Commercial  
 514 770-3495  
 annemarie@terramont.ca

**Richard Sauvé**  
 1994-2023  
 Vice-président principal  
 Courtier immobilier agréé  
 514 218-0153  
 richard@terramont.ca

## Social Networks

A publication showing your property is published on all pertinent social media platforms and re-shared by the brokers. All of the publications were posted on February 19<sup>th</sup>, 2024

**NAI Terramont Commercial**  
**DATE LIMITE DE RÉCEPTION DES OFFRES**  
 23 FEVRIER 2024 À 10H00  
**DEADLINE FOR RECEIPT OF OFFERS**  
 FEBRUARY 23<sup>rd</sup>, 2024 AT 10:00 AM

**À VENDRE FOR SALE**

**Terrain résidentiel, ch. de Fer, Gatineau**

Terrain résidentiel de 1 809 523 pi<sup>2</sup> pour développement, situé au bord de la rivière de Gatineau et du lac Leamy  
 1,809,523 ft<sup>2</sup> residential lot for development, located on the shores of the Gatineau River and Leamy Lake

**Année-Marie B. Sauvé, ex**  
 Vice-présidente  
 Courtier immobilier • Commercial  
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 1994-2023  
 Vice-président principal  
 Courtier immobilier agréé  
 514 218-0153  
 richard@terramont.ca

**NAI Terramont Commercial**  
**DATE LIMITE DE RÉCEPTION DES OFFRES**  
 23 FEVRIER 2024 À 10H00

**À VENDRE**

**TERRAIN, CHEMIN DE FER, GATINEAU**

Terrain résidentiel de 1 809 523 pi<sup>2</sup> pour développement, situé au bord de la rivière de Gatineau et du lac Leamy

## Monthly Availability Campaign

A web campaign bringing together all of our properties and available spaces is sent to our contact list each month.

## CoStar campaign

A web campaign was sent on January 12 to CoStar's network.

- Open average of **42,2%**
- Click rate **4,4%**

It was discussed between the parties, in November 2023, prior to the signing of the brokerage contract, that the property cannot be listed on Centris since the said contract does not specify a sale price for the property. Therefore, Centris is not included among the broadcasting platforms.



## Journal Les Affaires

A publication was made public on February 21<sup>th</sup>, 2024 in the journal Les Affaires

**NAI** Terramont  
Commercial  
Agence immobilière

## PROPRIÉTÉS DISPONIBLES

Pour plus d'informations,  
contactez :

**Richard Sauvé, CCM - SIOB**  
Vice-président principal  
Courtier immobilier agréé  
☎ 514 212 0133  
✉ rsauve@naiterramont.ca

**Anne-Marie B. Sauvé, SAA**  
Vice-présidente  
Courtier immobilier - Commercial  
☎ 514 779 4453  
✉ amsauve@naiterramont.ca

**À VENDRE**



**À VENDRE**



**À VENDRE**



**À VENDRE OU À LOUER**



**575, rue Almira-S.-Choinière,  
Joliette**

Bâtisse industrielle louée à 100 %  
avec un bail 5 ans locataire AA.  
Possibilité d'acquérir le terrain  
excédentaire de 153 385 pi<sup>2</sup>.

**Terrain pour développement,  
Gatineau**

Terrain résidentiel de 1 809 523 pi<sup>2</sup>  
pour développement, situé au bord de  
la rivière de Gatineau. Date limite de  
réception des offres: 23 février 2024.

**3380-3382, rue Jacob Jordan,  
Terrebonne**

Bâtiment industriel de ± 25 771 pi<sup>2</sup>  
entièrement loué sur un terrain de  
67 753 pi<sup>2</sup>. Possédant une parcelle  
excédentaire de 36 576 pi<sup>2</sup>.

