

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-057679-199

SUPERIOR COURT  
Commercial Division

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IN THE MATTER OF THE PLAN OF  
ARRANGEMENT AND COMPROMISE OF:

DELOITTE RESTRUCTURING INC.

Applicant / Monitor

- and -

FORTRESS GLOBAL ENTERPRISES INC.

- and -

FORTRESS SPECIALTY CELLULOSE INC.

- and -

FORTRESS BIOENERGY LTD.

- and -

FORTRESS XYLITOL INC.

- and -

9217-6536 QUÉBEC INC.

Debtors

- and -

9109-3294 QUÉBEC INC.

Purchaser

- and -

INVESTISSEMENT QUÉBEC

Impleaded Party & Secured Creditor

- and -

FIERA PRIVATE DEBT INC.

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

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

Impleaded Party

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**AMENDED APPLICATION FOR THE ISSUANCE OF AN APPROVAL AND VESTING ORDER  
AND OF AN ORDONNANCE DE RADIATION (DISCHARGE ORDER)  
(Sections 11 & 36 of the *Companies' Creditors Arrangement Act*)**

TO THE HONOURABLE MARTIN F. SHEEHAN OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF MONTREAL, THE APPLICANT, DELOITTE RESTRUCTURING INC., RESPECTFULLY SUBMITS THE FOLLOWING:

**1. ORDER SOUGHT**

1. The Applicant, Deloitte Restructuring Inc., in its capacity as court-appointed monitor to the Debtors ("**Deloitte**" or the "**Monitor**") hereby seeks the issuance of an approval and vesting order (the "**Proposed Approval and Vesting Order**") and of an Ordonnance de radiation (the "**Discharge Order**"), substantially in the form of the draft orders communicated herewith as **Exhibit R-1 (en liasse)**. The Proposed Approval and Vesting Order aims to :
  - (a) extend the Stay Period (as defined below) until September 20, 2024; and
  - (b) approve the sale transaction contemplated by the Asset Purchase Agreement entered into between the Monitor, as seller, and 9109-3294 Québec Inc. (the "**Purchaser**"), as purchaser; and
  - (c) approve the activities of Deloitte, in its capacity as monitor to the Debtors, as described in its Twenty-Fifth Report to this Court.
2. The Monitor further seeks the issuance of the **Discharge Order** to give effect to the sale transaction contemplated before the Land Registry of Papineau and the Register of Personal and Movable Real Rights of Québec, and to allow the transfer of the purchased immovable and movable property free of any encumbrances, except as permitted by the parties.
3. As will be further discussed below, the present Application represents the culmination of almost five (5) years of restructuring efforts undertaken by the Debtors and the Monitor, in consultation with Investissement Québec ("**IQ**"), in its capacity as secured creditor and DIP lender to the Debtors. The granting of this Application, should it be deemed appropriate by this Court, will allow the eventual implementation of large-scale project that will allow significant investments to be made in the City of Thurso over the course of the next few years.

**2. PROCEDURAL BACKGROUND**

4. On December 13, 2019, IQ and Fiera Private Debt Inc. ("**Fiera**"), in their capacity as principal secured creditors of the Debtors, filed a joint application in respect of the Debtors pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), entitled *Application for the Issuance of a First Day Initial Order, an Amended and Restated Initial Order, a Receivership Order and a Claims Process Order* (the "**Initial Application**").
5. On December 16, 2019, the Initial Application was partially granted by the Honourable Marie-Anne Paquette, j.c.s., who rendered, on the same day, a first day initial order (the "**First Day Initial Order**"), pursuant to which, *inter alia*:
  - (a) Deloitte was appointed as Monitor of the Debtors;

