

**SUPERIOR COURT**  
(Commercial Division)

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTREAL**  
**No.: 500-11-055122-184**

---

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC  
1985, C C-36, AS AMENDED:**

**THE SMI GROUP INC.**  
**THE S.M. GROUP INC.**  
**CLAULAC INC.**  
**SMI CONSTRUCTION INC.**  
**ÉNERPRO INC.**  
**S.M. INTERNATIONAL GROUP (CONSTRUCTION) INC.**  
Debtors

-and-

**THE S.M. GROUP INTERNATIONAL LP**  
**THE S.M. GROUP (ONTARIO) INC.**  
**AMÉNATECH INC.**  
**LABO S.M. INC.**  
**S.M. INDUSTRIAL CONSULTANTS INC.**  
**S.M. CONSULTANTS INC.**  
**3215288 CANADA INC. (FORMERLY CSP SECURITY CONSULTING INC.)**  
**THE S.M. GROUP INTERNATIONAL (S.A.) INC.**  
**LE GROUPE S.M. INTERNATIONAL (CONSTRUCTION) EURL**  
**SM SAUDI ARABIA CO LTD.**  
**THE S.M. GROUP INTERNATIONAL SARL**  
**THE S.M. GROUP INTERNATIONAL ALGÉRIE EURL**  
**S.M. UNITED EMIRATES GENERAL CONTRACTING LLC**  
**SMI-ENERPRO GREEN FUND GP INC.**  
**SMI-ENERPRO GREEN FUND LP**  
**9229-4263 QUÉBEC INC.**  
Mises-en-cause

-and-

**ALARIS ROYALTY CORP.**  
**INTEGRATED PRIVATE DEBT FUND V LP**  
Applicants

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

-and-

**FNX-INNOV INC.**

Purchaser

---

**JOINT APPLICATION FOR AN ASSIGNMENT AND EXTENSION ORDER**  
(Sections 11, 11.02 (2) and 11.3 of the *Companies' Creditors Arrangement Act*)

---

**TO THE HONORABLE JUSTICE CHANTAL CORRIVEAU, SITTING IN  
COMMERCIAL DIVISION IN THE DISTRICT OF MONTREAL, THE APPLICANTS  
RESPECTFULLY STATE:**

**I. INTRODUCTION**

1. By the present joint application (this "**Application**"), the Applicants, Alaris Royalty Corp. and Integrated Private Debt Fund V LP, seek, on behalf of the Debtors and the Mises-en-cause (collectively, the "**Debtors**") further orders necessary for the implementation of the transaction (the "**Transaction**") between the Vendors (as defined below) and FNX-Innov Inc. (formerly 11017870 Canada Inc., "**FNX**") Thornhill G.P. and 11054953 Canada Inc. (collectively, the "**Purchasers**"), which was approved by this Court pursuant to an *Approval, Vesting, Distribution and Priority Charges Order* dated November 12, 2018 (the "**Approval and Vesting Order**").
2. All capitalized terms used but not otherwise defined in this Application have the meanings ascribed to them in the Initial Order rendered on August 24, 2018 (as amended on September 21 and November 12, 2018, the "**Initial Order**").
3. In particular, this Application seeks orders:
  - (a) assigning to FNX the rights, benefits, obligations and interests of the Debtors under various specific agreements (the "**Schedule A Agreements**") and approving the procedure for notifying the counterparties to such agreements (the "**Counterparties**"); and
  - (b) approving an additional "administrative" assignment procedure similar to the one already approved by this Court, which would allow the Purchasers to identify and seek the assignment of additional agreements and/or Tenders (as defined below) for 90 day period (the "**Additional Administrative Assignment Process**"),

the whole in accordance with the draft Assignment and Extension Order (the "**Proposed Order**") communicated herewith as **Exhibit A-1**.

4. The Applicants also request an extension of the Stay Period until November 15, 2019, which has become necessary as a consequence of the Court of Appeal of Quebec having granted leave to appeal a decision of this Court. This appeal, which is expected to be disposed of in September 2019, has resulted in FNX being unable to reimburse the transition financing approved as part of the Transaction.
5. The extension to the Stay Period will also allow the Monitor to continue its efforts, in consultation with the Applicants, to realize on the remaining assets of the Debtors and certain other members of the corporate group which are no longer subject to these proceedings (collectively, the “**SM Group**”), namely life insurance policies subscribed for the benefit of certain Debtors as well as claims being asserted in the bankruptcy proceedings of Mr. Bernard Poulin (“**Poulin**”).
6. The Monitor supports the assignment contemplated in the Proposed Order (the “**Proposed Assignment**”) as well as the requested extension to the Stay Period, the whole as will be explained more fully in the Monitor’s Sixth Report to the Court (the “**Monitor’s Sixth Report**”) to be filed prior to the hearing of this Application.

## **II. BACKGROUND**

7. On application of the Applicants, this Court rendered the Initial Order on August 24, 2018 commencing these proceedings under the CCAA (the “**CCAA Proceedings**”). Pursuant to the Initial Order, LGBM Inc. was appointed as Chief Restructuring Officer (the “**CRO**”) and the Monitor was appointed as monitor.
8. On September 21, 2018, this Court issued an order, *inter alia*, amending the Initial Order and extending the Stay Period to November 14, 2018.
9. On November 12, 2018, this Court rendered the Approval and Vesting Order whereby it:
  - (a) approved the Transaction and its governing agreements;
  - (b) discharged and released the CRO from his functions in the CCAA Proceedings and expanded the Monitor’s powers such that the latter has since had effective control over the Debtors’ affairs and operations; and
  - (c) extended the Stay Period and the application of the Initial Order to December 19, 2018.
10. On December 10, 2018, this Court issued an order (the “**First Assignment Order**”), pursuant to which it:
  - (a) authorized the assignment to FNX of the rights, benefits, obligations and interests of the Vendors (as defined in the Approval and Vesting Order) under various specific agreements;

- (b) approved an “administrative” assignment process whereby FNX could seek and obtain the assignment in its favour of the Vendors’ rights, benefits, obligations and interests under additional agreements within a 60 day period following the final closing of the Transaction (the “**Post-Closing Administrative Assignment Process**”); and
  - (c) extended the Stay Period and the application of the Initial Order to March 8, 2019.
11. On December 13, 2018, this Court rendered another assignment order authorizing the assignment to FNX of the Vendors’ rights, benefits, obligations and interests under certain other agreements with the consent of the relevant counterparties and on the same terms as those contemplated in the First Assignment Order.
  12. On February 19, 2019, this Court issued an order (oral reasons reported on April 17, 2019), *inter alia*, assigning certain agreements to FNX, in accordance with the Post-Closing Administrative Assignment Process, and declaring that, for greater certainty, the rights, benefits, obligations and interests of any of the Vendors under one or more bids, tenders, offers, *devis*, *soumissions*, and *offres de services* (collectively, “**Tenders**”) constituted “agreements” within the meaning of the First Assignment Order.
  13. On March 1, 2019, this Court rendered judgment on an Application for Declaratory Judgment filed by the Monitor in connection with the City of Montreal’s right to operate compensation in respect of certain amounts owed to the Vendors (the “**Compensation Judgment**”).
  14. On March 8, 2019, this Court issued an order extending the Stay Period and the application of the Initial Order to May 10, 2019.
  15. On April 10, 2019, the Court of Appeal of Quebec granted leave to the City of Montreal to appeal the Compensation Judgment and established a procedural timetable for the adjudication of such appeal (the “**Pending Appeal**”).

### III. THE RELIEF SOUGHT IS NECESSARY AND APPROPRIATE

#### A. The Proposed Assignment should be approved

16. The assignment to the Purchasers of the Vendors’ rights, benefits, obligations and interests in agreements to which any of them were a party was an essential feature of the Transaction, which was approved by this Court pursuant to the Approval and Vesting Order.
17. Given that the Vendors were party to more than 2,000 contracts and the necessity to complete the Transaction as soon as possible, for the benefit of all affected stakeholders, the Vendors requested and obtained approval for the Post-Closing Administrative Assignment Process to afford more flexibility to the Purchasers in identifying and seeking the assignment of agreements.

