# THIS SETTLEMENT AGREEMENT made on January 2 2013

# BETWEEN:

## QUONTA HOLDINGS LTD. ("Quonta")

-and-

## TIMMINCO LTD. ("Timminco")

WHEREAS Quonta and Timminco are parties to an Agreement of Purchase and Sale dated December 31, 2004 (the "Purchase Agreement") (all terms not specifically defined herein have the meaning given to them in the Purchase Agreement);

AND WHEREAS Timminco and its wholly owned subsidiary were granted protection from their creditors under the *Companies' Creditors Arrangement Act*, RSC 1985 c C-36 (the "CCAA") pursuant to an initial order of the Ontario Superior Court of Justice (the "Court") dated January 3, 2012 and FTI Consulting Canada Limited was appointed monitor (the "Monitor").

AND WHEREAS Timminco brought a motion within the course of its CCAA proceedings seeking an order of the Court disclaiming and/or resiliating the Purchase Agreement (the "Disclaimer Motion");

AND WHEREAS the Disclaimer Motion has not yet been heard or adjudicated by the Court;

AND WHEREAS Timminco and Quonta wish to settle the Disclaimer Motion on the terms and conditions set out herein;

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and sufficiency of which is hereby acknowledged and confirmed, THIS AGREEMENT WITNESSES that the parties have agreed to settle their disputes, including the Disclaimer Motion, on the terms set forth herein;

1. <u>Court Approval</u>. This Settlement Agreement and the obligations of the parties hereunder are subject to and conditional upon an order of the Court approving this Settlement Agreement (the "Approval Order"). Promptly after execution and delivery of this Settlement Agreement, Timminco shall apply to the Court, on notice to the Service List in the CCAA proceedings for the issuance of the Approval Order and an order vesting all of Timminco's right, title and interest in the Property in and to Quonta (the "Vesting Order"), effective upon the delivery of a certificate of the Monitor evidencing that the parties have confirmed to the Monitor that the conditions precedent to the effectiveness of this Agreement have been satisfied or waived. The Approval Order and the Vesting Order shall be substantially in the form of the "Commercial List Users Committee Model Precedent" together with such amendments and modifications as may be necessary to reflect the transactions contemplated herein and as agreed upon by the parties acting reasonably.

- <u>Obligations of Quonta</u>. Timminco's obligations under this Settlement Agreement shall be conditional upon Quonta completing, fulfilling and discharging the following obligations in the timeframe set out below:
  - a. <u>Settlement Payment</u>. Quonta shall pay to the Monitor \$500,000, in escrow, (the "Escrow Amount") in consideration for Timminco's abandonment of the Discharge Motion by no later than 3 business days following the date on which the Approval and Vesting Order is issued by the Court (the "Closing Date") unless the Closing Date is extended by Timminco with the written consent of the Monitor;
  - b. <u>Indemnity Agreement</u>. Quonta shall execute and deliver an indemnity agreement to Timminco substantially in the form attached hereto as Schedule "A" by no later than the Closing Date unless the Closing Date is extended by Timminco with the written consent of the Monitor;
  - c. <u>Mutual Releases</u>. Quonta shall execute and deliver the mutual release in form attached hereto as Schedule "B" by no later than the Closing Date unless the Closing Date is extended by Timminco with the written consent of the Monitor;
  - d. <u>Assignment of Certificate of Authorization</u>. Quonta shall accept an assignment by Timminco of the Certificate of Authorization, including any amended Certificate of Authorization as provided for herein (including executing and delivering any documents that may be reasonably required to evidence such assignment) by no later than the Closing Date unless the Closing Date is extended by Timminco with the written consent of the Monitor; and
  - e. <u>Approval of Assignment of Certificate of Authorization</u>. Quonta shall initiate all commercially reasonable efforts to obtain approval by the Ministère du Développement durable, de l'Environnement et des Parcs ("DDEP") of the assignment to it of such Certificate of Authorization or amended Certificate of Authorization (as the case may be) at its own expense and as soon as possible.
- <u>Obligations of Timminco</u>. In consideration for and upon receipt by the Monitor and Timminco, as applicable, of the deliverables contemplated above, Timminco shall no later than the Closing Date fulfill and discharge the following obligations:
  - a. <u>Discharge Motion</u>. Timminco shall abandon the Discharge Motion on a without costs basis.
  - b. <u>Confirmation of Consent</u>. Timminco shall in writing confirm the consent previously granted by it to the proposed amended Certificate of Authorization and shall generally

assist Quonta in processing such amendment and the assignment of the Certificate of Authorization to Quonta by DDEP, provided that no additional material expense is required by Timminco in connection therewith.

