

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO.: 500-11-057679-199

In the matter of the *Companies' Creditors Arrangement Act* 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-

**INVESTISSEMENT QUÉBEC
9109-3294 QUÉBEC INC.**

Mis en cause and Secured Creditor

-and

FIERA PRIVATE DEBT INC.

Mis en cause

**Application for the Issuance of an Order Terminating the CCAA Proceedings, Releasing
and Discharging the Monitor and Granting Ancillary Relief**
(Sections 11 and 11.02(2) 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. Introduction

1. The Applicant, Deloitte Restructuring Inc. ("**Deloitte**" or the "**Monitor**"), in its capacity as court-appointed monitor of Fortress Global Enterprises Inc., Fortress Specialty Cellulose Inc. ("**Fortress Specialty**"), Fortress Bioenergy Ltd., Fortress Xylitol Inc. and 9217-6536 Québec

Inc. (collectively, the “**Debtors**”) hereby seeks the issuance of an order substantially in the form of the proposed order communicated herewith as **Exhibit R-1** *inter alia*:

- (a) extending the Stay Period (as defined below) until and including December 15, 2025;
- (b) approving the activities of the Monitor as described in its Twenty-Eighth Report to this Court;
- (c) approving *Amendment No. 3 to Litigation Funding Agreement* (“**Amendment No. 3**”) and authorizing the Monitor to execute same for and on behalf of the Debtors. A copy of Amendment No. 3 is communicated herewith, under seal, as **Exhibit R-2**;
- (d) approving a distribution to IQ, in its capacity as Interim lender (in such capacity, the “**Interim Lender**”) in the maximum amount of \$ 1,100,000 (the “**Proposed Distribution**”);
- (e) terminating the CCAA proceedings in respect of the Debtors (the “**CCAA Proceedings**”);
- (f) discharging and releasing the Monitor from his duties under the CCAA and the Initial Order; and
- (g) consolidating the bankruptcy files of the Debtors in one single bankruptcy file and ancillary relief.

2. **Procedural Background**

- 2. 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**”).
- 3. 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 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**”).
- 4. 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).

5. 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.
6. 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 (as amended, restated or otherwise modified from time to time, the **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).
7. Since then, the Court has rendered several other orders, including:
 - (a) orders extending the Stay Period (which is currently set to expire on September 30, 2025); 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.
8. On June 16, 2021, the Monitor filed an *Application for the Issuance of an Order Approving: (i) a Litigation Funding Agreement; (ii) a Litigation Financing Charge; (iii) the Transfer of Certain Litigation Proceedings Before the Superior Court (Commercial Division); and (iv) an Agreement in Principle to Settle Certain Penal Proceedings* (the "**Initial LFA Application**").

9. On June 22, 2021, the Court *inter alia* postponed to August 12, 2021, the debate on the approval of the litigation funding agreement between Omni Bridgeway (Fund 5) Canada Investments Limited ("**Omni**"), the Monitor, in its capacity as Monitor of Fortress Specialty and Cain Lamarre LLP (the "**Lawyers**") (the "**Initial LFA**"), the litigation financing charge in favour of Omni and thereafter of the Lawyers in the amount of \$6M over only the litigation proceeds (the "**Litigation Financing Charge**") and the transfer of the litigation between Fortress Specialty and Goulds Pumps Canada Inc. ("**Goulds Pumps**") before the Québec Superior Court (Commercial Division) (the "**Litigation Proceedings**").
10. On November 1, 2021, the Court rendered its judgment on the Initial LFA Application, which refused to approve the Initial LFA in its proposed form and expressed the Court's view with respect to the required changes which could make the Initial LFA acceptable (the "**Initial LFA Judgment**").
11. On November 19, 2021, the Monitor filed an *Application for the Issuance of an Order Approving a Litigation Funding Agreement and a Litigation Financing Charge* (the "**Amended LFA Application**") seeking the approval *inter alia* of the Initial LFA, as amended pursuant to an Amendment No. 1 to Litigation Funding Agreement (the "**First Amendment**" and the Initial LFA, as amended pursuant to the First Amendment, being hereinafter referred to as "**Amended LFA**").
12. On December 30, 2021, the Court rendered its judgment on the Amended LFA Application which refused to approve the Amended LFA in its proposed form and expressed the Court's view with respect to the required changes which could make the Amended LFA acceptable (the "**Amended LFA Judgment**").
13. On February 11, 2022, the Monitor filed an *Application for the Issuance of an Order Approving an Amended Litigation Funding Agreement and the creation of a Litigation Funding Charge* (the "**Re-amended LFA Application**"). On the same day, the Court rendered an *Order Approving a Litigation Funding Agreement and a Litigation Financing Charge* approving the Amended LFA, as amended pursuant to an Amendment No. 2 to Litigation Funding Agreement (the "**Second Amendment**" and the Amended LFA, as amended pursuant to the Second Amendment, being hereinafter referred to as the "**LFA**").
14. On July 19, 2024, the Monitor filed an Application for the Issuance of an Approval and Vesting Order and of an Ordonnance de Radiation (Discharge Order) (as amended, the "**Approval Application**").
15. On July 25, 2024, the Court granted the Approval Application and issued *inter alia* an Approval and Vesting Order approving the sale of substantially all of the Debtors' assets (the "**Purchased Assets**") by way of "*credit-bid*" to 9109-3294 Québec inc. (the "**Purchaser**") further to the partial assignment of IQ's secured debt as against the Debtors to 9109-3294 Québec Inc. (the "**Sale Transaction**").