**717, rue Saint-Pierre Sud,  
Joliette**

Propriété industrielle et commerciale  
de 26 146 pi<sup>2</sup> ayant front sur 3 rues,  
idéal pour propriétaire occupant.

naiterramont.ca | 514 866 3333



Activity CoStar

Click here for LoopNet's page
LoopNet

[< Prev](#)
[Next >](#)

### Rapibus - Terrain pour développement, Gatineau

41.54 Acres of Residential Land in Gatineau, QC J8Y 6T5





**INVESTMENT HIGHLIGHTS**

- Close to several services
- Opposite Hôtel-Casino du Lac-Leamy
- Permissive zoning up to 20 storeys

- Adjacent to the future Outaouais Hospital site (CHAU)
- Located on the shores of the Gatineau River and Leamy Lake
- Close to Rapibus lines

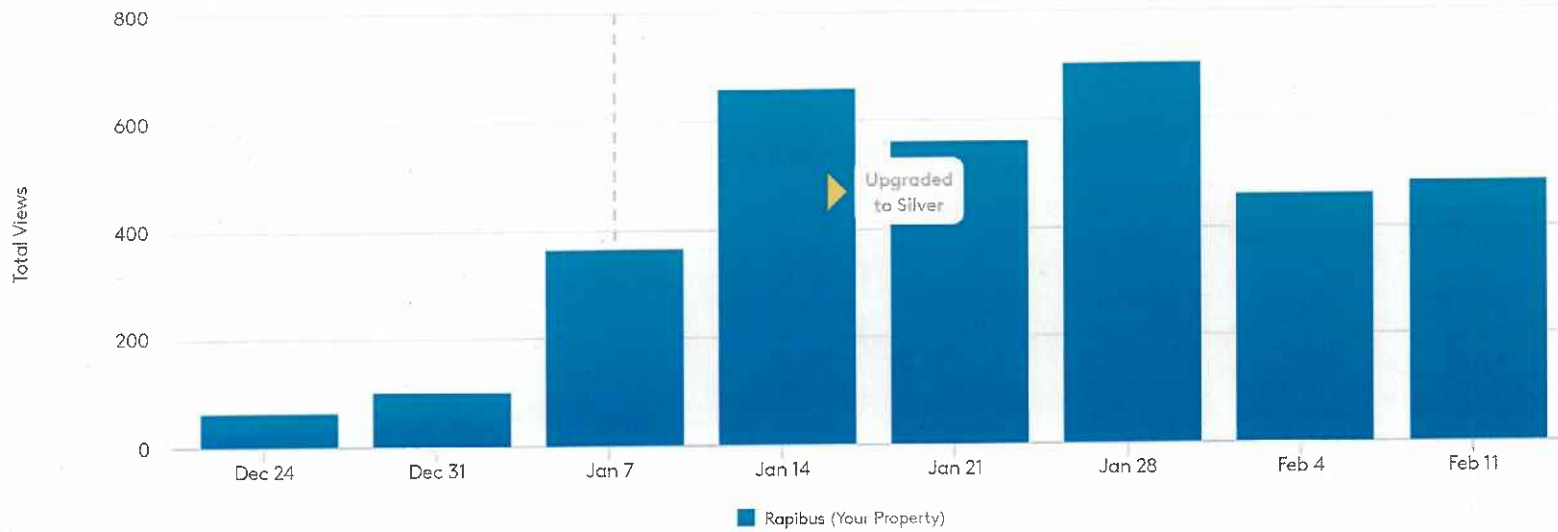
👤
🔗
❤️



**Richard Sauvé**

**NAI Terramont Commercial**

Activity CoStar



3,524

👁 Total Views

1,467

👤 Unique Prospects

22s

🕒 Average Time on Page

35

📄 Detail Page Views

2.4

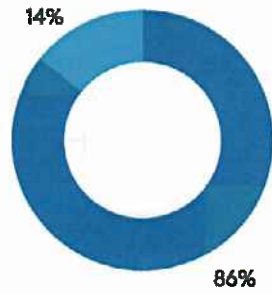
👥 Frequency

10m 42s

🕒 Total Time on Page

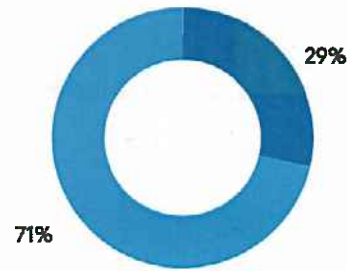
## Activity CoStar

New Visitors vs Returning



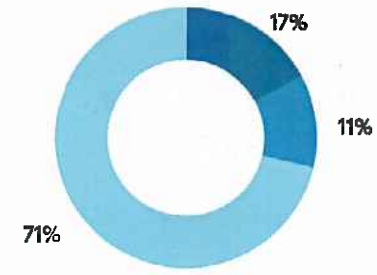
■ 24 New  
■ 4 Returning

In Market vs Out of Market



■ 10 In Market  
■ 25 Out of Market

Traffic Sources



■ 6 Organic  
■ 4 Paid  
■ 25 Direct, Referral, App

Company	Location	Visitors	Views	Return Visitors	Total Time On Page	Most Recent View	First View
AlayaCare	Toronto, Canada	1	1	-	45s	1/12/2024	1/12/2024
NAI Terramont Commercial	Montréal, Canada	1	2	1	41s	1/11/2024	1/11/2024
Brigl Construction	Gatineau, Canada	1	1	-	38s	1/15/2024	1/15/2024
Groupe Immobilier Cci	Gatineau, Canada	1	2	1	35s	1/17/2024	1/17/2024
Avison Young	Ottawa, Canada	1	1	-	33s	1/22/2024	1/22/2024
Royal LePage Vallée De L'Outaouais	Gatineau, Canada	1	1	-	29s	2/15/2024	2/15/2024
NAI Terramont Commercial	Montréal, Canada	1	1	-	19s	1/11/2024	1/11/2024
ER: Property Management	Ottawa, Canada	1	1	-	16s	1/27/2024	1/27/2024
Gouvernement Du Quebec	Quebec, Canada	1	1	-	9s	1/5/2024	1/5/2024
John Flatley Company	Not Disclosed	1	1	-	6s	1/2/2024	1/2/2024