- c. <u>Mutual Releases</u>. Timminco shall execute and deliver the mutual release in form attached hereto as Schedule "B".
- d. <u>Deed of Sale</u>. Timminco shall execute, in Montreal, a notarized Deed of Sale of the Property (as defined in the Vesting Order) and therein confirm receipt of the purchase price of \$660,000 which was payable under the Purchase Agreement; the Deed of Sale shall be in the form attached hereto as Schedule "C". All costs associated with the Deed of Sale, including the registration of the Deed of Sale and transfer taxes (if any), shall be entirely borne by Quonta.
- 4. Escrow Conditions. The deliverables contemplated by this Settlement Agreement may be delivered in accordance with the escrow conditions, which terms include the release of the Escrow Amount from escrow upon the registration of the Deed of Sale, without any new adverse registrations after January 22, 2013. If Quonta fails to present the Deed of Sale for registration within two Business Days of execution thereof by Timminco in accordance with Clause 6, the escrow amount will be released from escrow.
- 5. <u>Confirmation to Monitor</u>. Upon delivery of the various deliverables contemplated by Sections 2 and 3 above, the parties shall confirm in writing to the Monitor that the conditions precedent to the effectiveness of this Settlement Agreement have been satisfied or walved by the parties by delivery of the certificate attached hereto as Schedule "E".
- <u>Registration of Title</u>. Quonta shall be obligated to present the Deed of Sale for registration in the Land Registry Office for the Registration Division of Beauharnois within two Business Days of the execution thereof by Timminco; failure to do so will entitle the Monitor to release the escrow funds.
- 7. <u>Governing Law</u>. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario except for the sale of the Property which shall be governed by the laws of the Province of Quebec. In the event of any dispute between any of the parties hereto in regard to any of the provisions of this Settlement Agreement or of the documents referenced herein, the Court shall have exclusive jurisdiction to resolve such disputes.
- 8. <u>Entire Agreement</u>. This Settlement Agreement and the agreements referenced herein constitute the entire agreement between the parties hereto respecting the subject matter hereof and can only be amended by written instrument executed by each of the parties.

The parties have executed this Settlement Agreement as of the dates written below.

TIMMINCO LTD., BY RUSSELL HILL ADVISORY SERVICES INC., SOLELY IN ITS CAPACITY AS CHIEF RESTRUCTURING OFFICER OF TIMMINCO LTD.

By:

Name: Sean Dunphy Title: President, Russell Hill Advisory Services Inc. Date:

## QUONTA HOLDINGS LTD.

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By:

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Title:

## Date:

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## INDEMNITY AGREEMENT

THIS AGREEMENT (the "Indemnity Agreement") dated as of January \_\_\_\_\_, 2013 by and among Quonta Holdings Ltd. ("Quonta") and Timminco Limited ("Timminco" and, together with Quonta, the "Parties").

WHEREAS Quonta has agreed to indemnify and hold Timminco (including any successor to Timminco and/or a trustee in bankruptcy of Timminco) harmless under the terms specified herein.

## 1.0 DEFINED TERMS

- 1.1 **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning specified in the agreement of purchase and sale between the Parties dated December 31, 2004 (the "**Purchase Agreement**").
- 1.2 **Further Assurance** Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto or subject hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Indemnity Agreement.
- 1.3 **Governing Law** -- This Agreement and the rights and obligations of the Parties shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