18. In the 60 days following the final closing of the Transaction, the Purchasers identified, sought and in most cases obtained the assignment of various agreements in accordance with the Post-Closing Administrative Assignment Process.
19. Nevertheless and despite the best efforts of the Purchasers, certain agreements which the Purchasers' wish to assign in their favor were only identified after the expiry of the delays governing the Post-Closing Administrative Assignment Process such that it is necessary to seek the assignment of such agreements from this Court.
20. The terms of the Proposed Assignment are substantially similar to those authorized by this Court in the First Assignment Order. In particular, the Proposed Order contemplates:
  - (a) the assignment of the Schedule A Agreements to FNX as of the granting of such order;
  - (b) the Purchasers being entitled to identify and seek the assignment of additional agreements (including Tenders) within 90 days of the granting of such order, in accordance with the Additional Administrative Assignment Process;
  - (c) the limitation of the rights of the counterparties to the Schedule A Agreements and any agreements assigned pursuant to the Additional Administrative Assignment Process (collectively, the "**Assigned Agreements**"), if any, to operate compensation in the same manner as was provided for in the First Assignment Order.
21. The proposed assignment of the Schedule A Agreements involves 97 agreements to which one or more of the Debtors are a party as well as 23 Counterparties.
22. In consultation with the Monitor and the Purchaser, the Applicants issued bilingual assignment notices to most of the Counterparties by email on April 30, 2019. By March 3, 2019, all of the remaining Counterparties had received an assignment notice, a redacted example of which is communicated herewith as **Exhibit A-2**
23. 62 of the Schedule A Agreements are between one or more of the Debtors and the *Ministère des Transports*, which the Applicants are advised has consented to the proposed assignment of such agreements.
24. With respect to the Additional Administrative Assignment Process, it will permit the Purchasers to seek the assignment of additional agreements, if necessary, without incurring the costs associated with further applications to this Court.

25. The counterparties to any agreements assigned pursuant to the Additional Administrative Assignment Process will have the same protections provided for under the Post-Closing Administrative Assignment Process, approved by the First Assignment Order, such as review by the Monitor and the right of opposition.
26. It is therefore respectfully submitted that the applicable criteria to effect the Proposed Assignment are satisfied in that:
- (a) all of the counterparties to the Assigned Agreements have received or will receive notice of the Proposed Assignment;
  - (b) all of the Debtors' rights and obligations under the Assigned Agreements are assignable by their nature and do not arise under any of the prohibited agreements enumerated at section 11.3(2) CCAA;
  - (c) the Monitor has approved the assignment of the Schedule A Agreements and will be called upon to approve the assignment of any of the other Assigned Agreements;
  - (d) FNX will be able to perform the obligations under any Assigned Agreements;
  - (e) the Proposed Assignment is appropriate in the circumstances as it is an essential feature of the Transaction that has been approved by the Court for the benefit of the Debtors' stakeholders;
  - (f) all monetary defaults under the Assigned Agreements that are required to be remedied under the CCAA will be remedied; and
  - (g) each of the Counterparties will receive notification of the Proposed Assignment Order.
27. Furthermore, as will be addressed below, the Stay Period must, in any event, be extended to allow for the adjudication of the Pending Appeal such that the Additional Administrative Assignment Process will not delay the resolution of the CCAA Proceedings.
28. Consequently, the Applicants, on behalf of the Debtors and with the support of the Monitor and the Purchasers, respectfully request that the Proposed Assignment be approved and rendered effective in accordance with the terms of the Proposed Order.

**B. The extension of the Stay Period is necessary and appropriate**

29. As noted above, the Court of Appeal of Quebec has granted leave to appeal the Compensation Judgment and has established a timetable which contemplates the hearing of the appeal in September 2019.

30. The Applicants therefore have no choice but to seek the extension of the Stay Period until the Pending Appeal is adjudicated upon in order to allow the Monitor, which is the Respondent to the appeal, to assert its position.
31. Another consequence of the Pending Appeal is that FNX now lacks the necessary liquidity to reimburse the transition financing approved and extended as part of the Transaction (the “**Transition Financing**”), which is due and payable, the whole as appears from letters exchanged between the undersigned attorneys and counsel for FNX dated April 2 and 5, communicated herewith *en liasse* as **Exhibit A-3**.
32. As further appears from this correspondence (A-3), FNX has advised the Applicants that other municipalities have also withheld payments, which, along with the amounts owed by the City of Montreal, total over \$3,500,000, such that it appears unlikely that the Transition Financing will be reimbursed before the Pending Appeal is resolved.
33. Over the course of the coming weeks, the Monitor will continue its efforts to realize on certain remaining assets of the SM Group, namely the life insurance policies covering Poulin and others subscribed for benefit of certain Debtors (the “**Life Insurance Policies**”) as well as claims being asserted by certain members of the SM Group in the bankruptcy proceedings of Poulin.
34. The Monitor has been in the process of soliciting offers in connection with the potential assignment of the Life Insurance Policies to one or more acquirers in consideration of cash payments to be made to the Monitor for the benefit of the Debtors’ creditors, as will be explained in the Monitor’s Sixth Report. Any offers received regarding the Life Insurance Policies will be reviewed by the Monitor and, if accepted, submitted to the Court for approval.
35. With respect to the SM Group’s claims against Poulin, the Monitor has filed proofs of claim in Poulin’s bankruptcy proceedings on behalf of 3215288 Canada Inc. (formerly CSP Security Consulting Inc.), The Group S.M. Group International LP, The S.M. Group Inc. and Les Services de Personnel S.M. inc. (in the latter case, in its capacity as court-appointed Receiver) for amounts totaling more than \$8,000,000 (the “**Bankruptcy Claims**”).
36. The Monitor will continue to assert the Bankruptcy Claims on behalf of the relevant members of the SM Group during the Stay Period. In the event further actions are necessary to assert such claims after the completion of the CCAA Proceedings, appropriate measures will be implemented.
37. It is respectfully submitted that the Applicants and the Debtors, with their affairs now being managed by the Monitor in consultation with the Applicants, have acted, and are acting in good faith and with due diligence.
38. Given the anticipated time of hearing of the Pending Appeal, the extension of the Stay Period and the application of the Initial Order has been sought until November 15, 2019.

#### IV. CONCLUSION

39. The relief sought in this Application allows for the most complete implementation of the Transaction, which has permitted the continuation of many aspects of the Business, the whole for the benefit of the hundreds of employees providing services in connection with the Assigned Agreements as well as the Debtors' other stakeholders, including its clients, suppliers and creditors.
40. The Monitor supports the Proposed Assignment as well as the requested extension as appears from the Monitor's Sixth Report.
41. Given the need to assign the Schedule A Agreements as soon as possible to allow for their performance by the Purchasers, it is respectfully requested that this Court order the provisional execution of the Proposed Order, notwithstanding any appeal.

#### FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

**GRANT** the present *Joint Application for an Assignment and Extension Order* (the "**Application**");

**RENDER** an Order substantially in the form of the draft *Assignment and Extension Order* filed in support of the Application as **Exhibit A-1**;

**THE WHOLE WITHOUT COSTS**, except in the case of contestation.

Montréal, May 6, 2019

Montréal, May 6, 2019

(s) Miller Thomson LLP

(s) McCarthy Tétrault LLP

Miller Thomson LLP  
Lawyers for the Applicant  
Integrated Private Debt Fund V LP  
M<sup>re</sup> Kyla Mahar  
M<sup>re</sup> Michel Laroche

McCarthy Tétrault LLP  
Lawyers for the Applicant,  
Alaris Royalty Corp.  
M<sup>re</sup> Alain N. Tardif  
M<sup>re</sup> Jocelyn T. Perreault  
M<sup>re</sup> Noah Zucker

3700 - 1000 De La Gauchetière St.  
West  
Montréal, QC H3B 4W5  
Telephones: 416.597.4303  
514.871.5337

2500 - 1000 De La Gauchetière St.  
West  
Montréal, QC H3B 0A2  
Telephones: 514.397.4274  
514.397.7092  
514.397.5480

Emails: kmahar@millerthomson.com  
mlaroche@millerthomson.com

E-mails: atardif@mccarthy.ca  
jperreault@mccarthy.ca  
nzucker@mccarthy.ca



---

**AFFIDAVIT**

---

I, the undersigned, **MARTIN FRANCO**, Senior Vice-President at Deloitte Restructuring Inc., having a place of business at 1190 Avenue des Canadiens-de-Montréal, Suite 500, Montréal, Québec, H3B 0M7, solemnly affirm that all of the facts alleged in the present *Joint Application for an Assignment and Extension Order* that do not otherwise appear from the exhibits thereto and the Court record are true.


