

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL
No.: 500-11-058763-208
DATE: June 19, 2024

PRESIDING: THE HONOURABLE DAVID R. COLLIER, J.S.C.

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

**GROUPE DYNAMITE INC.
GRG USA HOLDINGS INC.
GRG USA LLC**

Debtors

-and-

DELOITTE RESTRUCTURING INC.

Monitor

TERMINATION AND DISCHARGE ORDER

- [1] **CONSIDERING** the *Application to Terminate CCAA Proceedings and Discharge the Monitor* (the "**Application**") dated June 4, 2024 pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), of the Applicant / Monitor, Deloitte Restructuring Inc. (the "**Monitor**") and the affidavit filed in support thereof;
- [2] **CONSIDERING** the report of the Monitor dated June 5, 2024;
- [3] **CONSIDERING** the submissions of counsel present at the hearing of the Application;
- [4] **CONSIDERING** the Initial Order rendered by this Court on September 8, 2020, as amended and restated on September 18, 2020 and May 18, 2021 (the "**Initial Order**");

JCOB37

- [5] **CONSIDERING** the extensions of the Stay Period (as defined in the Initial Order) ordered by this Court on October 15, 2020, December 10, 2020, February 25, 2021, April 19, 2021, July 17, 2021, and September 14, 2021;
- [6] **CONSIDERING** the Debtors' Amended and Restated Joint Plan of Compromise and Arrangement dated September 15, 2021 filed pursuant to the CCAA (the "**Plan**");
- [7] **CONSIDERING** the Sanction Order rendered by this Court on October 7, 2021 (the "**Sanction Order**");
- [8] **CONSIDERING** the Implementation Certificate of the Monitor issued by the Monitor in respect of the Plan on October 13, 2021;
- [9] **CONSIDERING** the provisions of the CCAA;

THE COURT HEREBY:

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

SERVICE

- [11] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that the Application is properly returnable today and **DISPENSES** with further service thereof.
- [12] **PERMITS** the service of this Order at any time and place and by any means whatsoever.

DEFINITIONS

- [13] **DECLARES** that, unless otherwise indicated, capitalized terms found herein shall have the meanings ascribed thereto in the Sanction Order.

TERMINATION OF CCAA PROCEEDINGS

- [14] **ORDERS** that upon filing with the Court of a certificate substantially in the form attached to this Order as Schedule "A" (the "**Termination Certificate**") executed by the Monitor and certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings (the "**CCAA Proceedings**") have been completed, the CCAA Proceedings shall be terminated without any other act or formality (the "**CCAA Termination Time**"), save and except as provided for in this Order, and provided that nothing herein impacts the validity of any Orders made in the CCAA Proceedings or any actions or steps taken by any Person.
- [15] **ORDERS** that the Monitor is hereby directed to file a copy of the Termination Certificate with the Court as soon as practicable after such certificate is issued.

MONITOR

- [16] **DECLARES** that the Monitor has satisfied all of its obligations under the CCAA, the Plan and the Orders rendered in the CCAA Proceedings up to and including the date of this Order.
- [17] **ORDERS** that all of the Monitor's reports filed with this Court (the "**Monitor's Reports**") be and are hereby approved, that all actions and conduct of the Monitor in connection with the Debtors and the CCAA Proceedings, including the actions and conduct of the Monitor disclosed in the Monitor's Reports, are hereby approved.
- [18] **DISPENSES** the Monitor from filing any further reports, including any which may be required by section 23 of the CCAA.
- [19] **DECLARES** that the protections afforded to Deloitte Restructuring Inc. ("**Deloitte**"), as Monitor and as officer of this Court pursuant to the terms of the Plan, the Initial Order, the Sanction Order and any other Orders made in the CCAA Proceedings shall not expire or terminate on the CCAA Termination Time and, subject to the terms hereof, shall remain effective and in full force and effect.
- [20] **ORDERS** that effective at the CCAA Termination Time, Deloitte shall be discharged and relieved from any further obligations, liabilities, responsibilities and duties, in its capacity as Monitor of the Debtors under the CCAA and the Orders made in the CCAA Proceedings, and that Deloitte shall have no further obligations, responsibilities or duties as Monitor from and after the CCAA Termination Time.
- [21] **ORDERS** that, notwithstanding the discharge of Deloitte as Monitor, Deloitte shall have the authority but not the obligation to carry out, complete or address any matters in the capacity of Monitor that are ancillary or incidental to the CCAA Proceedings following the CCAA Termination Time, as may be required in the opinion of Deloitte.
- [22] **ORDERS** that, notwithstanding the Monitor's discharge and the termination of the CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend any of the rights, approvals, releases and protections afforded to Deloitte pursuant to the CCAA, at law and/or under all Orders made in the CCAA Proceedings and that Deloitte shall continue to benefit from any such rights, approvals, releases, and protections, including in connection with any actions taken pursuant to this Order following the CCAA Termination Time.