3. **Extension of the Stay Period**

16. As more fully described in the Twenty-Eighth Report, since the issuance of its Twenty-Seventh Report, the Monitor namely:
 - (a) exercised control over the receipts and disbursement of the Debtors;
 - (b) monitored the preparation of the Litigation Proceedings and, ultimately, in consultation with IQ and after taking into consideration the advice of the Lawyers (as defined in the

LFA) and the guidelines set out in Exhibit C of the LFA) accepted the terms and conditions of a settlement of the Litigation (the “**Settlement**”);

- (c) negotiated and finalized Amendment No. 3 to the LFA with the Litigation Funder;
 - (d) responded, with the assistance of the Debtors, to questions from various stakeholders as to the status of the CCAA Proceedings;
 - (e) through its attorneys, followed up with the attorneys of Revenu Québec and obtained the coordinates of a person at Revenu Québec who could assist the Monitor to resolve the issue related to the delays in the refund of sales taxes;
 - (f) monitored the sale process implement through a real estate broker regarding the disposition of the remaining assets of the Debtors which remained to be realized, namely: (i) a vacant land located in Gatineau and covered by dense forest and (ii) a vacant land located in Notre-Dame-de-la-Salette known as the Poupore Bark Pile Site, which site was covered and revegetated and contains an estimated 300 000 tons of wood bark residue (collectively, the “**Remaining Assets**”); and
 - (g) closed a transaction in respect of unused carbon credits held by Fortress with a broker specializing in carbon credits. The Monitor received the proceeds of the sale in May 2025.
17. The actions of the Monitor were taken in accordance with and pursuant to the powers granted to it under the orders of this Court rendered in the CCAA Proceedings, including the Initial Order.
18. As previously mentioned, the Stay Period is currently set to expire on September 30, 2025.
19. Given the above, it is hereby requested that the Stay Period be extended up to and including December 15, 2025, so as to allow the Monitor to complete the realization of the Debtors’ Remaining Assets, collect certain receipts, including namely certain sales tax credits and the Debtors’ share of the Settlement, for the benefit of the Debtors’ creditors, prepare the bankruptcy of the Debtors and complete any other ancillary steps.
20. The Debtors will have sufficient liquidity to fund the present proceedings and its limited operations until the end of the proposed extension to the Stay Period, should the present application be granted by this Court.
21. The Debtors, the Monitor and IQ have acted and continue to act in good faith and with due diligence in the context of these CCAA Proceedings.
22. All stakeholders generally will benefit from the extension of the Stay Period sought.
- 4. The Approval of the Proposed Distribution**
23. Further to collecting certain receipts and completing the realization of the Remaining Assets, and considering the expected level of receipts and disbursements, the Monitor would like to proceed to the Proposed Distribution to the Interim Lender, up to a maximum amount of \$ 1 100 000.
24. Considering that the Monitor expects to collect additional receivables as well as the proceeds from the realization of the Remaining Assets, the Monitor can only estimate the amount of the

Proposed Distribution, which could be subject to adjustments once the Monitor has made a final reconciliation.