AND I HAVE SIGNED:



---

**MARTIN FRANCO**

SOLEMNLY DECLARED before me  
at Montréal, Québec  
this 6 day of May, 2019

  
\_\_\_\_\_  
Commissioner of Oaths for the Province of Québec



---

**NOTICE OF PRESENTATION**

---

**To: SERVICE LIST**

TAKE NOTICE that the present application will be presented for adjudication before the Honourable Justice Chantal Corriveau of the Superior Court of Quebec, sitting in the commercial division for the district of Montreal, on **May 10, 2019** at the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6, at **1:15 p.m. in room 15.06.**

Montréal, May 6, 2019

(s) Miller Thomson LLP

---

Miller Thomson LLP  
Lawyers for the Applicant  
Integrated Private Debt Fund V LP  
M<sup>tre</sup> Kyla Mahar  
M<sup>tre</sup> Michel Laroche

Montréal, May 6, 2019

(s) McCarthy Tétrault LLP

---

McCarthy Tétrault LLP  
Lawyers for the Applicant,  
Alaris Royalty Corp.  
M<sup>tre</sup> Alain N. Tardif  
M<sup>tre</sup> Jocelyn T. Perreault  
M<sup>tre</sup> Noah Zucker

---

**LIST OF EXHIBITS**

---

- A-1:** Proposed Order
- A-2:** Redacted Sample Assignment Notice
- A-3:** Letters dated April 2<sup>nd</sup>, 2019 and April 5<sup>th</sup>, 2019

Montréal, May 6, 2019

(s) Miller Thomson LLP

---

Miller Thomson LLP  
Lawyers for the Applicant  
Integrated Private Debt Fund V LP  
M<sup>tre</sup> Kyla Mahar  
M<sup>tre</sup> Michel Laroche

Montréal, May 6, 2019

(s) McCarthy Tétrault LLP

---

McCarthy Tétrault LLP  
Lawyers for the Applicant,  
Alaris Royalty Corp.  
M<sup>tre</sup> Alain N. Tardif  
M<sup>tre</sup> Jocelyn T. Perreault  
M<sup>tre</sup> Noah Zucker

**SUPERIOR COURT**  
(Commercial Division)

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTREAL**  
**No.: 500-11-055122-184**  
**Date: May \_\_\_\_, 2019**

---

**PRESIDING: THE HONOURABLE CHANTAL CORRIVEAU, J.S.C.**

---

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC  
1985, C C-36, AS AMENDED:**

**THE SMI GROUP INC.**  
**THE S.M. GROUP INC.**  
**CLAULAC INC.**  
**SMI CONSTRUCTION INC.**  
**ÉNERPRO INC.**  
**S.M. INTERNATIONAL GROUP (CONSTRUCTION) INC.**  
Debtors

-and-

**THE S.M. GROUP INTERNATIONAL LP**  
**THE S.M. GROUP (ONTARIO) INC.**  
**AMÉNATECH INC.**  
**LABO S.M. INC.**  
**S.M. INDUSTRIAL CONSULTANTS INC.**  
**S.M. CONSULTANTS INC.**  
**3215288 CANADA INC. (FORMERLY CSP SECURITY CONSULTING INC.)**  
**THE S.M. GROUP INTERNATIONAL (S.A.) INC.**  
**LE GROUPE S.M. INTERNATIONAL (CONSTRUCTION) EURL**  
**SM SAUDI ARABIA CO LTD.**  
**THE S.M. GROUP INTERNATIONAL SARL**  
**THE S.M. GROUP INTERNATIONAL ALGÉRIE EURL**  
**S.M. UNITED EMIRATES GENERAL CONTRACTING LLC**  
**SMI-ENERPRO GREEN FUND GP INC.**  
**SMI-ENERPRO GREEN FUND LP**  
**9229-4263 QUÉBEC INC.**  
Mises-en-cause

-and-

**ALARIS ROYALTY CORP.**  
**INTEGRATED PRIVATE DEBT FUND V LP**  
Applicants

-and-

**DELOITTE RESTRUCTURING INC.**  
Monitor

-and-

**FNX-INNOV INC.**  
Purchaser

---

**ASSIGNMENT AND EXTENSION ORDER**

---

- [1] **ON READING** the *Joint Application for an Assignment and Extension Order* (the “**Application**”) of the Applicants, Alaris Royalty Corp. and Integrated Private Debt Fund V LP, brought on behalf of the Debtors and the Mises-en-cause (collectively, the “**Debtors**”), as well as the affidavit and the exhibits filed in support thereof;
- [2] **SEEING** the service of the Application;
- [3] **SEEING** the submissions of the attorneys present at the hearing of the Application and the testimony of the witnesses heard;
- [4] **SEEING** the provisions of the *Companies’ Creditors Arrangement Act* (“**CCAA**”);
- [5] **SEEING** that the Monitor approves the proposed assignments;
- [6] **SEEING** that each of the Counterparties (as defined below) has received notice of the Application.
- [7] **SEEING** the Initial Order rendered on August 24, 2018 (as amended on September 21 and November 12, 2018, the “**Initial Order**”);
- [8] **SEEING** the *Approval, Vesting, Distribution and Priority Charges Order* dated November 12, 2018 (the “**Approval and Vesting Order**”).

**WHEREFORE THE COURT:**

- [9] **GRANTS** the Application.

- [10] **DECLARES** that unless otherwise defined in the present Order (this “**Order**”), all capitalized terms used herein shall have the meanings ascribed to them in the Approval and Vesting Order.

### **SERVICE AND NOTICE**

- [11] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with any further service thereof.
- [12] **PERMITS** service of this Order at any time and place and by any means whatsoever, including by email.
- [13] **DECLARES** that the parties to the Schedule A Agreements (as defined at paragraph [14] of this Order) (the “**Counterparties**”) have received adequate notice of the Application pursuant to section 11.3 (1) CCAA.

### **ASSIGNMENT OF AGREEMENTS**

- [14] **ORDERS** and **DECLARES** that, upon the issuance of this Order, the rights, benefits, obligations and interests of the Debtors under the agreements listed on Schedule A to this Order (the “**Schedule A Agreements**”) shall be automatically and irrevocably assigned to FNX-Innov Inc. (the “**Purchaser**”) without any further consents or approvals of this Court.
- [15] **DECLARES** that the Purchaser shall be entitled to notify the Applicants in writing, within 90 days of the date of the issuance of this Order, with copy to the Monitor, that it seeks the additional administrative assignment of the rights, benefits, obligations and interests of the Debtors under one or more bids, tenders, offers, *devis*, *soumissions*, *offres de services* (collectively, “**Tenders**”) and/or agreements to which one or more Debtors are party and which do not form part of the Schedule A Agreements (a “**Proposed Additional Administrative Assignment**” and each such agreement and/or Tender a “**Proposed Additional Administrative Assigned Agreement**”).
- [16] **ORDERS** the Monitor, within five days of the receipt from the Purchaser of a notice of a Proposed Additional Administrative Assigned Agreement, to review such assignment, and:
- (a) if the Monitor approves the Proposed Additional Administrative Assignment, direct the Applicants to send one or more notices of the Proposed Additional Administrative Assignment to the parties to the applicable Proposed Additional Administrative Assigned Agreement substantially in the form of the draft notice attached hereto as Schedule B (a “**Notice of Proposed Additional Administrative Assignment**”), with copy to the Monitor; or

- (b) if the Monitor does not approve the Proposed Additional Administrative Assignment, inform the Applicants and the Purchaser in writing of its decision (a “**Monitor’s Notice**”).

[17] **DECLARES** that :

- (a) if a party to a Proposed Additional Administrative Assigned Agreement has notified the Monitor of its opposition to the Proposed Additional Administrative Assignment within 15 days of the receipt of a Notice of Proposed Additional Administrative Assignment; or
- (b) if the Monitor has issued a Monitor’s Notice;

the Applicants or the Purchaser shall be entitled to apply to this Court to seek the assignment of such Proposed Additional Administrative Assigned Agreement.

[18] **ORDERS** and **DECLARES** that the counterparties to the Proposed Additional Administrative Assigned Agreements which have received a Notice of Proposed Additional Administrative Assignment in respect of any Tenders shall analyse such Tenders as if they had been made, filed and submitted by the Purchaser.

[19] **ORDERS** and **DECLARES** that any assessment of any Tenders made by the counterparties to the Proposed Additional Administrative Assigned Agreements prior to the date of this Order shall be applicable to the Purchaser.

[20] **ORDERS** and **DECLARES** that the Purchaser shall be bound by the content of any Tenders for which it seeks the Proposed Additional Administrative Assignment, including, without limitation, all undertakings and attestations made therein by the Debtors.

[21] **ORDERS** the Monitor, if no party to a Proposed Additional Administrative Assigned Agreement has notified it of an opposition to the Proposed Additional Administrative Assignment within 15 days of the receipt of the Notice of Proposed Additional Administrative Assignment, to issue forthwith and file with the Court a certificate substantially in the form appended as Schedule C hereto (an “**Additional Administrative Assignment Certificate**”).

[22] **ORDERS** and **DECLARES** that upon the issuance of an Additional Administrative Assignment Certificate by the Monitor, the rights, benefits, obligations and interests of the Debtors under the agreements mentioned in such Additional Administrative Assignment Certificate (the “**Additional Administrative Assigned Agreements**”) shall be automatically and irrevocably assigned to the Purchaser without any further consents or approvals of this Court.

[23] **ORDERS** that all monetary defaults of the Debtors in relation to the Schedule A Agreements and the Additional Administrative Assigned Agreements (collectively, the “**Assigned Agreements**”) – other than those arising by reason only of the insolvency of the Debtors, the commencement of proceedings under

the CCAA or the failure to perform non-monetary obligations – shall be remedied as follows:

- (a) regarding the Schedule A Agreements, within 30 days of the date of this Order; and
- (b) regarding the Additional Administrative Assigned Agreements, within 30 days of the date of the filing of the Additional Administrative Assignment Certificate in connection with such Additional Administrative Assigned Agreement(s).

[24] **DECLARES** that subject to the Purchaser's obligations relating to the monetary defaults set forth in paragraph [23], the counterparties to any Assigned Agreements have no right to claim or effect compensation between:

- (a) on the one hand, the amounts that are currently owing or which may become owing by such counterparties to any of the Debtors or the Purchaser, as the case may be, in connection with professional services rendered or to be rendered under the Assigned Agreements by the Debtors or the Purchaser, as the case may be, as and from November 19, 2018, being the date of the Monitor's Preliminary Closing Certificate ; and
- (b) on the other hand, any amounts owed, or allegedly owed, by the Debtors to such counterparties prior to November 19, 2018, whether related or not to the Assigned Agreements;

[25] **ORDERS** that any anti-assignment or consent-to-assignment provisions in any Assigned Agreements shall not restrict, limit, impair, prohibit or otherwise affect the assignment of the Assigned Agreements provided by this Order.

[26] **ORDERS** that the Assigned Agreements shall be valid and binding and in full force and effect and enforceable by the Purchaser in accordance with their terms for the benefit of the Purchaser.

[27] **ORDERS** and **DIRECTS** the Applicants to notify a copy of this Order to each of the Counterparties in the same manner as such Counterparty was notified of the Application by way of a notice substantially in the form of the draft notice annexed hereto as Schedule D.

[28] **AUTHORIZES** the Applicants, the Debtors, the Purchaser and the Monitor to perform all acts, sign all documents and take any other action that could be required or useful to give full effect to the assignment of the Assigned Agreements to the Purchaser in accordance with this Order.

#### **VALIDITY OF THE TRANSACTION**

[29] **ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;



- (b) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (“**BIA**”) and any order issued pursuant to any such petition; or
- (c) the provisions of any federal or provincial legislation;

the assignment of the Assigned Agreements to the Purchaser in accordance with this Order, as well as any payments made or actions taken pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Debtors, the Purchaser or the Monitor.

### **EXTENSION OF THE STAY**

- [30] **ORDERS** that the Stay Period (as defined in the Initial Order) and the application of the Initial Order is extended November 15, 2019.

### **LIMITATION OF LIABILITY**

- [31] **DECLARES** without derogating from, and in addition to, any other protections afforded to the Monitor pursuant to orders of the Court, the CCAA, or otherwise, no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.

### **GENERAL**

- [32] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [33] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Monitor shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.
- [34] **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.

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

**THE WHOLE WITHOUT LEGAL COSTS.**

---

**CHANTAL CORRIVEAU, J.S.C.**

**SCHEDULE A**  
**AGREEMENTS**

Ministère de l'Énergie et des Ressources naturelles:

<b>Description</b>	<b>Ref.</b>
Contrat de services professionnels et ses avenants intitulé Élaboration d'un plan de restauration et conception des plans et devis dans le cadre de la restauration du site minier Barvue portant le numéro 2010-1383-25 intervenu entre le Ministère de l'Énergie et des Ressources Naturelles (MERN) et le Consortium SMi-Stavibel (consortium ad hoc). PLANS ET DEVIS BARVUE - CONSOR	F102137

CHU Ste-Justine:

<b>Description</b>	<b>Ref.</b>
CHU STE-JUSTINE-1183-C.BRUNEAU	F1625889

CISSS de la Montérégie Est:

<b>Description</b>	<b>Ref.</b>
MISE NORMES HÔTEL-DIEU SOREL	F1801000 (SEAO 1156762 NON OBTENU)

CISSS de Lanaudière:

<b>Description</b>	<b>Ref.</b>
CISSS DE LANAUDIÈRE	F1727536
CISSS DE LANAUDIÈRE	F1727545 (SEAO 1041884)
REMPLACEMENT DES TOURS D'EAU	F1800044

CISSS des Laurentides:

<b>Description</b>	<b>Ref.</b>
CISSS LAURENTIDES-QUALIF. SUD	F1800069 (SEAO 1128020)
PFT MONT-LAURIER	F1801744 (BC : 6003880)
CISSS LAURENTIDES-QUALIF. NORD	F1800067 (SEAO 1128011)
CHSLD ARGENTEUIL	F1801739 (BC: 6003883)

CISSS Laval:

<b>Description</b>	<b>Ref.</b>
CISSS LAVAL-RÉS VACHON	F1801724 (BC : IS630)
CISSS DE LAVAL,HÔP.JUIF RÉADAP	F1802605 (SEAO 1214913 NON OBTENU)

CSSS LAVAL-PATHOLOGIE F1418258 (BC : AE7116)

CSSS DE LAVAL-CITÉ DE LAVAL F1522344

CSSS Laval-firme serv. Professionnel F1624146 (Projet : CISSSL-2022-2016)

CISSS MONTÉRÉGIE OUEST:

**Description** **Ref.**

CISSS.M.O-BANQUE DE PROF. F1730619 (17-043-AQ-S / 1083380)

CIUSS de l'ouest-de-l'île-de-Montréal:

**Description** **Ref.**

RÉFEC.DISTRIBUT.600VOLT PAVI.A F1730625 (BC : IM800264)

CIUSSS Centre Ouest:

**Description** **Ref.**

SURVEILLANCE ENVIRONNEMENTALE F1801884 (BC: GP60678 // P-17-040.1-MAB)

CIUSSS de l'Estrie:

**Description** **Ref.**

CIUSSS-RÉAM LAB PATHOLOGIE F1801405 (SEAO 1170506 NON DÉPOSÉE)

CIUSSS Stationnement St-Vincent F1801440

CIUSSS du Centre-Sud-de-l'Île-de-Montréal:

**Description** **Ref.**

CIUSSS-QUALIFICATION 2018-2021 F1800793 (SEAO 1152044)

C-SUD-MTL-QUALIFICAT.2018-2021 F1800794 (SEAO 1152044)

CIUSSS du Nord-de-l'Île-de-Montréal:

**Description** **Ref.**

CUSSS DU NORD-DE LÎLE MONTREAL F1626650 (SEAO 1017561)

Hôpital du Suroît:

**Description** **Ref.**

HÔPIT.BARRIE-MODERNIS.ASCENS.B F1731705 (BC : 37964)

Hopital Maisonneuve-Rosemont:

<b>Description</b>	<b>Ref.</b>
HÔPITAL MAISONNEUVE -ROSEMONT	F1627138
HMR-AMÉNAG.SALLE ÉCHOGRAPHIQUE	F1730241 (PROJET # :17-022-01)

Ville de Montréal:

<b>Description</b>	<b>Ref.</b>
INFILTRATIONS D'EAU	F1732046

ministère des Transports (formerly known as (formerly known as the ministère des Transports, de la Mobilité durable et de l'Électrification des transports or MTMDET):

<b>Description</b>	<b>Ref.</b>
8603-15-HA01 - Effectuer la surveillance des travaux de reconstruction de la chaussée sur l'autoroute 30, de la montée Saint-Roch aux limites de Sorel-Tracy, dans les municipalités de Saint-Roch-de-Richelieu, de Contrecoeur et de Sorel-Tracy, MRC de Pierre-De Saurel, circonscriptions électorales de Richelieu et de Verchères (8603-15-HA01 _ s/o)	F1520291
2501-18-GA01 - Programme de contrats à exécution sur demande en génie routier pour effectuer sur demande des demandes d'exécution d'analyse, d'étude, de préparation d'avantprojets, de plans de devis, d'estimations, de surveillance et de toute autre activité connexe nécessaire à la réalisation de projets de travaux de construction ou de réfection de chaussée, de drainage et de signalisation sur te territoire délimité par le Sous-ministériat à la région métropolitaine de Montréal, dans diverses municipalités, diverses MRC, circonscriptions électorales diverses.	F1731692 (2501-18-GA01 _ s/o)
7001-16-KZ01 - Effectuer sur demande des mandats relatifs à la reconnaissance en sols, au contrôle de la qualité des matériaux, ainsi qu'à leur mise en oeuvre lors de la réalisation de différents projets relatifs aux infrastructures routières, à la prépar 7001-16-KZ01 _ s/o (7001-16-KZ01 _ s/o)	
8801-11-GA08 - Programme de contrats à exécution sur demande en génie routier pour effectuer des mandats d'analyse, d'étude, de préparation d'avant-projets, de plans et devis, d'estimation, de surveillance et autres activités connexes reliées à des projet	F116011 (8801-11-GA08 _ s/o)
8801-14-GA02 - Programme de contrats à exécution sur demande en génie routier pour effectuer des mandats d'analyse, d'étude, de préparation d'avant-projets, de plans, de devis, d'estimations et de toute autre activité connexe nécessaire à la réalisation d	F1418845 (8801-14-GA02 _ s/o)
8701-14-GA01 - Programme de contrats à exécution sur demande en génie routier pour effectuer des mandats d'analyse, d'étude, de préparation d'avant-projets, de plans et devis, d'estimations et de toutes autres activités connexes nécessaires à la réalisati	F1418844 (8701-14-GA01 _ s/o)