RELEASES

- [23] **ORDERS** that as of the CCAA Termination Time: (i) the Monitor; (ii) the legal counsel and advisors of the Monitor; and (iii) the affiliates, shareholders, members, equity holders, trustees, directors, officers, managers, employees, partners, and other representatives of the persons specified in (i) and (ii) (the persons specified in (i), (ii) and (iii) being, collectively, the "**Released Parties**") shall be forever

irrevocably and unconditionally released and discharged from any and all present and future claims, losses, damages, judgments, executions, recoupments, debts, sums of money, expenses, costs, accounts, liens, taxes, penalties, interests, recoveries, and other obligations, liabilities and encumbrances of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based in statute, contract or otherwise) based in whole or in part on any act, omission, transaction, dealing or other occurrence, matter, circumstance or fact existing or taking place on or prior to the CCAA Termination Time or completed pursuant to the terms of this Order and/or in connection with, in whole or in part, directly or indirectly, any of the Debtors or their assets, liabilities, business or affairs wherever or however conducted or governed, the administration and/or management of the Debtors or the CCAA Proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably, unconditionally and forever waived, discharged, released, cancelled and barred as against the Released Parties, and the commencement, prosecution, continuation or assertion, whether directly, indirectly, derivatively or otherwise, by any Person of any Released Claims against the Released Parties, whether before a court, administrative tribunal, arbitrator, other dispute resolver or otherwise, shall be permanently restrained and enjoined, all to the fullest extent permitted by applicable law.

GENERAL PROVISIONS

- [24] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada and that all Orders made in the CCAA Proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by, or inconsistent with, this Order or any further Order of this Court.
- [25] **ORDERS** that Deloitte may apply to this Court for advice and direction in connection with this Order and, as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order.
- [26] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.
- [27] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS

A handwritten signature in blue ink, consisting of a stylized 'D' followed by a stylized 'C'.

THE HON. DAVID R. COLLIER, J.S.C.

Schedule "A"

FORM OF TERMINATION CERTIFICATE

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-11-058763-208

SUPERIOR COURT
(Commercial Division)

**IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT OF:**

**GROUPE DYNAMITE INC.
GRG USA HOLDINGS INC.
GRG USA LLC**

Debtors

-and-

DELOITTE RESTRUCTURING INC.

Monitor

TERMINATION CERTIFICATE

RECITALS

- [1] Pursuant to an Order of the Court dated September 8, 2020, Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC (the "**Debtors**") obtained an initial order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), which order was amended and restated on September 18, 2020 and May 18, 2021, and Deloitte Restructuring Inc. ("**Deloitte**") was appointed as Monitor of the Debtors' CCAA proceedings (the "**CCAA Proceedings**").
- [2] Pursuant to an Order of the Court dated June 19, 2024 (the "**CCAA Termination Order**"), among other things, Deloitte shall be discharged as Monitor of the Debtors and the CCAA Proceedings shall be terminated upon filing of the Termination Certificate with the Court, the whole in accordance with the terms of the CCAA Termination Order.

THE MONITOR CERTIFIES that:

to its knowledge, all matters to be attended to in connection with the CCAA Proceedings (Court file No. 500-11-058763-208) have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the Termination and Discharge Order has occurred on the date of this Termination Certificate.

DATED at Montréal, Québec, this _____ day of _____.

DELOITTE RESTRUCTURING INC., in its capacity as Monitor of the Debtors, and not in its personal or corporate capacity.

Per: _____

Name:

Title: