

May 16, 2023



Carrière Saint-Valérien Inc.

Sale of Assets under the Bankruptcy and Insolvency Act

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Notice to Reader

FTI Consulting Canada Inc. (“**FTI**”) is acting in its capacity as Receiver of Carrière Saint-Valérien Inc. (“**CSV**” or the “**Company**”), and not in its personal capacity. Please note that the term “**Receiver**” used in this call for tender (“**Confidential Information Memorandum**”) refers to FTI, but only in the above-mentioned capacity.

The Receiver is soliciting proposals for the purchase of all of the Company’s assets (“**Assets**”).

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

The Receiver expressly advises, and the Purchaser acknowledges, that the Purchaser will not and should not rely on this information in arriving at a decision to purchase the Assets or making a proposal to purchase them. The Receiver has not independently verified any of the information contained herein and makes no express or implied representation or warranty whatsoever, including with respect to the accuracy or completeness of such information. Nothing contained in this document is, or should be relied upon as, a representation as to the potential for the Assets. Each Purchaser must only and exclusively rely upon his own inspection and investigation in order to satisfy himself as to all matters relating to the Assets to be purchased, including without limitation, as to title, merchantability, encumbrances, description, fitness for purpose, quantity, condition, existence, quality, value or any other business or situation relating to the acquisition of the Assets.

The information contained herein has been prepared for the sole purpose of presentation to Purchasers of the Assets and is to be held in confidence and is not to be reproduced or used for any other purpose or disclosed to third parties without the Receiver’s prior written consent. Any sale of the Assets will be subject to prior approval by the Superior Court of Quebec (“**Court**”).

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

Sales Procedures

The Receiver will only consider proposals to purchase the Assets on an “as-is, where-is” basis at the Purchaser’s own risk and peril, without any representation or warranty whatsoever, whether legal or conventional.

The Assets will be available for inspection at the business place of CSV located at 631, Chemin de l’école, Saint-Valérien-de-Milton, Québec, J0H 2B0, by appointment only, by contacting the FTI representatives identified below.

All proposals must be submitted in accordance with the Terms and Conditions of Sale detailed on pages 8 to 13 of this Confidential Information Memorandum and must be received on or **before 4:00 p.m. (Eastern Daylight time), June 14, 2023 (the “Submission Deadline”)**, at the Receiver’s office at the address below.

Any contact by Purchasers is to be made directly with the designated representatives of the Receiver noted below:

FTI Consulting Canada Inc.
Suite 1700, 2001 Blvd Robert-Bourassa, Montreal, QC H3A 2A6

Patrick Fillion
Managing Director
csv@fticonsulting.com
+1.514.799.8289

Jordan Ouellet-Arijon
Senior Consultant
csv@fticonsulting.com
+1.438.308.1654

All proposals submitted to the Receiver in accordance with the Terms and Conditions of Sale will be considered. If a party submits a proposal not in accordance with the Proposal Form and the Terms and Conditions of Sale of this Confidential Information Memorandum, the Receiver may, but will not be obligated in any way to, consider the proposal.

Purchasers are advised that the Receiver reserves the right to withdraw a portion or all the Assets at any time prior to the Submission Deadline. In addition, the highest proposal may not necessarily be accepted, nor will any of the proposals submitted necessarily be accepted. Any proposal, which is accepted, will be subject to the execution of instruments of transfer on terms and in a form acceptable to the Receiver. Furthermore, any sale will be subject to the prior approval of the Court.

The Tenders will be opened privately, **Wednesday, June 14, 2023 at 4:00 p.m.(Eastern Daylight Time)** at the Receiver’s office.

Information on Carrière Saint-Valérien Inc.

Located in Saint-Valérien-de-Milton, on the south shore of Montreal, CSV operates a quarry and a sandpit.

The quarry is located at 631, Chemin de l'École, Saint-Valérien-de-Milton, Quebec, J0H 2B0.

CSV has been operating for almost ten years. The land represents an area of about 185 629 square meters and is mostly composed of sand and gravel. According to the "Commission de protection du territoire agricole du Québec" ("**CPTAQ**") and the municipality of Saint-Valérien-de-Milton, the land is located on a protected green zone for which the quarry and sandpit hold operating rights that are still valid and effective.

The Receiver will consider all offers for the assets of CSV. The transaction may be structured in different ways to meet the objectives of the Purchaser and the Receiver (subject to the consent of the Receiver and the approval of the Court, where applicable and to the extent applicable).