## Leads

NAME	OCCUPATION	COMPANY
[REDACTED]	Broker	[REDACTED]
[REDACTED]	Builder	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Investor	
[REDACTED]	Investor	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Broker	[REDACTED]
[REDACTED]	Broker	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Broker	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Broker	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]

NAME	OCCUPATION	COMPANY
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]	Builder	[REDACTED]
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[REDACTED]	Investor/Builder	[REDACTED]
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[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]		[REDACTED]

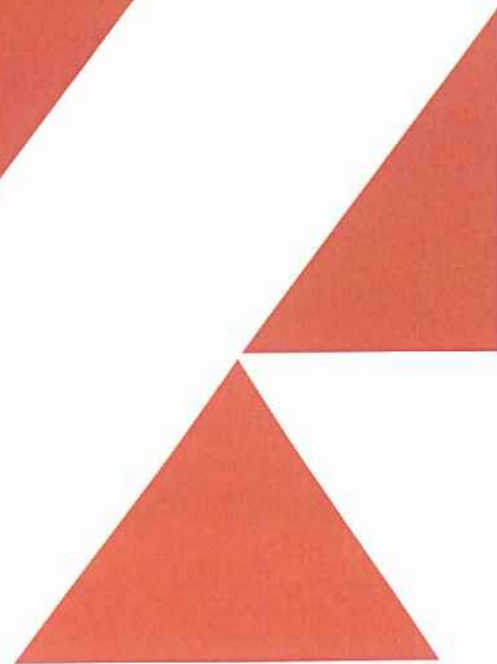
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[REDACTED]	Investor/Builder	[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		
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ONGOING SERVICES	DETAILS	COMPLETION DATE AND PROGRESS
Brochure	Personalized brochure	100 %
Email campaign	Weekly, bi-weekly and monthly e-mail campaigns	100 %
Monthly availability list	Detailed list of monthly dispositions provided to brokers and prospects	100 %
Display on our website	Website updates as needed	100 %
Posting on social medias	Update on Instagram, Facebook and LinkedIn	100 %
Brokerage resources exclusive and third-party	Updating regularly on Centris, CoStar and LoopNet	100 %
NAI Broadcast	A message has been sent to all NAI brokers on the NAI Global network	January 12 <sup>th</sup> , 2024
Raising awareness among brokers	Constant communication with the broker community to present opportunities	Ongoing
Direct solicitation	Direct calls to potential tenants or buyers	Ongoing
Email	An email was sent to the list of interested customers on the previous pages. An email was previously sent on February 14 <sup>th</sup> to mention the deadline for receiving offers.	February 21 <sup>st</sup> , 2024
Sign	A sign was posted on the property	December 2023