- (b) all claims against the Debtors, their properties and their directors and officers were stayed (the “**Stay**”) until December 26, 2019 (the “**Stay Period**”); and
  - (c) the Debtors were authorized to borrow from IQ an amount of up to \$1,000,000 on the terms and conditions of the Interim Financing Term Sheet (the “**Interim Financing Term Agreement**”), which was to be secured by a super-priority charge and security over all of the assets of each of the Debtors in the aggregate amount of \$1,200,000 (the “**Interim Lender Charge**”).
- 6. On December 16, 2019, the Court also rendered an order appointing Deloitte as receiver to the Debtors for the sole purpose of allowing their respective employees from benefiting from those payments provided under the *Wage Earner Protection Program Act* (S.C. 2005, c. 47, s. 1).
- 7. On December 19, 2020, IQ and Fiera filed another joint motion requesting the issuance of an Amended First Day Order which was granted on December 26, 2020, as appears from the Court record, and which provided for, *inter alia*:
  - (a) an extension of the Stay Period until January 10, 2020;
  - (b) the authorization for the Debtors to borrow from IQ an amount of up to \$1,500,000 under the terms and conditions set forth in the Interim Financing Agreement, to be secured by an Interim Lender Charge of \$1,800,000; and
  - (c) the authorization for the Debtors (with the prior approval of the Monitor), or the Monitor (on behalf of the Debtors), to pay amounts owing for goods or services actually supplied to the Debtors either prior to or after the date of this Order up to a maximum of \$250,000, to the extent that, in the opinion of the Monitor, the supplier was essential to the business and ongoing operations of the Debtors.
- 8. On January 10, 2020, the Court granted the Initial Application filed by IQ and Fiera in its entirety, and rendered, as appears from the Court record:
  - (a) an Amended and Restated Initial Order which provided, *inter alia*:
    - (i) an extension of the Stay Period until May 2, 2020; and
    - (ii) the authorization for the Debtors to borrow from IQ an amount of up to \$6,000,000 under the terms and conditions set forth in the Interim Financing Agreement, to be secured by an Interim Lender Charge of \$7,200,000; and
    - (iii) an increase in the Monitor’s powers, including the powers to conduct and control the financial affairs and operations of the Debtors, and carry on the business of the Debtors;
  - (b) a Claims Procedure Order which established a “*Claims Bar Date*” of March 16, 2020 (except for restructuring claims).
- 9. Since then, the Court has rendered several other orders, including:
  - (a) orders extending the Stay Period (which is currently set to expire on July 30, 2024); and

- (b) orders approving a First Amending Agreement, a Second Amending Agreement, a Third Amending Agreement, a Fourth Amending Agreement, a Fifth Amending Agreement, a Sixth Amending Agreement, a Seventh Amending Agreement and an Eighth Amending Agreement to the Interim Financing Agreement, providing for an increase to the Facility Amount (as defined in the Interim Financing Agreement) to a total amount of \$39,000,000, and a corresponding increase to the Interim Lender Charge to a total amount of \$46,800,000.

### **3. SUMMARY OF THE DEBTORS' SOLICITATION EFFORTS SINCE 2019**

#### **A. The Pre-Filing Solicitation Efforts**

- 10. As previously discussed in the Initial Application, between August and November 2019 (i.e. prior to the filing of the Initial Application and the issuance of the First Day Initial Order), a sale and investment solicitation process had been conducted by the Debtors with the assistance of its then financial advisor (and in consultation with IQ and Deloitte).
- 11. Despite these efforts, no offer or indication of interest or other proposal had been submitted to the Debtors at that time.

#### **B. The Post-Filing Solicitation Efforts**

- 12. Following the commencement of these CCAA proceedings, the Debtors and the Monitor, in consultation with IQ and Fiera, have pursued and/or initiated discussions with various parties on an informal basis regarding a potential transaction which could allow the continuation of the Debtors' operations.
- 13. On September 3, 2020, the Monitor received an offer from one of these parties for the acquisition of the Cogeneration Facility (as defined below) which was shared with IQ and Fiera and subsequently refused. The Monitor has also received a draft letter of intention for the same facility, which was also shared with IQ and Fiera, and subsequently refused.
- 14. In 2021, the Debtors and the Monitor continued to have active discussions with various interested parties with a view to secure a binding offer with a party willing to continue the operations of the Debtors as a going concern.
- 15. Despite these continued efforts, no such binding offer was agreed upon.

#### **C. The August 2021 SISP**

- 16. In late July of 2021, the Monitor met with the respective representatives and counsel of IQ and Fiera to discuss the status of this file as well as the next steps.
- 17. During such meeting and in the discussions which followed such meeting, it was agreed that given the advantageous market price of dissolving pulp, it would be appropriate at that time to establish a formal deadline for the submission of letters of intent as well as the terms and conditions in connection with the process for the acquisition of the Debtors' business and assets (the "**SISP**").
- 18. As part of the SISP, the Monitor would communicate with a variety of potentially interested parties, including parties that had previously manifested some interest in acquiring the Debtors' business and assets, parties potentially interested in a going concern transaction and parties

potentially interested in submitting liquidation offers whereby the Debtors' assets would be decommissioned and dismantled.