25. The Monitor will not proceed to the Proposed Distribution prior to having completed a final reconciliation, after having collected all amounts that remain to be collected.
26. As of the date hereof, it is clear that no creditor, other than the Interim Lender, will receive any distribution considering that all the material assets of the Debtors have already been realized and the expected proceeds from the realization of the Remaining Assets and the receivables that remain to be collected are clearly insufficient to reimburse in full the amounts owing to the Interim Lender.
27. In light of the foregoing, the Monitor respectfully submits that it is appropriate under the circumstances to approve the Proposed Distribution, up to a maximum amount of \$ 1 100 000 and after the Monitor has completed its final reconciliation.

5. The Approval of Amendment No. 3 to the LFA

28. On or about February 14, 2014, Fortress Specialty filed an origination application before the Québec Superior Court (Civil Division) under court file number 500-17-082483-143 against Goulds Pumps claiming an amount of \$ 17 363 683.38, which was amended on June 25, 2014, to add Goulds Pumps Inc. as defendant, for restitution of the purchase price and for damages in relation to the defect of two boiler feedwater pumps manufactured and sold to Fortress Specialty by Goulds Pumps.
29. Rather than filing a counterclaim, Goulds Pumps and ITT Goulds Pumps Inc. filed an originating demand against Fortress Specialty before the Québec Superior Court, (Civil Division) under court file number 500-17-094108-167 claiming an amount of \$ 508 717.09 in connection with allegedly unpaid invoices. Both claims were subsequently consolidated and were to be heard together in the same trial in March 2025.
30. As part of the Sale Transaction, the Debtors' rights and interest in the Litigation Proceedings were excluded from the Purchased Assets and therefore remained in the patrimony of the Debtors to be realized for the benefit of the Debtors' creditors.
31. Shortly prior to the start of the trial in March 2025, the parties entered into a final round of negotiation and were able to agree on the terms and conditions for the Settlement.
32. In accordance with the terms and conditions of the LFA, the Monitor was authorized to settle, for and on behalf of the Debtors, and in consultation with IQ and after taking into consideration the advice of the Lawyers and the guidelines set out in Exhibit C of the LFA, the Litigation Proceedings.
33. After consulting IQ, and considering the guidelines set out in Exhibit C to the LFA, as well as the advice of the Lawyers, the Monitor accepted the Settlement and executed the final documentation confirming the Settlement for and on behalf of the Debtors.
34. In order for all parties to agree to the terms and conditions of the Settlement, the parties to the LFA agreed to amend certain terms and conditions of the LFA in accordance with Amendment No. 3 (Exhibit R-2, *under seal*).
35. The modifications to the LFA contemplated pursuant to Amendment No. 3 are reasonable and benefit the Debtors and their stakeholders.

36. The Monitor is hereby seeking the approval of Amendment No. 3 and authorization to execute same, which remains the only step that remains to be completed prior to the Monitor receiving the Debtors' share of the proceeds of the Settlement.
- 6. The Termination of the CCAA Proceedings and the Discharge and Release of the Monitor**
37. At this time, the only remaining steps to be completed in the CCAA Proceedings are as follows:
- (a) collect certain receipts, including namely sales tax credits and the Debtors' share of the Settlement;
 - (b) completing certain payments for post-filing goods and services received by the Debtors;
 - (c) complete the realization of the Remaining Assets and collect the proceeds from such transactions;
 - (d) complete a final reconciliation and proceed with the Proposed Distribution; and
 - (e) assign the Debtors into bankruptcy, as the case may be.
38. Whereas, following completion of the above-mentioned remaining steps, the role entrusted by the Court to the Monitor will be completed, the Monitor requests that the CCAA Proceedings be terminated and that he be discharged, all with effect from the CCAA Termination Time (as defined below).
39. The Monitor is therefore seeking an order providing that the CCAA Proceedings be deemed completed upon the issuance of a certificate by the Monitor (the "**CCAA Termination Certificate**") certifying that, to the best of the Monitor's knowledge, substantially all issues and matters outstanding in the CCAA Proceedings are now resolved or completed. The CCAA Proceedings will be completed without further act or formality on the date and at the time of issuance of the CCAA Termination Certificate (the "**CCAA Termination Time**").
40. The Monitor also requests the Court to approve his activities, including those described in the Twenty-Eighth Report, to discharge him from his duties and to order that he be fully discharged from any liability or obligation that he has or may have or omissions, with the exception of gross or intentional fault.
41. Given the powers granted to the Monitor under *inter alia* the Initial Order, the Monitor is also seeking a release in favour of the Monitor, its legal counsel and their respective, directors, officers, employees and other representatives.
42. Finally, the Monitor requests that no proceedings be taken against it without the prior authorization of the Court upon notice given to the Monitor and on condition that the prior authorization orders the payment of a security sufficient to guarantee the payment of the Monitor's legal fees and court costs.
43. The Monitor has duly and properly fulfilled his duties, functions, obligations and responsibilities in the context of the CCAA Proceedings and pursuant to the CCAA as well as under the orders of this Court rendered in the CCAA Proceedings.