# 2.0 INDEMNITY

Indemnity Obligation. Quonta hereby agrees to indemnify and save harmless Timminco to the maximum extent permitted by law from and against any and all losses, claims, actions, suits, proceedings, investigations, damages, liabilities or expenses of whatsoever nature or kind whether joint or several, including, without limitation, the aggregate amount paid in settlement of any actions, suits, proceedings, investigations or claims and the fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against Timminco arising from or in respect of (i) the Certificate of Authorization in respect of the Beauharnois Property as such now exists or as it may hereafter be amended with the consent of Quonta, its successors or assigns; (ii) any obligation of the Purchaser under the Purchase Agreement or the settlement agreement (the "Settlement Agreement") between the Parties dated as of January •, 2013, including any obligation of the Purchaser to pay land transfer tax (if any); or (iii) in enforcing this indemnity or the Settlement Agreement (each a "Claim" and, collectively, the "Claims") to which Timminco may become subject or otherwise involved in any capacity including, without limitation, any Claims by the ministère du développement durable, de l'environnement et des parcs or any other provincial regulatory body or by any subsequent purchaser of the real property located at 54 Chemin des Hauts-Fourneaux in Beauharnois, Québec. Timminco is not required to proceed against or enforce any other right, power, remedy or security or claim payment from any other person or corporation before claiming under this Indemnity Agreement.

2.1 **Process.** If any Claim is brought against Timminco by a third person or if Timminco has received notice of the commencement of any investigation or other proceeding in respect of which indemnity may be validly sought against Quonta, Timminco will give Quonta written notice of any such Claim of which Timminco has knowledge within seven (7) days thereo. Failure by Timminco to so notify shall not relieve Quonta of its obligation of indemnification hereunder, except to the extent that Quonta is actually and materially prejudiced thereby and provided that Quonta is not obligated to indemnify Timminco for any additional amounts or damages which would not otherwise have been payable but for Timminco's failure to provide notice in a timely fashion. Quonta shall have thirty (30) days from receipt of Timminco's notice to assume, at its own expense and through counsel reasonably acceptable to Timminco, the conduct and control of the settlement or defence thereof, and Timminco shall provide all required reasonable cooperation to Quonta in connection therewith. Quonta shall permit Timminco to participate in such settlement or defence through counsel chosen by Timminco, provided that the expenses of Timminco in connection therewith, including without limitation the fees and expenses of such counsel, shall be borne by Timminco. So long as Quonta is reasonably contesting any such Claim in good faith, Timminco shall not pay or settle any such Claim without the prior consent of Quonta, and if Timminco pays or settles such Claim without the prior consent of Quonta, Timminco shall be deemed to have waived any right to indemnity therefor by Quonta for such Claim. If any third person Claim is of a nature such that Timminco is required by applicable law to make a payment to any third person prior to the completion of settlement negotiations or related legal proceedings, Timminco may make such payment and Quonta shall, forthwith after demand by Timminco, reimburse Timminco for any such payment. If the amount of any liability under the Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by Quonta to Timminco, Timminco shall, forthwith after receipt of the difference from such third person, pay such difference to Quonta. To the extent that Timminco has the right to claim insurance proceeds in respect of any Claim or loss or amounts indemnifiable by Quonta under the present Agreement, Timminco shall diligently apply for and take all such steps necessary or useful with a view to obtaining such insurance proceeds. All indemnification obligations of Quonta hereunder shall be reduced by the amount of insurance proceeds actually received by Timminco.

## 3.0 COUNTERPARTS

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

TIMMINCO LTD., BY RUSSELL HILL ADVISORY SERVICES INC., SOLELY IN ITS CAPACITY AS CHIEF RESTRUCTURING OFFICER OF TIMMINCO LTD.

By:

Name: Sean Dunphy

Title: President, Russell Hill Advisory Services Inc.

Date:

# QUONTA HOLDINGS LTD.

By:

Name:

Title:

Date:

# Schedule "B"

## FULL AND FINAL MUTUAL RELEASE

IN CONSIDERATION FOR the execution and delivery of the settlement agreement between Timminco and Quonta dated January •, 2013 (the "Settlement Agreement"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Quonta, on the one hand, and Timminco, on the other hand, and their officers, directors, shareholders, employees, successors, corporate parents, subsidiaries, affiliates, heirs, executors, administrators, assigns, and representatives DO HEREBY IRREVOCABLY RELEASE, REMISE, AND FOREVER DISCHARGE the other from and against all manner of action, causes of action, suits, proceedings, obligations, liabilities, duties, dues, debts, sums of money, accounts, interests, bonds, covenants, contracts, claims, damages and demands ("Claims") which each may heretofore have had, may now have or may hereinafter have against the other, other than any Claims that Timminco and Quonta may have or have specifically preserved under the terms of the Settlement Agreement or the Indemnity Agreement provided for therein.