9001-15-GA01 - Programme de contrats à exécution sur demande en génie routier pour effectuer des mandats d'analyse, d'étude, de préparation d'avant-projets, de plans, de devis, d'estimations et de toute autre activité connexe nécessaire à la réalisation d F1522879 (9001-15-GA01 \_ s/o)

8701-14-FE10 - Mandat relatif au programme de contrats à exécution sur demande 8701-13-GE01 pour la préparation des plans et devis des travaux de réparation de la structure P-07837 sur la route 342 à Rigaud, MRC de Vaudreuil-Soulanges, circonscription éle 8701-14-FE10 \_ 8701-13-GE01 (8701-14-FE10 \_ 8701-13-GE01)

9001-14-QE03 - Mandat relatif au programme de contrats à exécution sur demande no 9001-12-GA01 pour l'analyse d'un dossier de réclamation suite aux travaux de réaménagement géométrique à l'intersection du chemin du Cimetière et de la route 243, dans le ca 9001-14-QE03 \_ 9001-12-GA01 (9001-14-QE03 \_ 9001-12-GA01)

8801-12-FE38 - Mandat relatif au programme de contrats à exécution sur demande no 8801-13-GE01 pour effectuer la préparation des plans et des devis et l'accompagnement pendant les travaux de reconstruction du pont P-09379 situé sur le chemin du Tour-du-La 8801-12-FE38 \_ 8801-13-GE01 (8801-12-FE38 \_ 8801-13-GE01)

8603-15-FE01 - Mandat relatif au programme de contrats à exécution sur demande no 8701-13-GE01 pour effectuer les plans et devis définitifs et le service d'accompagnement pour la reconstruction de la structure P-18351 (ancien P-10800) situé sur la rue du 8603-15-FE01 \_ 8701-13-GE01 (8603-15-FE01 \_ 8701-13-GE01)

7183-15-FA06 - Mandat relatif au programme de contrats à exécution sur demande no 7103-15-GA01 pour effectuer les plans et devis et service d'accompagnement des travaux de réfection de divers ponceaux sur le territoire du Centre des opérations de Cap-Sant 7183-15-FA06 \_ 7103-15-GA01 (7183-15-FA06 \_ 7103-15-GA01)

9001-16-FE03 - Mandat relatif au programme de contrats à exécution sur demande no 9001-14-GE01 pour préparer les plans et devis et apporter le soutien technique pendant la réalisation des travaux de reconstruction du ponceau no 5442-0 situé sur la route 2 9001-16-FE03 \_ 9001-14-GE01 (9001-16-FE03 \_ 9001-14-GE01)

8801-15-FC03 - Mandat relatif au programme de contrats à exécution sur demande no 8801-14-GA02 pour effectuer les plans et devis préliminaires et définitifs avec services d'accompagnement durant les travaux d'éclairage situés sur la route 117, dans la mun 8801-15-FC03 \_ 8801-14-GA02 (8801-15-FC03 \_ 8801-14-GA02)

9001-15-FE20 - Mandat relatif au programme de contrats à exécution sur demande no 9001-14-GE01 pour préparer les plans et devis et apporter le soutien technique lors de la réalisation des travaux de réparation du pont P-14925W situé sur l'autoroute 55, au 9001-15-FE20 \_ 9001-14-GE01 (9001-15-FE20 \_ 9001-14-GE01)

8801-16-FA05 - Mandat relatif au programme de contrats à exécution sur demande no 8801-14-GA02 pour effectuer les plans et devis de la réfection d'un ponceau sur l'autoroute 15 dans la municipalité de Piedmont, MRC des Pays-d'en-Haut, circonscription élec 8801-16-FA05 \_ 8801-14-GA02 (8801-16-FA05 \_ 8801-14-GA02)

7006-16-HC01 - Mandat relatif au programme de contrats à exécution sur demande no 7001-15-GA01 pour la surveillance des travaux de remplacement des systèmes

d'éclairage aux échangeurs 211 et 216 de l'autoroute 55 dans la municipalité de St-Boniface, MRC d 7006-16-HC01 \_ 7001-15-GA01 (7006-16-HC01 \_ 7001-15-GA01)

9001-16-FE23 - Mandat relatif au programme de contrats à exécution sur demande 9001-14-GE01 pour mettre à jour une étude hydraulique, faire une révision d'avant-projet définitif, préparer les plans et devis préliminaires et définitifs (PC-4 et PC-5), et à 9001-16-FE23 \_ 9001-14-GE01 (9001-16-FE23 \_ 9001-14-GE01)

7103-17-HA16 - Mandat relatif au programme de contrats à exécution sur demande no 7103-15-GA01 pour effectuer la surveillance des travaux de la chaussée de la route 365 et la rue Voyer, dans la ville de Saint-Basile, MRC de Portneuf, circonscription élect 7103-17-HA16 \_ 7103-15-GA01 (7103-17-HA16 \_ 7103-15-GA01)

2502-17-FA03 - Mandat relatif au programme de contrats à exécution sur demande no 8801-14-GA02 pour la réalisation des plans et devis ainsi que pour le service d'accompagnement pour la réhabilitation de 8 (huit) ponceaux du lot #10, dans les municipalités 2502-17-FA03 \_ 8801-14-GA02 (2502-17-FA03 \_ 8801-14-GA02)

8801-18-FA01 - Mandat relatif au programme de contrats à exécution sur demande no 8801-17-GA01 pour effectuer les plans et devis en vue des travaux de construction d'implantation de 6 X sur l'autoroute 15 situés entre les municipalités de Saint-Jérôme et 8801-18-FA01 \_ 8801-17-GA01 (8801-18-FA01 \_ 8801-17-GA01)

7103-18-HA06 - Mandat relatif au programme de contrats à exécution sur demande no 7103-18- GA01, pour effectuer la surveillance des travaux de mise en place d'enrobé bitumineux et de réparations de puisards sur l'autoroute 40, dans la ville de Québec, Com 7103-18-HA06 \_ 7103-18-GA01 (7103-18-HA06 \_ 7103-18-GA01)

2504-18-KZ04 - Mandat relatif au programme de contrats à exécution sur demande no: 8701-15-KZ32 pour la réalisation d'une expertise de la dalle de béton à l'aide de mesures par géoradar, complétées par des essais en laboratoire sur des échantillons prélev F1523451 (2504-18-KZ04 \_ 8701-15-KZ32)

8601-18-HA07 - Mandat relatif au programme de contrats à exécution sur demande no 8601-17-GA01 pour la surveillance des travaux de réhabilitation de cinq ponceaux par insertion de gaine, dans diverses municipalités, diverses MRC, circonscriptions électora 8601-18-HA07 \_ 8601-17-GA01 (8601-18-HA07 \_ 8601-17-GA01)

8806-18-QZ01 - Mandat relatif au programme de contrat à exécution sur demande 8801-17- GA01 pour réaliser une étude hydraulique pour deux ponceaux et réseau de drainage environnant à une propriété située sur le boulevard de Pontbriand dans la municipalité 8806-18-QZ01 \_ 8801-17-GA01 (8806-18-QZ01 \_ 8801-17-GA01)

8801-15-FE25 - Mandat relatif au contrat à exécution sur demande no 8801-17-GE01 pour réaliser les plans et devis concernant des réparations sur le pont P-00370 situé sur le Chemin Walker dans la municipalité de Grenville-sur-la-Rouge, MRC d'Argenteuil, c 8801-15-FE25 \_ 8801-17-GE01 (8801-15-FE25 \_ 8801-17-GE01)

9001-18-HA06 - Mandat relatif au programme de contrats à exécution sur demande no 9001-18-GA01 pour effectuer la surveillance des travaux lors de la construction d'un îlot médian et de l'élargissement de la route 112 à l'intersection du chemin Galipeau da 9001-18-HA06 \_ 9001-18-GA01 (9001-18-HA06 \_ 9001-18-GA01)



8601-18-FA01 - Mandat relatif au programme de contrats à exécution sur demande no 8601-17-GA01 pour la conception reliée aux projets de réhabilitation des ponceaux P137690 et P150467 sur les routes 227 et 219 dans les municipalités de Sainte-Marie-Madelei 8601-18-FA01 \_ 8601-17-GA01 (8601-18-FA01 \_ 8601-17-GA01)

Pont acier/bois en fin de vie utile. L'échéancier actuel pour une réalisation des travaux en 2022. Il n'y a pas de date limite d'intervention recommandée par la DGS. 7006-18-AI04 (7006-18-AI04)

(gré à gré) préparation de plans et devis et service d'accompagnements pour l'ajout de feux de circulation, éclairage et réaménagement géométrique du carrefour de la route 366 à Gatineau F1623960 (8901-18-FA02 \_ s/o)