Asset Information

The Receiver expressly advises, and the Purchaser acknowledges, that the Purchaser will not and should not rely on this information in arriving at a decision to purchase the Assets or making a proposal to purchase them. The Receiver has not independently verified any of the information contained herein and makes no express or implied representation or warranty with respect to the accuracy or completeness of such information. Nothing contained in this document is, or should be, relied upon as a representation as to the potential for the Assets. Each Purchaser must only and exclusively rely upon his own inspection and investigation in order to satisfy himself as to all matters relating to the Assets to be purchased, including without limitation, as to title, merchantability, encumbrances, description, fitness for purpose, quantity, condition, existence, quality, value or any other business or situation relating to the acquisition of the Assets.

The land on which the quarry is located is registered in the Québec Cadastre under the lots no. 6135029 and 6135030 and represents a total area of 185,629.5 m². An evaluation report conducted by the firm CAPREA¹ concluded that as of May 1, 2022, the quarry would have an economic value by correlation of \$4,000,000. This valuation considers that the remaining volume of gravel and sand in the quarry would be 1,950,773 m³ or the equivalent of 3,200,000 metric tons, as determined by AEKO DRONAUTIQUE Inc¹. in a report dated July 12, 2021. This potential exploitation volume would allow the enterprise to operate the quarry for a period of approximately 40 years, considering an annual exploitation volume of 80,000 metric tons. The valuation as determined by CAPREA includes the land on which the quarry is located, the equipment present at the time of the evaluation and the sand and gravel.

On the quarry site there is currently:

- 1) A truck scale with a capacity of 100,000 tons, make Bourbeau, model 120 11-100k, 80 foot long. The scale includes a control cabin equipped with the required weighting systems.
- 2) A 12" suction water pump, make Berkeley, model B10JQBH and a 6 cylinders engine, make Cummins, model QSM11, both required to maintain the water in the quarry at an adequate level.

¹The above mentioned evaluation reports are available upon request.

Proposal form

To: FTI Consulting Canada Inc.
 in its capacity as Receiver of Carrière Saint-Valérien Inc.
 2001, Blvd Robert-Bourassa, Suite 1700
 Montréal QC H3A 2A6
 Attention: Jordan Ouellet-Arijon (csv@fticonsulting.com)

1. _____
 (Name of Purchaser issuing offer)

2. _____
 (address of Purchaser)

3. _____
 (Phone Number)

4. _____
 (Contact Person)

5. The total amount hereby offered is: \$ _____

6. This offer is irrevocable and is submitted pursuant to the *Terms and Conditions of Sale* prepared by FTI Consulting Canada Inc. in its capacity as Receiver of Carrière Saint-Valérien Inc., which are considered under this offer as if they were included throughout.

7. Enclosed is a bank draft or a certified cheque payable to FTI Consulting Canada Inc., in its capacity as Receiver of Carrières Saint-Valérien Inc. – in trust as a deposit in the amount of \$ _____, representing 5% of the total amount of our/my Offer submitted herein.

Dated at _____, this ____ day of _____, 2023

 (Full legal name of Purchaser)

 (Signature of Authorized Representative)

 (Name of Authorized Representative of Purchaser)



Terms and Conditions of Sale

1. The Receiver will only consider written proposals to purchase the Assets. All applicable taxes in connection with the sale shall be over and above the tendered price of purchase unless clearly indicated to the contrary in the proposal. Such proposals must be in a sealed envelope marked **“FTI CONSULTING CANADA INC. - DO NOT OPEN: PROPOSAL OFFER: Carrières Saint-Valérien Inc.”**

All proposals must be received by the Receiver at the following address on or before 4:00 p.m. (Eastern Daylight Time), June 14, 2023:

**FTI Consulting Canada Inc.
Suite 1700, 2001 Blvd Robert-Bourassa, Montreal, QC H3A 2A6**

Patrick Fillion
Managing Director
csv@fticonsulting.com
+1.514.799.8289

Jordan Ouellet-Arijon
Senior Consultant
csv@fticonsulting.com
+1.438.308.1654

2. All Offers must include a fully completed “Proposal Form” as presented in this document. Offers received that are not in the attached form or which amend the attached form may, at the sole discretion of the Receiver, be rejected.
3. Proposals will only be accepted on the basis that the party submitting the proposal has inspected the Assets and examined and satisfied itself as to the title thereto and that no representation, warranty (legal or conventional), term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or can be implied, with respect to anything including title, merchantability, condition, description, fitness for purpose, quality, quantity, existence or non-existence, or any other thing, affecting the Assets or in respect of any other matter or thing whatsoever.
4. Without limiting the foregoing, any Purchaser submitting a proposal acknowledges and agrees that the Assets will be sold on an “as-is, where-is” basis, at the Purchaser’s own risk and peril, and without any legal or conventional representations or warranties whatsoever, and that no adjustments shall be allowed to either the Receiver or a Purchaser for changes in condition or quantities of the Assets from the date hereof regardless of whatever defects, conditions or apparent defects. The Purchaser further acknowledges that the Receiver is not a professional seller within the meaning of the Article 1733 of the Civil Code of Québec.

