

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

File: No: 500-11-057679-199

SUPERIOR COURT
Commercial Division

Montreal, December 16, 2019

Present: The Honourable Marie-Anne Paquette,
J.S.C.

**IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED:**

INVESTISSEMENT QUÉBEC

Co-Applicant / Secured Creditor

- and -

FIERA PRIVATE DEBT INC.

Co-Applicant / Secured Creditor

- 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 -

DELOITTE RESTRUCTURING INC.

Monitor

ORDER APPROVING A RECEIVER

ON READING the Applicants' *Application for the Issuance of a First Day Initial Order, an Amended and Restated Initial Order, a Receivership Order and a Claims Procedure Order* pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36 (as amended the "**CCAA**") and the exhibits, the affidavit of Alejandro Morales filed in support thereof (the "**Application**"), the consent of Deloitte Restructuring Inc. ("**Deloitte**") to act as receiver, relying upon the submissions of counsel and being advised that the interested parties were given prior notice of the presentation of the Application;

GIVEN the provisions of the CCAA and the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**");

SEEING that it is appropriate to appoint Deloitte as receiver to Fortress Global Enterprises Inc., Fortress Specialty Cellulose Inc. and Fortress Bioenergy Ltd. (the "**Debtors**");

WHEREFORE, THE COURT:

1. **GRANTS** the Application.

Service

2. **DECLARES** that sufficient prior notice of the presentation of this Application has been given by the Applicants to interested parties.

Notice under section 244 BIA

3. **DECLARES** that for the purposes of this Order, Investissement Québec ("**IQ**") and Fiera Private Debt Inc. ("**Fiera**"), as manager and agent under the IAM Loan Agreement and the Bridge Financing Agreement (as such terms are defined in the Application), are deemed to have sent a notice of intention to enforce security to the Debtors in accordance with section 244 (1) BIA and dispenses IQ with any further notice requirements in that regard.

Appointement

4. **APPOINTS** Deloitte to act as receiver (the "**Receiver**") to the bank account described as Schedule "A" to the Order to a maximum of five hundred US dollars (US\$500) and to no other property of the Debtors until one of the following events comes to pass:
 - (a) the filing of an assignment in bankruptcy in respect of the Debtors; or
 - (b) the issuance of any order by the Court terminating the mandate of the Receiver.

5. **DECLARES** that this Order and its effects shall survive the filing by the Debtors of a notice of intention to make a proposal or of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtors pursuant to the terms of the CCAA or the bankruptcy of the Debtors unless the Court orders otherwise.

Receiver's powers

6. **AUTHORIZES** the Receiver to exercise the following powers:
 - (a) all the powers necessary to comply with its obligations set forth under the *Wage Earner Protection Program Act*, SC 2005, c 47, s 1; and
 - (b) all the powers necessary to take any action reasonably incidental to the exercise of its powers under this Order or the fulfillment of any statutory obligation.

7. **AUTHORIZES** the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions.

Debtors' duties

8. **ORDERS** the Debtors, their directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of this Order.

Limitation of liability

9. **DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph 6 of this Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the property of the Debtors, of every nature and kind whatsoever, wherever situated, and regardless of whose possession it might be in (the "**Property**"). The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the BIA.
10. **DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment.
11. **DECLARES** that sections 14.06 and 215 of the BIA apply *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph.

Fees

12. **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of Investissement Québec.
13. **ORDERS** that the fees and disbursements of the Receiver and those of its attorneys shall be secured by an administration charge to be provided in any further Order to be rendered by this Court, if any, in these proceedings.

General

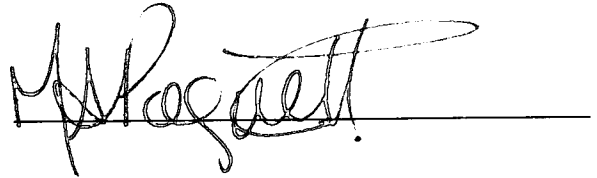
14. **DECLARES** that this Order, the Application and the affidavit filed in support thereof do not, in and of themselves, constitute a default or failure to comply by the Debtors under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement.

15. **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail.
16. **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter.
17. **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtors' and the Receiver's counsel and to any other party who may request such delivery.
18. **DECLARES** that unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtors and the Receiver has filed such notice with the Court.
19. **DECLARES** that any interested Person may apply to this Court to vary or rescind this Order or seek other relief upon five (5) days notice to the Receiver, the Applicants and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
20. **DECLARES** that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.

21. **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 this Order.
22. **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

WITHOUT COSTS.

Montreal, December 16, 2019

A handwritten signature in black ink, appearing to read 'M. Paquette', is written over a horizontal line. The signature is fluid and cursive.

The Honourable Marie-Anne Paquette, j.s.c.

SCHEDULE "A"

Bank Account of Fortress Global Entreprises Inc. at CIBC (Fortress Specialty Cellulose– US),
bearing number 015810206911