

NO. S245340  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF  
G3 GENUINE GUIDE GEAR INC.

ORDER MADE AFTER APPLICATION

	)		)
	)	THE HONOURABLE	)
BEFORE	)		)
	)	JUSTICE LEBLANC	)
	)		)
	)		)

04/DEC/2025

ON THE APPLICATION of Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as court appointed receiver (in such capacity, the "**Receiver**"), coming on for hearing at Vancouver, B.C. on December 4, 2025 and on hearing Chloe Ducluzeau and Jordan Schultz, counsel for the Receiver, and those other counsel appearing listed at **Schedule "A"**; AND UPON READING the material filed, including the Third Report of the Receiver, dated November 20, 2025, the affidavit of Jeff Keeble made November 20, 2025 (the "**Deloitte Affidavit**"), and the affidavit of Jordan Schultz made November 20, 2025 (the "**Dentons Affidavit**");

**THIS COURT ORDERS THAT:**

1. The activities of the Receiver, as set out in:

- (a) Supplement to the First Report of the Receiver, dated November 7, 2024;
- (b) Confidential Supplement to the First Report of the Receiver, dated November 7, 2024 (the "**First Confidential Supplement Report**");
- (c) Second Report of the Receiver, dated February 25, 2025; and
- (d) Third Report of the Receiver, dated November 20, 2025 (the "**Third Report**"),

are hereby approved, provided that Deloitte in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

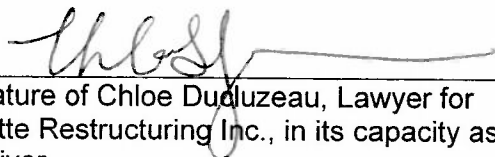
2. The Receiver's statement of actual and estimated receipts and disbursements for the period from August 9, 2024 to November 19, 2025, a copy of which is attached as Appendix "A" to the Third Report, is hereby approved.

3. The Receiver's fees in the amount of \$179,845.00 and the disbursements of the Receiver in the amount of \$43,534.38 plus applicable taxes, for the period from August 7, 2024 to October 31, 2025, as set out in the Deloitte Affidavit, be and are hereby approved.
4. The Receiver's estimated further fees and disbursements for the period from November 1, 2025 to the completion of this matter be and are hereby approved, provided that such amount shall not exceed \$5,000 (plus applicable taxes).
5. The fees of the Receiver's legal counsel, Dentons Canada LLP ("**Dentons**"), in the amount of \$66,422.50 and the disbursements of Dentons in the amount of \$510.85 plus applicable taxes, for the period from August 23, 2024 to October 31, 2025, as set out in the Dentons Affidavit, be and are hereby approved. \$3,321.13 <sup>11</sup>
6. Dentons' technology and administration fee in the amount of ~~\$510.85~~ is subject to further order of this Court.
7. Dentons' estimated further fees and disbursements for the period from November 1, 2025 to the completion of this matter be and are hereby approved, provided that such amount shall not exceed \$8,500 (plus applicable taxes).
8. After payment of the fees and disbursements of the Receiver and Dentons as approved at paragraphs 4 and 6, respectively, the Receiver shall pay all funds remaining in its hands to Royal Bank of Canada as set out in the Third Report.
9. Upon:
  - (a) the Receiver's and Dentons' fees and disbursements having been invoiced and paid in accordance with the estimates approved at paragraphs 4 and 6, respectively, of this Order;
  - (b) the Receiver having paid all funds remaining in its hands to Royal Bank of Canada in accordance with paragraph 7 of this Order; and
  - (c) the Receiver completing any other outstanding activities set out in the Third Report,the Receiver shall file a discharge certificate (the "**Receiver's Discharge Certificate**") confirming the foregoing.
10. Upon the filing of the Receiver's Certificate:
  - (a) the Receiver shall be released and discharged as Receiver in this proceeding;

- (b) Deloitte shall be released and discharged from any and all liability that the Receiver or Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as the Receiver herein, save and except as may result from gross negligence or willful misconduct of the Receiver. Without limiting the generality of the foregoing, and save and except as may result from gross negligence or willful misconduct of the Receiver, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in this proceeding;
  - (c) in addition to the rights and protections afforded the Receiver under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and as an officer of this Court, the Receiver and Deloitte shall incur no liability or obligation as a result of its appointment or carrying out of its mandate, save and except as may result from the gross negligence or willful misconduct of the Receiver. Nothing in this Order shall derogate from the rights and protections afforded the Receiver by the *BIA* or any applicable legislation; and
  - (d) notwithstanding anything to the contrary contained in this or any other order of this Court made in this proceeding, on its discharge, the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Receiver.
11. Notwithstanding its discharge herein, the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein.
12. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of this proceeding was not delivered as required by the *BIA* and regulations thereto, any other applicable enactment or any other Order of this Court.

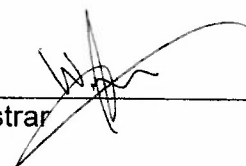
13. Endorsement of this Order, other than by counsel for the Receiver, is hereby dispensed with.

**THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED AS ABOVE AS BEING MY CONSENT:**



Signature of Chloe Duduzeau, Lawyer for  
Deloitte Restructuring Inc., in its capacity as the  
Receiver

By the Court. 

  
Registrar

**SCHEDULE "A"**  
**LIST OF COUNSEL**

NAME	PARTY REPRESENTED