5. Any Purchaser submitting a proposal acknowledges that the Receiver is under no obligation to inspect, count or provide any inspection or count of the Assets or any portion thereof and that it shall be deemed, to have relied entirely on its own judgment, inspection and investigation. It shall be the sole responsibility of a Purchaser to obtain, at its own expense, any consent to transfer the Assets and any further documents or assurance which are necessary or desirable in the circumstances to own or operate the Assets. Neither the Receiver or the Company shall be liable for any incorrect description, any defect or condition of any of the Assets, and no person submitting a proposal shall be entitled to make any claim against the Receiver, the Company or any of their respective shareholders, directors, officers or employees in connection with the proposal for the purchase of any of the Assets.
6. All proposals must be accompanied by a bank draft or certified cheque payable to “**FTI Consulting Canada Inc., in its capacity as Receiver of Carrières Saint-Valérien Inc. – in trust**” in an amount of at least 5% of the purchase price offered for the Assets. If the proposal is accepted, this bank draft or cheque shall be deemed a non-refundable cash deposit (the “**Deposit**”) and shall be held and applied against the purchase price at the Closing Date.
7. All proposals must be signed by a duly authorized officer or person of the entity making the proposal.
8. Proposals to liquidate the assets must contain a net minimum guaranteed return to the Receiver and will be subject to the liquidator and the Receiver entering into an auction services agreement on terms satisfactory to the Receiver.
9. The Receiver shall have no obligation to accept or even consider any proposal and reserves the right to reject any and/or all proposals, including the highest one. The acceptance of any proposal is at the Receiver’s sole and absolute discretion and subject to the approval of the Court. No person shall retract, withdraw or countermand a proposal before notification of acceptance or rejection of the proposal by the Receiver. If an offeror withdraws his offer before the acceptance or rejection by the Receiver, the Deposit will be kept by the Receiver as liquidated damages. For greater certainty, any proposal submitted shall constitute a firm and a legal commitment on the part of such person and shall be irrevocably open for acceptance until notification of acceptance or rejection by the Receiver.
10. The Receiver reserves the right, at any time, to waive any term or condition set forth herein. The Receiver reserves the right to amend or terminate the proposal process at any time and shall have no responsibility or liability for so doing.

11. If any proposal is accepted by the Receiver, the Receiver will notify the Purchaser immediately, by notice in writing either by mail, by courier or by prepaid registered mail or email addressed to the Purchaser at the address set forth in his proposal, such notice to be deemed effectively given and received when deposited in the post office, when emailed or when delivered as the case may be.
12. A proposal and the acceptance thereof in accordance with paragraph 11 above, together with these Terms and Conditions of Sale, which shall be deemed to form part of each proposal, shall constitute a valid and binding “Agreement of Purchase and Sale” between the party submitting the proposal and the Receiver with respect to such Assets, and such Agreement of Purchase and Sale shall not be amended without the written consent of the Receiver.
13. Each instrument of transfer necessary to give effect to the sale of the Assets pursuant to the Agreement of Purchase and Sale shall be on terms and in a form acceptable to the Receiver.
14. The conclusion of any sale shall be subject to prior approval of the Court and the Purchaser recognizes that the Receiver makes no representations as to its ability to obtain such approval.
15. The balance of the purchase price, together with any applicable taxes referred to below, shall be paid by wire transfer, bank draft or certified cheque payable to the Receiver on or before the Closing Date which shall be no later than five (5) business days after acceptance of the proposal by the Court. The closing shall take place at the offices of the Receiver.
16. All Deposits in respect of proposals not accepted by the Receiver shall be returned to the party by prepaid registered mail, addressed to the party at the address set forth in its proposal, without interest thereon.
17. The Purchaser will pay to the Receiver on or before the Closing Date, in addition to the balance of the purchase price, any and all federal, provincial, and other sales, goods and services taxes and other taxes whatsoever which are payable in connection with the sale, purchase and conveyance of the Assets herein, together with all duties, registration fees or other charges properly payable upon or in connection with the conveyance or transfer of the Assets or will provide the Receiver with appropriate exemption certificates in form and substance satisfactory to the Receiver in respect of such taxes.