19. Accordingly, the Monitor, in consultation with IQ and Fiera, prepared a list of twenty-two (22) potentially interested parties to whom the Monitor would reach out to.
20. On August 4, 2021, the Monitor sent to the above parties solicitation materials and advised them that offers should be submitted to the Monitor by no later than September 15, 2021 (the "**Bid Deadline**").
21. Several offers (the "**Offers**") from various parties (collectively, the "**Bidders**") were received by the Bid Deadline. These included going concern offers from strategic parties as well as liquidation bids.
22. On September 17, 2021, the Monitor presented a summary of the Offers to IQ and Fiera.
23. Since several of the Offers contained conditions relating to IQ and the Québec government (including requests for financial support), IQ, together with the Monitor, proceeded with a detailed review of each and every one of these Offers in order to assess their respective viability and to evaluate and quantify the various conditions set out thereunder, in order to ultimately determine whether or not a transaction could be successfully negotiated and implemented.
24. At that time, given the nature of these conditions, IQ expected that the completion of such transaction (if possible) could take several months.
25. In late 2021, IQ and the Monitor determined that it would be appropriate to focus their discussions with one of the Bidders (the "**Original Potential Purchaser**") and to evaluate such Original Potential Purchaser's ability to implement a project involving the restart of Fortress' Pulp Mill and Cogeneration Facility (the "**Original Proposed Project**").
26. As such, discussions and meetings were held between, *inter alia*, this Original Potential Purchaser, the Monitor, IQ as well as other governmental entities to clarify its offer, negotiate certain improvements to same and ultimately discuss the path going forward in order to properly assess the Original Potential Purchaser's Original Proposed Project and determine how such project could be implemented.
27. In this context, the parties namely discussed the terms and conditions which would be required to be met in order to complete a transaction and implement the Original Proposed Project.
28. In addition to discussing the financial terms of such transaction and the manner in which the Original Proposed Project could be implemented, the Original Potential Purchaser, IQ and the Monitor also discussed the retention by the Monitor of a third-party consultant which would proceed with an in-depth review of the Original Proposed Project and conduct feasibility studies relating to same (in order to validate the viability and the technical and financial feasibility of the Original Proposed Project), identify the areas of risks relating to same and obtain such third-party consultant's recommendations.
29. All parties agreed at that time that the preparation of a feasibility report by such third-party consultant constituted a critical step in moving forward with any transaction with the Original Potential Purchaser.

30. Unfortunately, and despite the significant efforts from all parties involved, it became clear that certain conditions relating to the Original Proposed Project and the required participation from the Quebec government in such project would not be met.
31. Accordingly, by the end of March 2022, the Quebec government notified the Original Potential Purchaser that it would not be in a position to pursue a transaction with such party in connection with the Original Proposed Project.

#### **D. The Subsequent Discussions With Other Potential Purchasers**

32. Over the course of the next few months, Fortress, together with the support of the Quebec government, and the assistance of the Monitor, continued to discuss with other parties other potential transactions and projects involving the acquisition of Fortress' assets.
33. In this context, discussions and meetings continued to be held between, on the one hand, Fortress, the Monitor and the Quebec government, and, on the other hand, certain parties that had previously shown interest in potentially implementing a transaction in connection with Fortress' assets, as well as additional new parties.
34. In late September 2022, Fortress and the Monitor received a non-binding letter of intent, together with a business plan, from a party potentially interested in acquiring the business and assets of Fortress.
35. IQ, together with various relevant branches of the Quebec government, analyzed the aforementioned letter of intent. However, due to the complexity of the proposal submitted to IQ and the Quebec government, and the need to consult with various branches of the Quebec government, such as the Ministère de l'Économie, de l'Innovation et de l'Énergie (the "MEIE"), the Ministère des Affaires municipales et de l'Habitation, the Ministère des Forêts, de la Faune et des Parcs du Québec and the Municipality of Thurso, the aforementioned offer required significant analysis, consideration and ultimately work on the part of IQ and the Quebec government.
36. Ultimately, such offer did not result in a transaction, and Fortress, together with the Monitor, continued their discussions with several other parties which remained interested in a potential transaction involving the assets of Fortress.