# Annex A

## Flyer



**DATE LIMITE DE RÉCEPTION DES OFFRES\***  
**DEADLINE FOR RECEIPT OF OFFERS\***

23 février 2024 à 10h00  
February 23<sup>rd</sup>, 2024 at 10:00 AM



Adjacent au futur site de l'hôpital de l'Outaouais | Adjacent to the future Outaouais Hospital site

## Terrain pour développement, Gatineau (Québec) J8Y 6T5

Terrain résidentiel de 1 809 523 pi<sup>2</sup> pour développement, situé au bord de la rivière de Gatineau et du lac Leamy  
1,809,523 ft<sup>2</sup> residential lot for development, located on the shores of the Gatineau River and Leamy Lake

\*Modalité de vente à la dernière page  
Terms of sale on last page

Pour plus d'informations contactez:  
For more information contact:

**Richard Sauvé, CCIM, SIOR**

Vice-président principal  
Courtier immobilier agréé - Commercial  
Immobilier Richard Sauvé inc.

☎ 514 866 3333 x234

📠 514 212 0133

✉ rsauve@naiterramont.ca

**Anne-Marie B. Sauvé, BAA**

Vice-présidente  
Courtier immobilier - Commercial  
Immobilier Anne-Marie B Sauvé inc.

☎ 514 866 3333 x263

📠 514 779 4453

✉ amsauve@naiterramont.ca

### Caractéristiques de la propriété | Property Features



Superficie | Area  
Terrain | Lot

1 809 523 pi<sup>2</sup> | ft<sup>2</sup>  
41,5 acres



Prix demandé  
Asking price

Sur demande  
On demand

### Faits saillants | Highlights



- À proximité de plusieurs services | Close to several services
- Adjacent au futur site de l'hôpital de l'Outaouais (CHAU)  
Adjacent to the future Outaouais Hospital site (CHAU)
- En face de l'Hôtel-Casino du Lac-Leamy  
Opposite Hôtel-Casino du Lac-Leamy
- Situé au bord de la rivière de Gatineau et du lac Leamy  
Located on the shores of the Gatineau River and Leamy Lake
- Zonage permissif jusqu'à 20 étages | Permissive zoning up to 20 storeys
- À proximité des lignes de Rapibus | Close to Rapibus lines

### Désignation et zonage | Designation and Zoning



Zonage | Zoning  
Numéros de lot | Lot numbers  
(Cadastre du Québec)

Résidentiel | Residential  
5 397 010, 5 397 011 & 5 397 012

### Évaluation et taxes | Assessment and Taxes

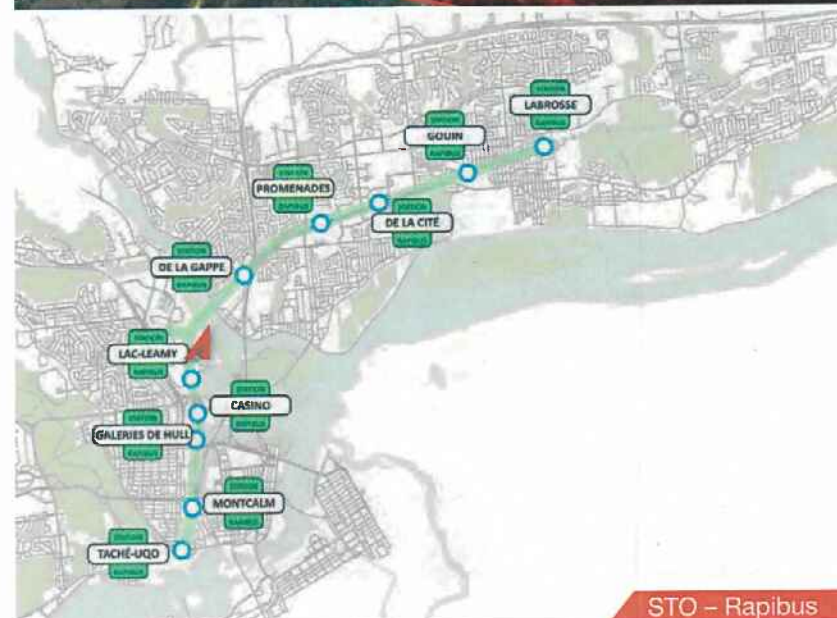


Évaluation municipale   Municipal Assessment (2023-2025)	
Terrain   Land	4 236 400 \$
Bâtiment   Building	— \$
Total	4 236 400 \$