AND FOR THE SAID CONSIDERATION, Quonta and Timminco represent and warrant that each has not assigned any of the matters released herein or with respect to which each has agreed not to make any claims or take any proceedings.

IT IS UNDERSTOOD AND AGREED THAT if any of Quonta or Timminco hereafter makes or publishes any claims or demands or takes or threatens to take any action or other proceeding against the other or others on the basis of the Claims discharged by this Mutual Release, then this Mutual Release may be raised as an estoppel to any such claim, demand or proceeding.

THIS MUTUAL RELEASE shall enure to the benefit of and shall be binding on each of Timminco and Quonta and each of their respective directors, officers, employees, representatives, shareholders, corporate parents, subsidiaries, affiliates, agents, heirs, administrators, trustees in bankruptcy, successors and assigns, if any, as the case may be.

-2-

IT IS UNDERSTOOD AND AGREED that, by the settlement of this matter, neither of Timminco or Quonta admits liability in any respect, and that any such liability is expressly denied.

THE UNDERSIGNED hereby warrant that the terms of this Mutual Release are fully understood by them and that this Mutual Release is made and the release herein is given after receiving independent legal advice. Timminco and Quonta confirm that they are executing this Mutual Full and Final Release freely, voluntarily and without duress.

THIS RELEASE may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement binding on the parties hereto provided each party hereto has executed at least one counterpart and each shall be deemed to be an original notwithstanding that all parties are not signatory to the same counterparts.

The parties have executed this Settlement Agreement as of the dates written below.

TIMMINCO LTD., BY RUSSELL HILL ADVISORY SERVICES INC., SOLELY IN ITS CAPACITY AS CHIEF RESTRUCTURING OFFICER OF TIMMINCO LTD.

By:

Name: Sean Dunphy

Title: President, Russell Hill Advisory Services Inc.

Date:

Schedule "C"

IN THE YEAR TWO THOUSAND THIRTEEN, On this XX day of January (XX-01-2013) 35

 $\tilde{a}$ 

Before Mtre Philippe Fortin, Notary of the City of Montreal, Province of Quebec;

## APPEARED:

TIMMINCO LIMITEE,

Hereinafter called the (VENDOR)

AND

QUONTA HOLDINGS LIMITED,

Hereinafter called the (PURCHASER)

WHO AGREED AS FOLLOWS:

## OBJECT OF THE CONTRACT

The VENDOR sells to the PURCHASER the Immovable Property described hereinbelow:

## DESCRIPTION

### PARCEL 1:

That certain vacant piece of land known and designated as part of lot number **TWO HUNDRED AND SIXTY-SEVEN (P. 267)** of the Official Cadastre of the Parish of St-Clement, Registry Office of Beauharnois, being an irregular figure and MEASURING one thousand eight hundred and thirty-four feet and four tenths of a foot (1,834.4') in its North-East line; one thousand one hundred and eighty-six feet and nine tenths of a foot (1,186.9') in its South-West line; seven hundred and sixteen feet and four tenths of a foot (716.4') in its South-East line, which is at right angles to the division line between said lot 267 and lot 270; and nine hundred and seventy-four feet (974') in its North-West line; and BOUNDED in front, to the North-West, by a common passageway composed of part of said lot 267, measuring sixty-six feet (66.0') in width measured at right angles to the right-of-way of the Canadian National Railway Company or representative; in rear, to the South-East, by another part of said lot 267; on one side, to the South-West, by part lot 270; and, on the other side, to the North-East, by part of lot 266. The said emplacement having a total area of one million eighty-eight thousand eight hundred and sixty-one square feet (1,088,861.0 s.f. or 25 acres), English measure and more or less.