#### **E. The April 2023 SISP**

37. Given that several parties continued to show a strong interest in Fortress' assets, including namely for alternative projects, the Monitor, with the consent of IQ, established a deadline for the submission of letters of intent and the terms and conditions for the re-launched SISP.
38. On March 16, 2023, the Monitor communicated the terms and conditions of the process to potential bidders that had already demonstrated a serious interest in Fortress' assets and informed them that they had until April 14, 2023, to submit a letter of intent. A total of seven (7) parties were contacted.
39. On April 14, 2023, Fortress and the Monitor received six (6) offers from different interested parties, including parties which had previously demonstrated an interest in a potential transaction, as well as other parties which had, until then, not demonstrated such interest.

40. These offers were shared with IQ who proceeded with an analysis of each of the above offer, together with the Monitor and the Company, as well as with the various branches of the Quebec government.
41. In the following weeks and months, the Monitor, in consultation with IQ, had various discussions and exchanges with two (2) of the above offerors, namely with a view to clarify the terms and conditions of each of their respective offers and ultimately pursued discussions with one prospective purchaser as outlined below.

**F. The Negotiations with NCT Holdco LLC and Rio Tinto Fer & Titane Inc.**

42. After thorough review, the Monitor, in consultation with IQ, elected to focus and pursue its discussions and negotiations with the group composed of NCT Holdco LLC ("**Aymium**") and Rio Tinto Fer & Titane Inc. ("**RTFT**"), which had submitted a joint non-binding offer to the Debtors and to the Monitor (the "**Aymium/RTFT Offer**") in the context of the relaunched SISP detailed above, and had indicated a willingness to implement a joint transaction prior to the end of the year, subject to completing its due diligence over the course of the summer, during which a Phase II environmental report would be prepared.
43. Over the course of the 2023 summer, several follow-up meetings and discussions were held between the Monitor, IQ, the MEIE, Aymium and RTFT and their respective advisors to discuss and negotiate the terms and conditions of a potential transaction.
44. On August 25, 2023, after several weeks of discussions and negotiations, the Monitor, in consultation with IQ and the MEIE, entered into an Exclusivity Agreement (the "**Exclusivity Agreement**") with RTFT and Aymium, to which IQ intervened, pursuant to which the Monitor committed not to solicit offers from third parties with respect to the assets subject to the Aymium/RTFT Offer, until October 15, 2023.
45. In parallel with the foregoing, a third-party consultant was engaged to perform a Phase II environmental report (the "**Phase II Report**") with a view to determine the extent of the contamination of lands and buildings owned by the Debtors, and ultimately allow the parties to pursue their discussions and negotiations in view of a potential transaction.
46. During the fall of 2023, while the Phase II Report was being prepared, numerous meetings, both in person and virtual, as well as on-site visits, were held amongst the respective representatives and advisors of the Monitor, IQ, the MEIE, Aymium and RTFT, to discuss and negotiate, *inter alia*, the terms and conditions of a potential transaction, including its structure.
47. In fact, since June 2023, more than one hundred meetings were held, either in person or virtually, amongst some or all of the above-noted parties.
48. Ultimately, the discussions and negotiations were lengthier than anticipated due to the complexity of the contemplated transaction, the nature and condition of the Debtors' assets, including its lands and buildings, and the number of parties from whom various consents and approvals are required to ensure the implementation of the contemplated transaction.
49. In November 2023, a preliminary Phase II Report was completed, and a copy thereof was delivered to the Monitor, IQ and the Quebec government as well as to Aymium and RTFT.
50. Concurrently with the above, the aforementioned parties pursued intensive discussions and negotiations with a view to execute:

- (a) a memorandum of understanding (the “**MOU**”), setting forth the general terms, conditions, steps, timeline and structure of the contemplated; and
- (b) an amendment to the Exclusivity Agreement that would allow a limited extension of the exclusivity period set out therein in favour of Aymium and RTFT, in exchange for the payment of an exclusivity fee that would allow to fund the Debtors’ cash-flow forecast and the current on-going proceedings.