Taxes	
Municipales   Municipal (2023)	44 215 \$
Scolaire   School (2023-2024)	À venir \$
Total	44 215 \$

## À vendre | For Sale

Terrain à usage multi-résidentiel à haute densité  
High-density multi-residential land  
Gatineau



STO – Rapibus

### Vue d'ensemble de l'emplacement | Location overview



- Attractions et services | Amenities and services
- 01 ..... Parc du Lac Leamy | Leamy Lake Park
  - 02 ..... Casino du Lac Leamy | Leamy Lake Casino
  - 03 ..... Musée de l'aviation du Canada | Canada Aviation Museum
  - 04 ..... Parlement du Canada | Canada's Parliament
  - 05 ..... Musée Canadien de l'histoire | Canadian Museum of History
  - 06 ..... Musée des Beaux-Arts du Canada | National Gallery of Canada
  - 07 ..... Musée Canadien de la nature | Canadian Museum of Nature
  - 08 ..... Musée Canadien des enfants | Canadian Children's Museum
  - 09 ..... Musée Canadien de la guerre | Canadian War Museum
  - 10 ..... Parc Jacques-Cartier | Jacques-Cartier Park
  - 11 ..... Parc Oméga | Omega Park
  - 12 ..... Parc de la Gatineau | Gatineau Park
  - 13 ..... Fairmont le Château Montebello
  - 14 ..... Nordik Spa nature



- Transport en commun | Public transport
- 15 ..... Ligne d'autobus | Bus line: 20, 27, 39, 827
  - 16 ..... Ligne d'autobus | Bus line: 921, 923, 925



- Commerces | Shops
- 17 ..... Bâton Rouge
  - 18 ..... Subway
  - 19 ..... Benny & Co.
  - 20 ..... Hull Pizza
  - 21 ..... Pacini Gatineau
  - 22 ..... Toujours Mikes
  - 23 ..... Arôme Restaurant
  - 24 ..... Restaurant la Station
  - 25 ..... Maxi
  - 26 ..... Walmart de Hull
  - 27 ..... Canadian Tire
  - 28 ..... Super C
  - 29 ..... Réno Dépôt
  - 30 ..... Police Ville de Gatineau