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Le tout tel que plus amplement démontré au plan préparé par R.J. LINDSAY, arpenteur-géomètre, en date du 7 février 1952, dont copie est annexée à la minute numéro SIX MILLE DEUX CENT CINQUANTE-TROIS (6253) de Me John POZER ROWAT, Notaire et dont copie a été publiée au bureau de la publicité des droits de la circonscription foncière de Beauharnois sous le numéro 84 264.

#### PARCEL 2:

A piece or parcel of land of irregular form being part of lot number **TWO HUNDRED AND SIXTY-SEVEN (P. 267)** of the Official Cadastre of the Parish of St-Clement, Registry Office of Beauharnois, and being more fully described as follows:

Starting at point "A" (concrete monument found), being the intersection of the dividing line between lots numbers two hundred and sixty-five and two hundred and sixtyseven (265 and 267) with the North-West boundary of lot number five hundred and forty-eight (548); Thence proceeding in a South-Westerly direction along the said North-West boundary of lot number five hundred and forty-eight (548) for a distance of seven hundred and three feet and six tenths of a foot (703.6') to point "B" being the intersection of the dividing line between lots numbers two hundred and sixty-seven and two hundred and seventy (267 and 270) with the Northwest boundary of lot number five hundred and forty-eight (548); thence in a Northerly direction, along the dividing line between lots numbers two hundred and sixty-seven and two hundred and seventy (267 and 270) forming an interior angle of seventy-six degrees ten minutes (76º10') with the preceding course for a distance of two thousand six hundred and six feet (2606') to point "C"; thence in an Easterly direction forming an interior angle of eighty-nine degrees thirty-two minutes (89°32') with the preceding course for a distance of seven hundred and sixteen feet and four tenths of a foot (716.4') to point "D" located on the dividing line between lots numbers two hundred and sixty-six and two hundred and sixty-seven (266 and 267) and being at a distance of one thousand eight hundred and thirty-four feet and four tenths of a foot (1834.4') from the South-East boundary of the Canadian National Railway property (or representative) where there exists a concrete monument, the said distance being measure along the dividing line between lots numbers two hundred and sixty-six and two hundred and sixty-seven (266 and 267); thence in a Southerly direction along the dividing line between lots numbers two hundred and sixty-six and two hundred and sixty-seven (266 and 267) forming an interior angle of eighty-nine degrees forty-one minutes (89°41') with the preceding course for a distance of two thousand four hundred and thirty-three feet (2,433') to the point "A", the point of commencement.

BOUNDED to the North by part of lot number 267; to the East by lots numbers 265 and 266 (right of passage); to the South-East, by lot number 548; and, to the West, by part of lot 270 hereinafter described.

Containing an area of one million seven hundred and sixty-one thousand eight hundred square feet (1,761,800 s.f. or 47.874 arpents or 40.445 acres), English measures and more or less.

### PARCEL 3:

A piece or parcel of land of irregular form being part of lot number **TWO HUNDRED AND SEVENTY (P. 270)** of the Official Cadastre of the Parish of St-Clement, Registry Office of Beauharnois and being more fully described as follows:

Starting at point "B" (hereinabove mentioned); thence in a South-Westerly direction along the Nord-West boundary of lot number five hundred and forty-eight (548) for a distance of seven hundred feet and one tenth of a foot (700.1') to point "E" being the intersection of the dividing line between lots numbers two hundred and seventy and two hundred and seventy-one (270 and 271) with the Nord-West boundary of lot number five hundred and forty-eight (548); thence in a Northerly direction along the dividing line between lots numbers two hundred and seventy-and two hundred and seventy-one (270 and 271) with the Nord-West boundary of lot number five hundred and forty-eight (548); thence in a Northerly direction along the dividing line between lots numbers two hundred and seventy-and two hundred and