9001-17-QA02 ? (no à vérifier) - Contrat à exécution sur demande pour les études géotechniques sur le territoire de la Direction de l'Estrie, dans diverses municipalités, MRC de Coaticook, du Haut-Saint-François, des Sources, du Granit et hors MRC (Sherbr F1730004 (9001-17-QA02 \_ s/o)

8701-12-QH08 - Contrat à exécution sur demande pour effectuer diverses analyses, études et activités environnementales pour divers projets sur le territoire de l'Ouest-de-la-Montérégie, diverses MRC et circonscriptions électorales. (Aménatech inc.) F129268 (8701-12-QH08 \_ s/o)

8901-18-GA01 - Programme de contrats à exécution sur demande en génie routier pour effectuer des analyses, des études, des préparation d'avant-projets, des plans, des devis, des estimations et de tout autre activité connexe nécessaire à la réalisation de 8901-18-GA01 \_ s/o (8901-18-GA01 \_ s/o)

8503-15-GA01 - Programme de contrats à exécution sur demande en génie routier pour effectuer des mandats d'étude d'opportunité, de préparation d'avant-projets, de plans, de devis, d'estimation, surveillance et de toute autre activité connexe nécessaire à 8503-15-GA01 \_ s/o (8503-15-GA01 \_ s/o)

en-préparation : 9001-18-FE03 - Mandat relatif au programme à exécution sur demande no 9001-17-GE01 afin de faire une étude hydraulique, préparer l'avant-projet définitif (PC-3) et les plans et devis préliminaires et définitifs (PC-4 et 5) lors de la renco 9001-18-FE03 \_ 9001-17-GE01 (9001-18-FE03 \_ 9001-17-GE01)

en-préparation : 9001-18-FE16 - Mandat relatif au programme à exécution sur demande no 9001-17-GE01 afin de faire une étude hydraulique, préparer l'avant-projet définitif (PC-3) et les plans et devis préliminaires et définitifs (PC-4 et 5) lors de la renco 9001-18-FE16 \_ 9001-17-GE01 (9001-18-FE16 \_ 9001-17-GE01)

en-préparation : Préparation des avant-projet et plans et devis pour la reconstruction de la structure P-01749 8601-18-16-GE01 (8601-18-16-GE01)

en-préparation : Préparation des avant-projet pour la reconstruction de la structure P-01718 8601-18-FE11 (8601-18-FE11)

en-préparation : Réalisation d'étude hydraulique pour la reconstruction de la structure P-00926 8601-18-QZ01 (8601-18-QZ01)

en-préparation : Préparation des avant-projet et plans et devis pour la reconstruction de la structure P-03147 8601-18-FE13 (8601-18-FE13)

en-préparation : Préparation des avant-projet et plans et devis pour la reconstruction de la structure P-01717 8601-18-FE17 (8601-18-FE17)

en-préparation : Préparation des avant-projet et plans et devis pour la reconstruction de la structure P-01719 8601-18-FE18 (8601-18-FE18)

en-préparation : Préparation des avant-projet et plans et devis pour la reconstruction de la structure P-03176 8601-18-FE19 (8601-18-FE19 )

en-préparation : Réaliser une expertise de dalle sur trois structures situées à Saint-Liboire et Saint-Simon 8601-18-LM02 (8601-18-LM02)

8601-18-FE05 - Mandat relatif au programme de contrats à exécution sur demande no 8701-16-GE01 pour effectuer la mise à jour du CCDG en vigueur des plans et devis pour la reconstruction de la structure P-07339 sur la 67e avenue dans la municipalité de Sai  
8601-18-FE05 \_ 8701-16-GE01 (8601-18-FE05 \_ 8701-16-GE01)

dossier en préparation 7006-18-FE04 (7006-18-FE04)

Réfection du pont P-13213 à St-LambertProjet : 154-08-1380, Dossier : 8603-14-0208, Contrat : 850864385

Conception - Routier F1522860 (8903-15-FA03)

Conception F028055 (6671-98-FA05)

Conception F028055 (8903-08-GA01)

Conception F028055 (8903-06-GA22)

Surveillance F028055 (8903-07-HA02)

Surveillance F028055 (8903-09-HA04)

Surveillance F028055 (5671-06-HA01)

Surveillance - Routier F087091 (8503-07-GA01)

Conception et Surveillance - Routier F098476 (8503-09-FA01)

Conception - Structure F063266 (8701-06-GE03)

Conception - Structure F075079 (8701-06-GE03)

Conception - Routier F075079 (8701-09-FE11)

Conception - Routier F062998 (8701-07-GE12)

Conception - Routier F062998 (8701-07-GZ31)

WSP:

<b>Description</b>	<b>Ref.</b>
VALORIS	F1311357 (2013-01)
Services professionnels en ingénierie pour les travaux de mise en oeuvre du centre de tri des matières résiduelles de Valoris)	

Régie intermunicipale du centre de valorisation des matières résiduelles du Haut-Saint-François et de Sherbrooke:

<b>Description</b>	<b>Ref.</b>
VALORIS	F1311357 (2013-01)
Services professionnels en ingénierie pour les travaux de mise en oeuvre du centre de tri des matières résiduelles de Valoris)	

Municipalité de Saint-Adolphe-d'Howard:

<b>Description</b>	<b>Ref.</b>
Prolongement des services route 329	F1418830 (TP2014-17 / 2014-271)

Ville de Mont-Saint-Hilaire:

<b>Description</b>	<b>Ref.</b>
MONT-ST-HILAIRE_TOD GAREF1521913 (Contrat AME 2015-02.1 / Résolution 2015-153)	

Groupe Lobato:

<b>Description</b>	<b>Ref.</b>
LOBATO-FAUBOURG DU RICHELIEU	F1623905

Ville de Québec:

<b>Description</b>	<b>Ref.</b>
Ville de Québec - service évolué de radiocommunication pour l'agglomération de Québec	VQ-49056

Commission scolaire Marguerite-Bourgeoys:

<b>Description</b>	<b>Ref.</b>
--------------------	-------------

Banque de professionnels - INGÉNIERIE DES SOLS ETF1626549 (Appel d'offres 16-196)

Banque de professionnels – Géoenvironnement F1626552 (Appel d'offres 16-196)

École Lalande – Remplacement des portes F1802327 (BC # 186110254)

**SCHEDULE B**  
**DRAFT NOTICE OF PROPOSED ADDITIONAL ADMINISTRATIVE ASSIGNMENT**

Date: ●

To: ● (“you”)

**Re: Superior Court, District of Montréal, No 500-11-055122-184 (SM Group)**

We represent Alaris Royalty Corp. (“**Alaris**”) in the matter of the Arrangement under the Companies’ Creditors Arrangement Act (the “**CCAA**”) of The SMi Group Inc., The S.M. Group Inc., Claulac Inc., SMi Construction Inc., Énerpro Inc., S.M. International Group (Construction) Inc., The S.M. Group International LP, The S.M. Group (Ontario) Inc., Aménatech Inc., Labo S.M. Inc., S.M. Industrial Consultants Inc., S.M. Consultants Inc., 3215288 Canada Inc. (formerly known as CSP Security Consulting Inc.), The S.M. Group International (S.A.) Inc., Le Groupe S.M. International (Construction) EURL, SM Saudi Arabia Co Ltd., The S.M. Group International SARL, The S.M. Group International Algérie EURL, S.M. United Emirates General Contracting LLC, SMi-Enerpro Green Fund GP Inc., SMi-Enerpro Green Fund LP and 9229-4263 Québec Inc. (collectively, the “**Debtors**”).

We refer to the attached Assignment and Extension Order dated ● rendered by the Superior Court, District of Montréal, in Court file No 500-11-055122-184 (the “**Order**”), and the following agreement(s), bid(s), tender(s) offer(s), *devis*, *soumission(s)* or *offre(s) de services* (collectively, the “**Agreement**”) to which you and one or more Debtors are parties: ●.

We have been notified by FNX-Innov Inc. (the “**Purchaser**”) that it seeks the assignment of the rights, benefits, obligations and interests of the Debtors under the Agreement, and Deloitte Restructuring Inc. (the “**Monitor**”) has approved such assignment as the Monitor of the Debtors (the “**Proposed Additional Administrative Assignment**”).

If you oppose the Proposed Additional Administrative Assignment, you must inform the Monitor in writing by email at [groupeesmccaa@deloitte.ca](mailto:groupeesmccaa@deloitte.ca) of your grounds for opposition at the latest 15 days after the receipt this notice, failing which the rights, benefits, obligations and interests of the Debtors under the Agreement shall be automatically and irrevocably assigned to the Purchaser without any further consents or approvals.

If you agree with the Proposed Additional Administrative Assignment you have nothing to do. The rights, benefits, obligations and interests of the Debtors under the Agreement will be automatically and irrevocably assigned to the Purchaser after 15 days of the receipt of this notice.

More information can be obtained on the restructuring of the Debtors at <http://www.insolvencies.deloitte.ca/en-ca/pages/SM-Group>.