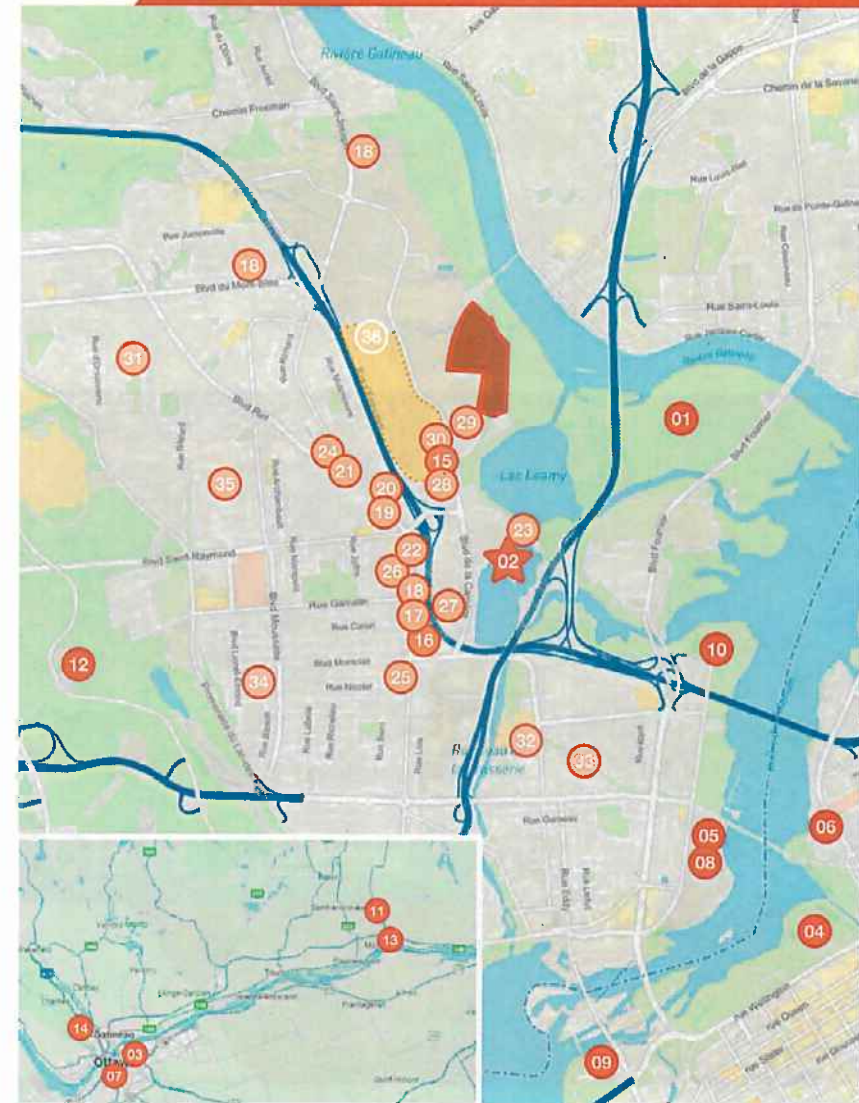
- Écoles | Schools
- 31 ..... École international du Mont-Bleu
  - 32 ..... École secondaire de l'île
  - 33 ..... École Saint-Rédempteur
  - 34 ..... École du lac des Fées
  - 35 ..... École du Parc-de-La-Montagne



- Prochainement | Coming soon
- 36 ..... Site de l'hôpital de l'Outaouais | Outaouais Hospital site

## À vendre | For Sale

Terrain à usage multi-résidentiel à haute densité  
High-density multi-residential land  
Gatineau



**Données démographiques | Demographic Data**

Ottawa &amp; Gatineau

**Population actuelle | Current population**

Population totale   Total Population	1 357 718
Âge médian   Median Age	39,4
Population totale de jour   Total Daytime Population	1 393 535

**Ménages actuels | Current Households**

Total des ménages   Total Household	544 433
Nombre moyen de personnes par ménage privé Average Persons per Private Household	2,5
Revenu moyen des ménages (année en cours) Household Average Income (current year)	121 201 \$
Revenu médian des ménages (année en cours) Household Median Income (current year)	96 180 \$

**Dépenses annuelles moyennes des ménages | Current Average Annual HH Spending**

Santé   Health Care	5 621 \$
Vêtement   Clothing	3 321 \$
Aliment   Food	12 994 \$

**Population active actuelle | Current Labour Force**

Taux de participation au marché du travail   Labour Participation Rate	68 %
Taux d'emplois   Labour Employment Rate	91,7 %



## Projection

Projection type non approuvé par la ville  
Typical projection not approved by the city



Conception: SLU planning  
514 717-9399

Bâtiment Building	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	Total	Superficie Area
Hauteur Height	20	20	20	20	20	20	20	4	4	4	4	4	20	20	20	20	20	20	20	20	20	20		
Unités /étage Units /floor	16	16	16	16	12	12	12	6	6	6	6	6	16	12	16	16	22	16	16	22	12	12		
Total unités Total units	320	320	320	320	240									240	320	320	440	320		440	240	240	5 200	447 200 m <sup>2</sup>
								24	24	24	24	24											120	13 800 m <sup>2</sup>
Notes : 22 bâtiments   buildings																								461 000 m <sup>2</sup>
4 étages   floors – Superficie moyenne par unité: 155 m <sup>2</sup> brut chaque   Average area per unit: 155 m <sup>2</sup> gross each																								4 962 163 pi <sup>2</sup>
20 étages   floors – Superficie moyenne par unité: 86 m <sup>2</sup> brut chaque   Average area per unit: 86 m <sup>2</sup> gross each																								