seventy-one (270 et 271) forming an interior angle of fifty-five degrees forty-seven minutes (55°47') with the preceding course for a distance of three thousand six hundred and ninety-one feet (3691') to point "F" being at a perpendicular distance of sixty-six feet (66') from the South-East boundary of the Canadian National Railway property (or representative); thence, in a North-Easterly direction forming an interior angle of one hundred and thirty-one degrees forty-one minutes (131º41') with the preceding course for a distance of seven hundred and forty-four feet and six tenths of a foot (744,6') to point "G" being located on the dividing line between lots numbers two hundred and sixty-seven and two hundred and seventy (267 and 270) and being at a perpendicular distance of sixty-six feet (66') from the South-East boundary of the Canadian National Railway property (or representative); thence in a Southerly direction forming an interior angle of forty-eight degrees twenty minutes (48°20') with the preceding course for a distance of one thousand one hundred and eighty-six feet and nine tenths of a foot (1186.9') to point "C" (hereinabove mentioned); thence in another Southerly direction along the dividing line between lots numbers two hundred and sixty-seven and two hundred and seventy (267 and 270) forming an interior angle of one hundred and eighty degrees twenty-eight minutes (180°28') with the preceding course for a distance of two thousand six hundred and six feet (2606'.) to point "B", the point of commencement.

BOUNDED to the North-West, by part of lot number 270 (right of passage); to the East by a part of lot number 267 hereinabove describe at "Parcel 2" and by another part of lot number 267; to the South-East, by lot number 548; and, to the West, by part of lot number 271 hereinafter described.

Containing an area of two millions one hundred and sixteen thousand square feet (2,116,000 s.f. or 57.499 arpents or 48.577 acres), English measures and more or less.

## PARCEL 4:

A piece or parcel of land of irregular form being part of lot number **TWO HUNDRED AND SEVENTY-ONE (P. 271)** of the Official Cadastre of the Parish of St-Clement, Registry Office of Beauharnois, and being more fully described as follows:

Starting at point "E" (hereinabove described); thence, in a Westerly direction along the North boundary of lot number five hundred and forty-eight (548) for a distance of four hundred and sixty-two feet and five tenths of a foot (462,5') to point "H"; thence, in another Westerly direction along the North boundary of lot number five hundred and forty-eight (548) forming an interior angle of one hundred and seventy-five degrees fifty-nine minutes (175°59') with the preceding course for a distance of one hundred and twenty-seven feet (127') to point "J" being the intersection of the dividing line between lots numbers two hundred and seventy-one and two hundred and seventyfour (271 and 274) with the North boundary of lot number five hundred and forty-eight (548) and being at a perpendicular distance of one hundred and sixty-five feet (165') from the centre line of the Beauharnois-Laprairie transmission line; thence, in a Northerly direction along the dividing line between lots numbers two hundred and seventy-one and two hundred and seventy-four (271 and 274) forming an interior angle of ninety-four degrees forty-one minutes (94º41') with the preceding course for a distance of three thousand one hundred and fifty-two feet (3152') to point "K" being at a perpendicular distance of sixty-six feet (66') from the Southeast boundary of the Canadian National Railway property (or representative) and at a perpendicular distance of one hundred and sixty-five feet (165') from the centre line of the Beauharnois-Laprairie transmission line; thence, in a North-Easterly direction forming an interior angle of one hundred and thirty-one degrees forty-two minutes (131º42) with the preceding course for a distance of seven hundred and eighty-seven feet and five tenths of a foot (787.5') to point "F" (hereinabove described); thence, in a Southerly direction along the dividing line of lots numbers two hundred and seventy and two hundred and seventy-one (270 and 271) forming an interior angle of fortyeight degrees nineteen minutes (48°19') with the preceding course for a distance of three thousand six hundred and ninety-one feet (3691') to the point "E", the point of commencement.

BOUNDED to the North-West by part of lot number 271 (right of passage); to the East by part of lot number 270 (Parcel 3 hereinabove described); to the South by lot number 548; and to the West by part of lot number 274.

Containing an area of two millions and sixteen thousand square feet (2,016,000 s.f. or 54.781 arpents or 46.281 acres), English Measure and more or less.

Lesdites parcelles 2, 3 et 4 ci-dessus désignées sont montrées sur le plan préparé par Jean-Paul ARSENAULT, arpenteur-géomètre, en date du 17 mars 1967 et portant le numéro 6703-004, dont copie est annexée à la minute numéro NEUF MILLE SOIXANTE-DIX-HUIT (9078) de Me Théodore D. LABERGE, Notaire et dont copie a été publiée au bureau de la publicité des droits de la circonscription foncière de Beauharnois sous le numéro 125 515.