**G. The Execution of an MOU with Aymium and RTFT**

51. On April 30, 2024, the MOU was executed between the MEIE on the one hand, and Aymium, and RTFT, on the other hand and setting forth the parties’ agreement and understanding with respect to the salient terms of the contemplated transaction (the “**Contemplated Transactions**”) including, *inter alia*:
- (a) The partial assignment of IQ’s secured debt as against the Debtors to 9109-3294 Quebec Inc., a company whose shares are wholly owned, directly or indirectly, by the MEIE (the “**Purchaser**”);
  - (b) The subsequent acquisition by the Purchaser of substantially all of Fortress’ assets (save for those assets specifically excluded) (the “**Purchased Assets**”) by way of “*credit-bid*”, subject to this Court’s approval;
  - (c) The environmental rehabilitation of the Purchased Assets by the Purchaser;
  - (d) The concurrent lease of certain of the Purchased Assets to Évolys Québec Inc. (a corporation jointly owned by Aymium and Rio Tinto Canada Inc.) (“**Évolys**”), which would, in turn, benefit from an option to purchase from the Purchaser certain of the Purchased Assets, subject to certain terms and conditions; and
  - (e) The eventual implementation of a significant innovative industrial project by Évolys with respect to certain of the immovable properties of Fortress.
52. A copy of the MOU is communicated herewith, *under seal*, as **Exhibit R-2**.
53. Concurrently with the execution of the MOU, an amendment to the Exclusivity Agreement was also executed between the Monitor and Aymium and RTFT to which IQ intervened, which provides for the payment of an exclusivity fee that will fund the Debtors’ cash-flow forecast and the current on-going proceedings until the closing of the sale of the Purchased Assets (to the extent that the Court issues the orders sought herein). A copy of the Exclusivity Agreement, as amended, is communicated herewith, *under seal*, as **Exhibit R-3**.
54. On May 10, 2024, this Court rendered an order extending the Stay Period until July 30, 2024, in order to allow the parties to finalize their discussions and negotiations and prepare and agree upon the relevant contracts and agreements that would allow the implementation of the Contemplated Transactions.

**H. The Execution of an Asset Purchase Agreement and Other Ancillary Agreements**

55. Over the course of the past few weeks, all parties have been working intensively with a view to finalize and execute all necessary contracts and agreements that would allow, subject to this Court’s approval, the implementation of the Contemplated Transactions.

56. The following agreements are finalized and will be executed on or about July 22, 2024, subject to the issuance by this Court of the Proposed Approval and Vesting Order and the finalization and execution of ancillary agreements and documents:
- (a) An *Asset Purchase Agreement* (the “**APA**”) between the Debtors and the Purchaser, which provides for the acquisition by the latter of all or substantially all of the Debtors’ assets (save and except for any excluded assets), by way of credit-bid of a portion of the secured indebtedness assigned by IQ to the Purchaser;
  - (b) A *Lease Agreement* between the Purchaser and Évolys, whereby the latter (i) will lease from the Purchaser certain of the Purchased Assets, which essentially comprise of two (2) lots, for a period of up to thirty-nine 39 years; during the first five years of the term of such lease, Évolys will benefit from an option to acquire certain of the Purchased Assets from the Purchaser; as well as
  - (c) Other ancillary agreements and documents;

a copy of the unexecuted version of the APA [...] **is** communicated herewith, *under seal* [...] as **Exhibit R-4**.

57. While the Contemplated Transactions have been structured so that the transfer of the Purchased Assets will take place in two (2) steps (i.e. initially to the Purchaser, and then to Évolys subject to the terms and conditions of the Lease Agreement including the exercise of the option by Evolys), the Monitor understands nonetheless that it remains the intentions of all parties, including Évolys, that all Purchased Assets be transferred to it well in advance of the expiry of the term of the aforementioned lease, provided that the terms and conditions of the Lease Agreement and the ancillary agreements and documents are met.

#### **4. RELIEF SOUGHT**

##### **A. The Approval of the APA and of the Sale Transaction Contemplated Thereunder**

58. While the restructuring and/or sale of Fortress has proven to be lengthier and much more challenging than initially contemplated, given, *inter alia*, the complexity of the Contemplated Transactions, which required and continues to require consultation and coordination amongst an important number of governmental entities, the parties to the Contemplated Transactions have made significant progress towards the implementation of same.
59. As previously discussed, the Contemplated Transactions, including the sale transaction contemplated under the APA represents the culmination of almost five (5) years of restructuring efforts undertaken by the Debtors, the Monitor and IQ., in its capacity as secured creditor and DIP lender to the Debtors.
60. Absent an order from this Court approving the APA and the sale transaction contemplated thereunder, proceedings under the *Bankruptcy and Insolvency Act* (the “**BIA**”), whether it be receivership proceedings or bankruptcy proceedings, will need to be undertaken in short order, which, ultimately, will prevent the parties to implement the Contemplated Transactions, which they have been working on for over a year.
61. Although the sale of the Debtors’ assets to the Purchaser will not generate any amount to be distributed to the Debtors’ creditors, whether secured or unsecured, given the limited amount of the outstanding indebtedness to be “*credit-bid*” by the Purchaser in payment of the purchase price under the APA, and the aggregate amount of the Purchaser’s secured debt, which

amounts to approximately 40 million dollars in DIP funding alone, and approximately 100 million dollars in moneys funded on a secured basis prior to the commencement of the CCAA proceedings, the fact of the matter is that the Contemplated Transactions are the only transactions that are viable in the circumstances.