7. Consolidation of the Bankruptcy Files of the Debtors

44. In order to facilitate and make more efficient the administration of the bankruptcies of the Debtors, and thus reduce the costs that will be incurred in connection with the bankruptcies, the Monitor requests that the Court authorizes:
- (a) The consolidation of the bankruptcy files of the Debtors into one single bankruptcy file (the “**Consolidated Bankruptcy File**”) so that:
 - (i) One single statement of affairs and one list of creditors be prepared;
 - (ii) Only one first creditors’ meeting be held and, if applicable, one meeting of inspectors (if any) and other creditors’ meetings be held jointly; and
 - (iii) All notices, letters and communications to be sent from time to time in the context of the bankruptcy of the Debtors be consolidated into one single notice, letter or communication.
 - (b) The filing of a joint trustee’s report for the Consolidated Bankruptcy File.
45. There will be no assets of value to be realized as part of the bankruptcies of the Debtors and there are insufficient funds to reimburse in full the advances made under the Interim Financing, such that there will be no distribution to unsecured creditors.
46. In light of the foregoing, no creditor of the Debtors will be prejudiced by the conclusions sought in this Application.

WHEREFORE, MAY THIS COURT:

GRANT this *Application for the Issuance of an Order Terminating the CCAA Proceedings, Releasing and Discharging the Monitor and Granting Ancillary Relief*;

ISSUE an substantially in the form of the Proposed Order communicated as Exhibit R-1;

WITHOUT COSTS, save and except in case of contestation.

Montreal, September 26, 2025

McCarthy Tétrault LLP

McCarthy Tétrault LLP

Lawyers for the Monitor

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Mis en cause and Secured Creditor

-and

FIERA PRIVATE DEBT INC.

Mis en cause

Sworn Declaration

I, the undersigned, Jean-François Nadon, President of Deloitte Restructuring Inc., domiciled for the purpose hereof at La Tour Deloitte 1190 Avenue des Canadiens de Montréal, Suite 500 Montréal, Québec, H3B 0M7, Canada, solemnly affirm that all the facts alleged in the present *Application for the Issuance of an Order Terminating the CCAA Proceedings, Releasing and Discharging the Monitor and Granting Ancillary Relief* are, to the best of my knowledge, true.

AND I HAVE SIGNED, by technological means,

Jean-François Nadon, CPA, CIRP, LIT

Solemnly affirmed to before me by
technological means in Montréal, on
September ____, 2025

Commissioner of oaths for the province of
Québec

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Notice of Presentation

TO: The Service List

TAKE NOTICE that the present *Application for the Issuance of an Order Terminating the CCAA Proceedings, Releasing and Discharging the Monitor and Granting Ancillary Relief* will be presented for adjudication before the Superior Court of Québec, sitting in the commercial division for the district of Montréal, at the Montréal Courthouse **on September 29, 2025 at 9:15 a.m, in room 16.12.**

MONTREAL, this September 26, 2025

McCarthy Tétrault LLP

MCCARTHY TÉTRAULT LLP
Lawyers for the Monitor

SUPERIOR COURT
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List of Exhibits

(Application for the Issuance of an Order Terminating the CCAA Proceedings, Releasing and Discharging the Monitor and Granting Ancillary Relief)

Exhibit R-1	Proposed Order
Exhibit R-2	UNDER SEAL – Amendment No. 3

MONTREAL, this September 26, 2025

McCarthy Tétrault LLP

MCCARTHY TÉTRAULT LLP
Lawyers for the Monitor

SUPERIOR COURT
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