SAUF ET À DISTRAIRE de cesdites parcelles 1, 2, 3 et 4, les lots suivants, savoir :

#### PARCELLE NO 67 (F 10/14)

Une partie du lot DEUX CENT SOIXANTE ET ONZE (Ptie 271) au cadastre officiel de la Paroisse de Saint-Clément, bureau de la publicité des droits de la circonscription foncière de Beauharnois, de figure irrégulière, bornée et décrite comme suit : vers le Nord, par une partie du lot 271, mesurant le long de cette limite trente-six mètres et cinquante-cinq centièmes (36,55); vers l'Est, par une partie du lot 271, mesurant le long de cette limite cent soixante-dix-neuf mètres et dix-neuf centièmes (179,19); vers le Nord-Est, par une partie du lot 271 et par une autre partie du lot 271 étant la parcelle no 68, mesurant le long de cette limite deux cent soixante-guatorze mètres et cinquante-deux centièmes (274,52) ; vers le Sud, par une partie du lot 548 étant la parcelle no 63, mesurant le long de cette limite cent quarante-huit mètres et cinquante-huit centièmes (148,58); vers l'Ouest, par une partie du lot 274 étant la parcelle no 61, mesurant le long de cette limite soixante-six mètres et cinquantequatre centièmes (66,54); vers le Nord, par une partie du lot 271 étant la parcelle numéro 66, mesurant le long de cette limite soixante-trois mètres et cinquante-sept centièmes (63,57) ; vers le Nord-Ouest, par une partie du lot 271 étant la parcelle no 66, mesurant le long de cette limite vingt et un mètres et vingt et un centièmes (21,21) ; vers l'Ouest, par une partie du lot 271 étant la parcelle no 66 et par une autre partie du lot 271, mesurant le long de cette limite trois cent vingt et un mètres et treize centièmes (321,13); vers l'Ouest, par une partie du lot 274 étant la parcelle no 102, mesurant le long de cette limite quinze mètres et dix-sept centièmes (15,17).

SUPERFICIE : vingt-six mille seize mètres carrés et quatre dixièmes (26 016,4 m.c.), mesures métriques.

#### PARCELLE NO 66 (F 10/14)

Une partie du lot DEUX CENT SOIXANTE ET ONZE (Ptie 271) au cadastre officiel de la Paroisse de Saint-Clément, bureau de la publicité des droits de la circonscription foncière de Beauharnois, de figure irrégulière, bornée et décrite comme suit : vers le Nord, par une partie du lot 271, mesurant le long de cette limite cinquante-sept mètres et huit centièmes (57,08) ; vers le Nord-Ouest, par une partie du lot 271, mesurant le long de cette limite douze mètres et quatre-vingt-quinze centièmes (12,95) ; vers l'Ouest, par une partie du lot 271, mesurant le long de cette limite trente-six mètres et trente-huit centièmes (36,38); vers le Nord, par une partie du lot 271, mesurant le long de cette limite dix mètres (10,00) ; vers l'Est, par une partie du lot 271 étant la parcelle no 67, mesurant le long de cette limite quarante mètres et cinquante-deux centièmes (40,52) ; vers le Sud-Est, par une partie du lot 271 étant la parcelle no 67, mesurant le long de cette limite vingt et un mètres et vingt et un centièmes (21,21) ; vers le Sud, par une partie du lot 271 étant la parcelle no 67, mesurant le long de cette limite soixante-trois mètres et cinquante-sept centièmes (63,57) ; vers l'Ouest, par une partie du lot 274 étant la parcelle no 58, mesurant le long de cette limite dix mètres et vingt-huit centièmes (10,28) ; l'extrémité Sud de cette dernière ligne étant le point à rattacher.

Le point à rattacher de ladite parcelle est situé à une distance de soixante-six mètres et cinquante-quatre centièmes (66,54) au Nord de l'intersection de l'emprise Nord-Est d'un chemin Montré à l'originaire avec la ligne séparatrice des lots 271 et 274 mesurée suivant ladite ligne séparatrice.

SUPERFICIE : mille cent cinquante-huit mètres carrés et cinq dixièmes (1 158,5 m.c.), mesures métriques.