- 62. This being said, and as previously mentioned, the implementation of the Contemplated Transactions will finally allow for: (a) the environmental rehabilitation of the Purchased Assets by the Purchaser and (b) the implementation by Évolys of a significant industrial project.
- 63. As such, while the Contemplated Transactions will not result in any recovery for the creditors of the Debtors, the fact is that such transactions will be of a great benefit to the residents of the City of Thurso and, perhaps more importantly, to the Quebec economy – which, in the end, will clearly be more advantageous than the simple bankruptcy of the Debtors.
- 64. Furthermore, it is expected that in the context of the Contemplated Transactions, certain of the remaining employees of the Debtors will be offered new employments with Évolys.
- 65. For the reasons previously discussed, the Monitor therefore supports and recommends this Court's approval of the APA and of the sale transaction contemplated thereunder.

#### **B. The Extension of the Stay Period**

- 66. As previously mentioned, the Stay Period is currently set to expire on July 30, 2024.
- 67. Given the above, it is hereby requested that the Stay Period be extended up to and including September 20, 2024, so as to allow the parties to finalize and implement the sale of the Debtors' assets to the Purchaser, and, subsequently, allow the closing of the remainder of the Contemplated Transactions.
- 68. Furthermore, as previously discussed in prior applications to the Court, Fortress is party to certain litigation proceedings involving Les Pompes Gould Inc. ("**Pompes Gould**") in which Fortress claims from the latter damages in an amount of approximately \$17 million.
- 69. On February 11, 2022, this Court rendered an order approving a Litigation Funding Agreement entered into between Fortress, the Monitor and Omni Bridgeway (Fund 5) Canada Investments Limited.
- 70. On December 22, 2022, a common declaration was filed by each of Fortress and Pompes Goulds, and since then, a trial has been set to take place between March 17, 2025 and April 11, 2025.
- 71. Fortress' rights and claims pursuant to the Pompes Gould litigation proceedings and pursuant to the Litigation Funding Agreement have been excluded from the Purchased Assets, as set out in the APA, such that such rights and claims will remain in the patrimony of Fortress, and subject to its secured creditors (including IQ and the Purchaser)'s security interests.
- 72. The Debtors will have sufficient liquidity to fund the present proceedings and its limited operations until the end of the extended Stay Period, should the present application be granted by this Court.

#### **4.1 CONFIDENTIALITY**

- 72.1.** The Applicant is seeking a temporary order declaring that the APA be kept strictly confidential and under seal until the closing of the Contemplated Transactions or further order of the Court.
- 72.2.** The sealing of the APA until the closing of the Contemplated Transactions or further order of the Court is necessary considering that disclosing its terms and conditions, including the purchase price, as well as the information contained therein may affect the Monitor's ability to monetize the Purchased Assets should the Contemplated Transactions not close.
- 72.3.** The Applicant is further seeking an order declaring that the MOU and the Exclusivity Agreement be kept strictly confidential and under seal until further order of this Court, as they contain commercially sensitive information pertaining to a subsequent transaction with a third party, which is independent of the Court's approval.

**5. CONCLUSION**

73. In light of the foregoing, the Monitor respectfully submits that the relief sought in this Application are appropriate in the circumstances, as such relief will allow the parties to move forward with several transactions which will allow a positive outcome for the Debtors, their employees and the city of Thurso.