18. The Purchaser shall be solely responsible for costs, on to or in the premises, if any, of removing the purchased assets and returning the premises to broom-swept condition after removal. These costs shall include the removal or cleanup of any hazardous substances released, on to or in the premises, as a result of the decommissioning, demobilization or removal of the purchased property.
19. The purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Assets and the use thereof by the Purchaser.
20. The Purchaser will indemnify and hold the Receiver harmless in respect of:
 - a. any taxes, penalties, interest and other amounts which may be assessed against the Receiver under the Excise Tax Act (Canada), the Quebec Sales Tax (Quebec), or any comparable law, whether provincial or federal, as a result of the sale of the Assets or as a result of the failure by the Purchaser to pay all the aforementioned taxes payable in connection with the transactions contemplated by this Agreement, whether arising from re-assessment or otherwise;
 - b. any and all fees and disbursements, including legal and other professional fees and disbursements related to a proposal made (if any), any Agreement of Purchase and Sale resulting therefrom, any and all searches, evaluations, consultations or representations, which the Purchaser may wish to do or has done; and,
 - c. any and all costs and expenses relating to the preparation and execution of any proposal (if any) or deed of sale, the registration and preparation of authentic copies thereof.
21. The Receiver shall not be required to furnish or produce any abstract, survey, deed, declaration or any other document or evidence of title except as such is in its possession, if any.
22. Prior to the Closing Date, all Assets shall be and will remain in the possession of and at the risk of the Receiver. After the Closing Date, Assets shall be at the risk of the Purchaser. In the event of a loss or damage to the Assets occurring on or before the closing of the transaction, the Purchaser may either acquire the damaged Assets as is without further compensation from the Receiver or a reduction in the selling price or he may terminate the agreement and recover all sums already paid to the Receiver without interest, cost or compensation.

23. If a sale contemplated by an Agreement of Purchase and Sale is not completed because of the Purchaser's default, the Purchaser's Deposit and all other payments made in connection with the purchase price shall be retained by the Receiver as liquidated damages, without prejudice to the Receiver's rights and recourses against the Purchaser to seek additional damages or other remedies, and the Assets may be resold by the Receiver and the Purchaser shall pay to the Receiver: **(i)** an amount equal to the amount, if any, by which the Purchase Price under the Agreement of Purchase and Sale exceeds the net purchase price received by the Receiver pursuant to such resale, and **(ii)** an amount equal to all costs and expenses incurred by the Receiver in respect of or occasioned by the Purchaser's failure to comply with an Agreement of Purchase and Sale.
24. The submission of a proposal to the Receiver shall constitute an acknowledgment that the Purchaser has reviewed, understood, acknowledged and agreed to the terms of this Confidential Information Memorandum, including without limitation the accompanying "Notice to Reader", as well as these "Terms and Conditions of Sale", all of which shall be deemed to be included in such proposal as if recited therein at length.
25. The Purchaser acknowledges that the Receiver is acting solely in its capacity as Receiver of Carrières Saint-Valérien Inc., and that, as such, the Receiver shall have no liability of any kind, whether in contract, in tort (extra-contractual liability) or otherwise, hereunder or under any Agreement of Purchase and Sale contemplated hereby, or as a result of any sale contemplated hereby.
26. The present Confidential Information Memorandum, any proposal or offer, any Agreement of Purchase and Sale and any instruments of transfer shall be governed by the laws of Quebec, and such agreement shall ensure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or assigns as the case may be, provided that a Purchaser may not assign or transfer any of its rights or obligations under any Agreement of Purchase and Sale without the prior written consent of the Receiver, which may be withheld in the Receiver's sole discretion.
27. The Terms and Conditions of Sale contained herein shall not merge on the closing of the transaction contemplated by any Agreement of Purchase and Sale but shall survive such closing and remain in full force and effect and be binding on the Purchaser thereafter, or any subsequent purchaser (if any).

28. In the event of a discrepancy between the French and English version of this document, the French version will take precedence over the English version.

DATED AT MONTREAL, this 16th day of May 2023.

FTI Consulting Canada Inc.

In its capacity as Receiver of Carrières Saint-Valérien Inc., and not in its personal capacity.