#### PARCELLE NO 68 (F 10/14)

Une partie du lot **DÈUX CENT SOIXANTE ET ONZE (Ptie 271)** au cadastre officiel de la Paroisse de Saint-Clément, bureau de la publicité des droits de la circonscription foncière de Beauhamois, de figure irrégulière, bornée et décrite somme suit : vers le Nord-Ouest, par une partie du lot 271, mesurant le long de cette limite quatorze mètres et un centième (14,01) ; vers le Nord-Est, par une partie du lot 271, mesurant le long de cette limite cent quatre-vingt-cinq mètres et quatre-vingt-seize centièmes (185,96) ; vers le Sud, par une partie du lot 548 étant la parcelle no 69, mesurant le long de cette limite quatorze mètres et soixante-trois centièmes (14,63) ; l'extrémité Ouest de cette dernière ligne étant le point à rattacher ; vers le Sud-Ouest, par une partie du lot 271 étant la parcelle no 67, mesurant le long de cette limite cent quatre-vingt-deux mètres et vingt-cinq centièmes (182,25).

Le point à rattacher de ladite parcelle est situé à une distance de cent quarante-huit mètres et cinquante-huit centièmes (148,58) de l'intersection de l'emprise Nord-Est d'un chemin Montré à l'originaire avec la ligne séparatrice des lots 271 et 274 mesurée suivant ladite ligne séparatrice.

SUPERFICIE : deux mille cinq cent soixante-dix-sept mètres carrés et sept dixièmes (2577,7 m.c.), mesures métriques.

Le tout tel que plus amplement démontré au plan préparé par Denis LEMIEUX, arpenteur-géomètre, en date du 1<sup>er</sup> juin 2004 et conservé aux archives du ministère des Transports sous le numéro AA20-5400-9301-X2-7, feuillet no 10-14, tel que mentionné dans l'avis de transfert de propriété publié à l'endroit susdit sous le numéro 14 846 413.

SAUF ET À DISTRAIRE de cesdites parcelles 1, 2, 3 et 4, les lots suivants, savoir :

#### PARCELLE NO 32 (F. 3A/5, F. 4A/5, F. 5A/5)

Une partie du lot DEUX CENT SOIXANTE ET ONZE (Ptie 271) au cadastre officiel de la Paroisse de Saint-Clément, bureau de la publicité des droits de la circonscription foncière de Beauharnois, de figure irrégulière, bornée et décrite comme suit : vers le Nord-Ouest, par une partie du lot 271, mesurant le long de cette limite cent six mètres et quatre-vingt-dix-sept centièmes (106,97) ; vers l'Est, par une partie du lot 271, étant la parcelle no 33 et une autre partie du lot 271, mesurant le long de cette limite cent quarante-deux mètres et quatre-vingt-quinze centièmes (142.95) ; vers le Sud-Est, par une partie du lot 271, mesurant le long de cette limite vingt et un mètres et dix-neuf centièmes (21,19); vers l'Est, par une partie du lot 271, mesurant le long de cette limite cent huit mètres et cinquante-deux mètres (108,52); vers le Sud-Est, par une partie du lot 271, mesurant le long de cette limite cent cinquante et un mètres et onze centièmes (151,11) ; vers l'Est, par une partie du lot 271, mesurant successivement le long de ces limites dix-neuf mètres et vingt-six centièmes (19,26) et trois cent quarante mètres et treize centièmes (340,13) le long d'un arc de cercle de 1 480,00 mètres de rayon ; vers l'Ouest, par une partie du lot 271, étant l'emprise de la route 236 projetée, mesurant le long de cette limite cent cinquante-trois mètres et soixantesix centièmes (153,66) ; vers le Sud, par une partie du lot 271, étant l'emprise de la route 236 projetée, mesurant le long de cette limite trente-cinq mètres et vingt-trois centièmes (35,23) ; vers l'Ouest, par une partie du lot 271, étant la parcelle no 23. mesurant le long de cette limite dix mètres et vingt-neuf centièmes (10,29) le long d'un arc de cercle de 1 523,00 mètres de rayon, l'extrémité Nord de cette dernière ligne étant le point à rattacher ; vers l'Ouest, par une partie du lot 274, étant la parcelle no