**SCHEDULE C**  
**DRAFT ADDITIONAL ADMINISTRATIVE ASSIGNMENT CERTIFICATE**

**SUPERIOR COURT**  
(Commercial Division)

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTREAL**  
**No.: 500-11-055122-184**  
**Date: ●**

---

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC  
1985, C C-36, AS AMENDED:**

**LE GROUPE SMI INC. et al.**

Debtors

-and-

**LE GROUPE S.M. INTERNATIONAL S.E.C. et al.**

Mises-en-cause

-and-

**ALARIS ROYALTY CORP.**  
**INTEGRATED PRIVATE DEBT FUND V LP**

Applicants

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

-and-

**FNX-Innov Inc.**  
Purchaser

---

## ADDITIONAL ADMINISTRATIVE ASSIGNMENT CERTIFICATE

---

### RECITALS:

On ●, 2019, the Superior Court, District of Montréal, rendered an Assignment and Extension Order in Court file No 500-11-055122-184 (the “**Order**”), which orders the issuance and filing by the Monitor of this Additional Administrative Assignment Certificate.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Order.

### THE MONITOR CERTIFIES THE FOLLOWING:

1. The Monitor has received copy of a notice in writing from the Purchaser to the Applicants within 90 days of the issuance of the Order that it seeks the additional administrative assignment of the rights, benefits, obligations and interests of the Debtors under the following Agreements to which one or more Debtors are party to: ● (the “**Proposed Additional Administrative Assignment**” and the “**Proposed Additional Administrative Assigned Agreements**”).
2. The Monitor has reviewed and approved the Proposed Additional Administrative Assignment.
3. The Monitor has received a copy of one or more Notices of Proposed Additional Administrative Assignment sent by the Applicants to the parties to the Proposed Additional Administrative Assigned Agreements.
4. No party to the Proposed Additional Administrative Assigned Agreements has notified it of an opposition to the Proposed Additional Administrative Assignment within 15 days of the receipt of the Notice of Proposed Additional Administrative Assignment.

Dated ●

**Deloitte Restructuring Inc.**

---

Per:●

**SCHEDULE D**  
**NOTICE OF ASSIGNMENT**

Objet : Cour supérieure / Superior Court 500-11-055122-184 (Groupe SM / SM Group)

[English below]

Bonjour,

Vous recevez la présente communication car nous vous avons envoyé le • un avis vous avisant d'une cession de contrat(s) dans le dossier mentionné en objet.

Ce contrat ou ces contrats ont été cédés à FNX-Innov Inc. en vertu d'une ordonnance prononcée par la Cour supérieure du Québec dont une copie est jointe. La présente communication constitue la notification de cette ordonnance à votre égard telle que prévue par cette ordonnance.

Recevez nos plus cordiales salutations.

\*\*\*

Hello,

You are receiving this communication because we sent you a notice on • notifying you of an assignment of agreement(s) in the above-mentioned file.

This agreement or agreements were assigned to FNX-Innov Inc. pursuant to an order of the Superior Court of Quebec, a copy of which is attached. This communication constitutes notification of this order to you, as provided for by that order.

Yours truly,



[English below]

Le 30 avril 2019

**Par courriel**

[REDACTED]

**Objet : Cour supérieure, district de Montréal, n° 500-11-055122-184 (Groupe SM)**

Nous représentons Alaris Royalty Corp. (« **Alaris** ») dans l'affaire de l'arrangement en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **Lacc** ») de Le Groupe SMi Inc., Le Groupe S.M. Inc., Claulac Inc., SMi Construction Inc., Énerpro Inc., Le Groupe S.M. International (Construction) Inc., Le Groupe S.M. International S.E.C., Le Groupe S.M. (Ontario) Inc., Aménatech Inc., Labo S.M. Inc., Les Consultants Industriels S.M. Inc., Les Consultants S.M. Inc., 3215288 Canada inc. (antérieurement connue sous le nom de CSP Consultants en sécurité Inc.), Le Groupe S.M. International (S.A.) Inc., Le Groupe S.M. International (Construction) EURL, SM Saudi Arabia Co Ltd., The S.M. Group International SARL, The S.M. Group International Algérie EURL, S.M. United Emirates General Contracting LLC, Commandité SMi-Énerpro Fonds Vert Inc., SMi-Énerpro Fonds Vert S.E.C. et 9229-4263 Québec inc. (collectivement, les « **Débitrices** »).

Nous faisons référence au contrat suivant (le « **Contrat** ») auquel [REDACTED] et l'une ou plusieurs des Débitrices sont parties :

**Description**

**Numéro ou référence**

[REDACTED]

[REDACTED]

À la suite d'une transaction de vente approuvée par la Cour supérieure du Québec le 12 novembre 2018, FNX-Innov Inc. a acquis les actifs de certaines des Débitrices et souhaite poursuivre et compléter le Contrat conclu avec vous. Vous pouvez prendre contact avec FNX-Innov Inc. dès maintenant pour discuter du Contrat en communiquant avec son Chef de la direction Richard Hélie (rhelie@fnx-innov.com ou 514-982-6001, poste 6000).

Alaris et Integrated Private Debt Fund V LP, pour et au nom des Débitrices, entendent donc demander à la Cour supérieure du Québec siégeant dans le district de Montréal, le 10 mai 2019, de déclarer que les droits, bénéfices, obligations et intérêts des Débitrices relativement au Contrat soient irrévocablement et automatiquement cédés à FNX-Innov Inc. en vertu de l'article 11.3 de la *Lacc*. La présente lettre constitue le préavis requis en vertu de la *Lacc* pour que le tribunal puisse céder les droits et obligations des Débitrices.

De l'information additionnelle sur la restructuration des Débitrices est disponible au <http://www.insolvencies.deloitte.ca/fr-ca/pages/Groupe-SM>.

Si vous désirez recevoir copie des procédures par lesquelles cette cession sera demandée, prières de contacter le soussigné afin d'être ajouté à la liste de notification des procédures dans le dossier mentionné en objet.

Recevez nos plus cordiales salutations.

*(s) François Alexandre Toupin*

François Alexandre Toupin  
Sociétaire

cc : Restructuration Deloitte inc.



McCarthy Tétrault LLP  
Suite 2500  
1000 De La Gauchetière Street West  
Montréal (Québec) H3B 0A2  
Canada  
Tel: 514-397-4100  
Fax: 514-875-6246

**François Alexandre Toupin**  
Associate  
Direct line: 514-397-4210  
email: fatoupin@mccarthy.ca

April 30, 2019

By email

[REDACTED]

**Re: Superior Court, District of Montréal, No 500-11-055122-184 (SM Group)**

We represent Alaris Royalty Corp. ("**Alaris**") in the matter of the Arrangement under the Companies' Creditors Arrangement Act (the "**CCAA**") of The SMi Group Inc., The S.M. Group Inc., Claulac Inc., SMi Construction Inc., Énerpro Inc., S.M. International Group (Construction) Inc., The S.M. Group International LP, The S.M. Group (Ontario) Inc., Aménatech Inc., Labo S.M. Inc., S.M. Industrial Consultants Inc., S.M. Consultants Inc., 3215288 Canada Inc. (formerly known as CSP Security Consulting Inc.), The S.M. Group International (S.A.) Inc., Le Groupe S.M. International (Construction) EURL, SM Saudi Arabia Co Ltd., The S.M. Group International SARL, The S.M. Group International Algérie EURL, S.M. United Emirates General Contracting LLC, SMi-Enerpro Green Fund GP Inc., SMi-Enerpro Green Fund LP and 9229-4263 Québec Inc. (collectively, the "**Debtors**").

We refer to the following agreement (the "**Agreement**") to which [REDACTED] and one or more Debtors are parties:

**Description**

**Number or reference**

[REDACTED]

[REDACTED]

Further to a transaction approved by the Superior Court of Québec on November 12, 2018, FNX-Innov Inc. purchased assets of certain of the Debtors and intends to continue and complete the Agreement to which you are a party. Feel free to contact FNX-Innov Inc. immediately to discuss matters relating to the Agreement by contacting its Chief Executive Officer Richard Hélie (rhelie@fnx-innov.com or 514-982-6001, ext 6000).

Alaris and Integrated Private Debt Fund V LP, by and on behalf of the Debtors, therefore intend to apply to the Superior Court of Québec sitting in the District of Montréal, on May 10, 2019, to ask the Court to declare that the rights, benefits, obligations and interests of the Debtors under the Agreement shall be automatically and irrevocably assigned to FNX-Innov Inc. pursuant to section 11.3 of the CCAA. This letter constitutes the notice required under the CAAA for the court to assign the rights and obligations of the Debtors.

More information can be obtained on the restructuring of the Debtors at <http://www.insolvencies.deloitte.ca/en-ca/pages/SM-Group>.

If you would like to receive a copy of the proceedings by which such assignment will be sought, please contact the undersigned to be added to the list of notification in the proceedings mentioned in the subject line.