**WHEREFORE, MAY THIS COURT:**

**GRANT** this **Amended** Application for the Issuance of an Approval and Vesting Order and an *Ordonnance de radiation (Discharge Order)* (the "**Application**");

**ISSUE** two orders substantially in the form of the draft orders communicated *en liasse* in support of the Application as Exhibit R-1;

**WITHOUT COSTS**, save and except in case of contestation.

**MONTREAL, July 22, 2024**

*McCarthy Tétrault S.E.N.C.A.L., s.r.l.*

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**Me Alain N. Tardif**  
**Me Francois-Alexandre Toupin**  
**Me Cassiopée Mailloux-Boucher**  
**All notifications must be sent at**  
**[notification@mccarthy.ca](mailto:notification@mccarthy.ca)**

## LIST OF EXHIBITS

Exhibit	Description
R-1	<i>En liasse</i> – Draft Approval and Vesting Order and Draft Ordonnance de Radiation (Discharge Order)
R-2	Under seal – Copy of the Memorandum of Understanding
R-3	Under seal – Copy of the Amended Exclusivity Agreement
R-4	Under seal – Copy of the Asset Purchase Agreement

MONTREAL, July 22, 2024

*McCarthy Tétrault S.E.N.C.A.L., s.r.l.*

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**Me Cassiopée Mailloux-Boucher**  
All notifications must be sent at  
[notification@mccarthy.ca](mailto:notification@mccarthy.ca)

## SWORN STATEMENT

I, the undersigned, Jean-François Nadon, having my principal place of business at La Tour Deloitte 1190 Avenue des Canadiens de Montréal, Suite 500 Montreal, QC


Canada H3B 0M7, solemnly declare the following:


1. I act as the Monitor for the Debtors since December 2019;
2. All the facts alleged in the *Amended Application for the Issuance of an Approval and Vesting Order* are, to the best of my knowledge, true.

**AND I HAVE SIGNED**

  
Jean-François Nadon

**Solemnly declared before me at Montreal,  
on the 22<sup>th</sup> day of July 2024**

  
Commissioner for taking oaths in the  
Province of Québec

  
Karine Forget  
175741  
Commissaire à l'assermentation  
Pour le Québec

## NOTICE OF PRESENTATION


TO: the Service List

**TAKE NOTICE** that the *Amended Application for the Issuance of an Approval and Vesting Order* will be presented for adjudication before the Superior Court of Quebec, Commercial Division on **July 25, 2024**, at **9:15 am**, either in person in room 16.12 of the Montreal Courthouse or by videoconference, the details of which are below:

16.12	<p><a href="#">Rejoindre la réunion Microsoft Teams</a></p> <p><a href="#">+1 581-319-2194</a> Canada, Québec (Numéro payant)</p> <p><a href="#">(833) 450-1741</a> Canada (Numéro gratuit)</p> <p>ID de conférence : 559 596 749#</p> <p><a href="#">Numéros locaux</a>   <a href="#">Réinitialiser le code confidentiel</a>   <a href="#">En savoir plus sur Teams</a>   <a href="#">Options de réunion</a></p> <p>Rejoindre à l'aide d'un dispositif de vidéoconférence</p> <p><a href="mailto:teams@teams.justice.gouv.qc.ca">teams@teams.justice.gouv.qc.ca</a> ID de la conférence VTC : 1158898292</p> <p><a href="#">Autres instructions relatives à la numérotation VTC</a></p>
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Best regards.

**MONTREAL, July 22, 2024**

  
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**McCarthy Tétrault LLP**  
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No. 500-11-057679-199  
SUPERIOR COURT, COMMERCIAL DIVISION  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

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**IN THE MATTER OF THE PLAN OF ARRANGEMENT AND  
COMPROMISE OF:**

**DELOITTE RESTRUCTURING INC.**

Applicant / Monitor

-and-

**FORTRESS GLOBAL ENTERPRISES INC.  
FORTRESS SPECIALTY CELLULOSE INC.  
FORTRESS BIOENERGY LTD.  
FORTRESS XYLITOL INC.  
9217-6536 QUÉBEC INC.**

Debtors

-and-

**9109-3294 QUÉBEC INC.**

Purchaser

-and-

**INVESTISSEMENT QUÉBEC**

Impleaded Party & Secured Creditor

-and-

**FIERA PRIVATE DEBT INC. *ET AL.***

Mises-en-Causes

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**AMENDED APPLICATION FOR THE ISSUANCE OF AN APPROVAL AND  
VESTING ORDER AND OF AN ORDONNANCE DE RADIATION  
(DISCHARGE ORDER)  
(Sections 11 & 36 of the *Companies' Creditors Arrangement Act*)**

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**ORIGINAL**

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Alain Tardif Francois Alexandre Toupin and Cassiopée Mailloux-Boucher / 218443-528069

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