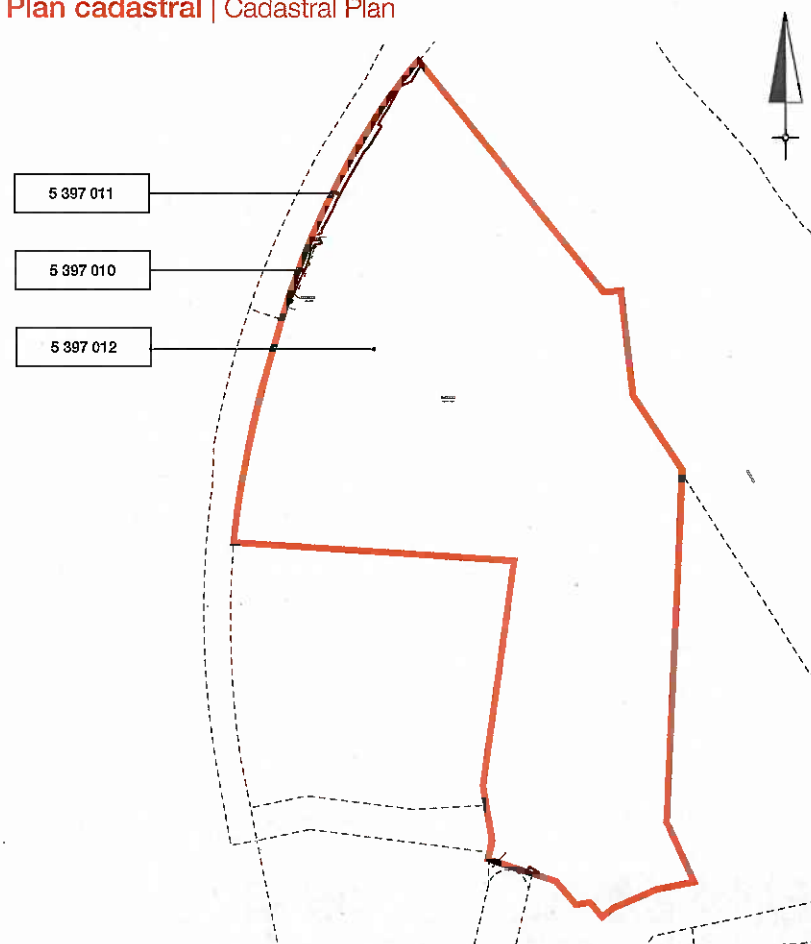
### Plan du zonage | Zoning Plan



### À vendre | For Sale

Terrain à usage multi-résidentiel à haute densité  
High-density multi-residential land  
Gatineau

### Plan cadastral | Cadastral Plan



Ce document ne constitue pas une offre ou une promesse pouvant lier le vendeur, mais il constitue une invitation à soumettre de telles offres ou promesses. Une inspection diligente est recommandée à tout acheteur potentiel. | This document is not an offer or a promise that may bind the seller, but is an invitation to submit such offers or promises. It is recommended that all potential purchasers proceed with a due diligence inspection.



## Vente sous contrôle de justice Sale under judicial supervision

Date limite : 23 février 2024 à 10h  
Deadline: February 23<sup>rd</sup>, 2024 at 10:00 AM

Offre envoyée à: [equipesaue@naiterramont.ca](mailto:equipesaue@naiterramont.ca)  
Offer sent to: [equipesaue@naiterramont.ca](mailto:equipesaue@naiterramont.ca)

Les offres seront présentées le 13 mars 2024 devant la Cour  
The bids will be presented to the Court on March 13<sup>th</sup>, 2024

### **Richard Sauvé, CCIM, SIOB**

Vice-président principal  
Courtier immobilier agréé - Commercial  
Immobilier Richard Sauvé inc.  
☎ 514 866 3333 x234  
☎ 514 212 0133  
✉ [rsauve@naiterramont.ca](mailto:rsauve@naiterramont.ca)

### **Anne-Marie B. Sauvé, BAA**

Vice-présidente  
Courtier immobilier - Commercial  
Immobilier Anne-Marie B Sauvé inc.  
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☎ 514 779 4453  
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## **APPENDIX J      SUMMARY OF OFFERS RECEIVED (UNDER SEAL)**