Yours truly,

*(s) François Alexandre Toupin*

François Alexandre Toupin  
Associate

cc: Deloitte Restructuration inc.



McCarthy Tétrault LLP  
Suite 2500  
1000 De La Gauchetière Street West  
Montréal (Québec) H3B 0A2  
Canada  
Tel: 514-397-4100  
Fax: 514-875-6246

**Jocelyn T. Perreault**  
Partner  
Direct Line: (514) 397-7092  
Email: [jperreault@mccarthy.ca](mailto:jperreault@mccarthy.ca)

April 2, 2019

**WITHOUT PREJUDICE**

**BY EMAIL**

FNX-Innov Inc.  
2425 boulevard Pitfield  
Saint-Laurent, Quebec H4S1W8

To the attention of : Pierre-Yves Méthot ([py@sc360.ca](mailto:py@sc360.ca))

**RE : Demand for payment of Transition Financing  
Group SMI inc. et al. (No. : 500-11-055122-184)**

---

Dear Sir,

We refer you to the Transition Financing Term Sheet entered into on November 16, 2018 between FNX-Innov Inc., Thornhill G.P. and 11054953 Canada Inc., as Borrowers, as well as Alaris Royalty Corp. and Integrated Private Debt Fund V LP, as Transition Lender, which was approved by the Court on November 12, 2018 (the “**TFA**”). All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the TFA.

Pursuant to paragraph 12 of the TFA, the Borrowers undertook to repay the Transition Lender six (6) weeks after the Final Closing Date, which was expected to be after the Transition Lender received satisfactory confirmation that all Selected Employees had received their payments under the Wage Earners Protection Program (the “**WEPP Payments**”), which WEPP Payments were to be used to reimburse the advances made by the Borrowers to the Selected Employees.

The Final Closing Date occurred on December 14, 2018 in respect of each of the Vendors, except Enerpro LP, and on January 11, 2019 in respect of Enerpro LP. The requisite confirmation of the WEPP Payments has been received and the amount to be repaid to the Transition Lender under the TFA has been determined to be \$1,798,222 (the “**Repayment Amount**”), which has been due and payable for several weeks, as the Borrowers are well aware.

Indeed, it is unacceptable and contrary to the express terms and spirit of the TFA that the Repayment Amount has not been reimbursed to the Transition Lender despite the fact that the

Borrowers have received the reimbursement of the advances made to the Selected Employees, upon reimbursement of the WEPP Payments to said Selected Employees.

Therefore, on behalf of the Transition Lender, you are hereby called upon to remit the Repayment Amount to the undersigned attorneys, by way of bank draft or certified cheque payable to the order of "McCarthy Tétrault, in trust" no later than **Monday April 15, 2019 at 12:00 p.m.**, failing which the appropriate measures may be adopted by the Transition Lender to obtain reimbursement of the Repayment Amount without further notice or delay.

Nothing contained herein shall constitute a waiver of any default on the part of the Borrowers or of any of the Transition Lender's rights or recourses, all of which are expressly reserved.

Do govern yourselves accordingly.

**McCARTHY TÉTRAULT LLP**



Jocelyn T. Perreault  
Partner

cc. : Luc Béliveau and Marc-André Morin – Fasken Martineau Dumoulin  
Darren Driscoll and Mike Ervin – Alaris Royalty Corp.  
Greg Dimmer and John Robertson – Integrated Private Debt Fund V LP  
Alain N. Tardif and Noah Zucker – McCarthy Tétrault  
Kyla Mahar and Michel LaRoche – Miller Thomson  
Martin Franco and Patrick Fillion – Deloitte Restructuring  
Guy P. Martel – Stikeman Elliott



# FASKEN

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

800 Victoria Square, Suite 3700  
P.O. Box 242  
Montréal, Quebec H4Z 1E9  
Canada

T +1 514 397 7400  
+1 800 361 6266  
F +1 514 397 7600  
[fasken.com](http://fasken.com)

April 5, 2019  
File No.: 317198.00002/10120

**Luc Béliveau**  
Direct +1 514 397 4336  
[lbeliveau@fasken.com](mailto:lbeliveau@fasken.com)

**WITHOUT PREJUDICE**  
**By Email ([jperreault@mccarthy.ca](mailto:jperreault@mccarthy.ca))**

Mtre Jocelyn T. Perreault  
**McCarthy Tétrault LLP**  
Suite 2500  
1000 De La Gauchetière Street West  
Montréal (Québec) H3B 0A2

**Re: Demand for payment of Transition Financing**  
***Group SMI inc. et al. (No.: 500-11-055122-184)***

Dear Colleague,

As you know, we are the attorneys for FNX-Innov Inc. (“**FNX**”), who has remitted to us your letter dated April 2, 2019 for review and response.

FNX does acknowledge that the Repayment Amount is owing to your clients. However, as your clients well know, FNX has incurred, since the closing in November 2018 (“**Closing**”) over a million dollars in costs, legal and others with regards to the implementation of the Transition Agreement. Moreover, regardless of the significant efforts done by our client, FNX has been unable to collect the receivables owed to it from the City of Montréal, City of Laval as well as City of Longueuil.

As you are aware, the City of Montréal (“**Montréal**”) has filed for leave to appeal from the judgment dated March 1, 2019 and rendered by the Honorable Chantal Corriveau, s.c.j. in the above-mentioned matter (the “**Judgment**”). Pursuant to this Judgment, Montréal was required to issue payment to FNX for all services rendered between August 24, 2018 and November 18, 2018 inclusively (the “**Montréal Receivables**”). As of the date hereof, the Montréal Receivables total approximately **\$2,016,002.88**, which is more than sufficient to reimburse the entirety of the Repayment Amount.

Moreover, the City of Laval (“**Laval**”) and the City of Longueuil (“**Longueuil**”) have effectively piggybacked on Montréal’s approach, such that these municipalities are currently withholding any and all payments to FNX for services rendered after August 25, 2018, including the receivables pertaining to work done after Closing (the “**Laval Receivables**”, the “**Longueuil Receivables**”, and collectively with the Montréal Receivables, the “**Receivables**”). You will





# FASKEN

understand that the apparent connivance between Laval and Longueuil that were not even a party to the Judgment, has further significantly strained FNX's operating cash flow, given that as of the date hereof, Laval Receivables and Longueuil Receivables are estimated at **\$896,730.77** and **\$643,091.66**, respectively.

In such a context, you will understand that FNX is being held "hostage" by the non-payment of the Receivables, which total over **\$3,500,000**. FNX will be vigorously contesting Montréal's Application for Leave to appeal the Judgment presentable on April 10, 2019 (the "**Application**"). The outcome of the Application will have an important impact on FNX's liquidity and its ability to repay, notably, the TFA in a timely manner. After closing a transaction which required great efforts by all the parties involved and which resulted in the preservation of nearly 700 jobs, FNX hopes it can continue to count on your client's collaboration in this final and critical phase of the present matter.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**



Luc Béliveau

LB/nm

cc Mtre Alain N. Tardif - McCarthy Tétrault  
Mtres Kyla E. M. Mahar and Michel LaRoche - Miller Thomson  
Mr. Martin Franco - Deloitte Restructuring  
Mtre Guy P. Martel - Stikeman Elliott



**N° : 500-11-055122-184**  
**SUPERIOR COURT**  
(COMMERCIAL DIVISION)  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**

---

**IN THE MATTER OF THE COMPANIES' CREDITORS**  
**ARRANGEMENT ACT, RSC 1985, C C-36, AS**  
**AMENDED:**

**THE SMI GROUP INC. *et al.***  
Debtors

and

**THE S.M. GROUP INTERNATIONAL LP. *et al.***  
Mises-en-cause

and

**ALARIS ROYALTY CORP.**  
**INTEGRATED PRIVATE DEBT FUND V LP**  
Applicants

and

**DELOITTE RESTRUCTURING INC.**  
Monitor

and

**FNX-INNOV INC.**  
Purchaser

---

**JOINT APPLICATION FOR AN ASSIGNMENT AND**  
**EXTENSION ORDER AND EXHIBITS A-1 TO A-3**

---

**ORIGINAL**

---

M<sup>re</sup> Alain N. Tardif (514) 397-4274/  
M<sup>re</sup> Jocelyn T. Perreault (514) 397-7092  
M<sup>re</sup> Noah Zucker (514) 397-5480  
File number : 206112-511550

---

BC0847

**McCarthy Tétrault LLP**

Avocats • Agents de brevets et marques de commerce  
Barristers & Solicitors • Patent & Trade-mark Agents

Suite 2500  
1000, De La Gauchetière St. West  
Montréal (Québec) H3B 0A2  
Tel. : 514 397-4100  
Fax : 514 875-6246

[Notification@mccarthy.ca](mailto:Notification@mccarthy.ca)

---

**Miller Thomson LLP**

3700 - 1000 De La Gauchetière St. West  
Montréal, QC H3B 4W5  
M<sup>re</sup> Kyla Mahar / M<sup>re</sup> Michel Laroche