

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	)	
In re:	)	Chapter 15
	)	
GROUPE DYNAMITE INC., <i>et al</i>	)	Case No. 20-12085 (CSS)
	)	
Debtors in a Foreign Proceeding <sup>1</sup>	)	(Jointly Administered)
	)	

**NOTICE OF APPLICATION FOR MEETING ORDER, EXTENSION  
ORDER, AND ADDITIONAL RELIEF IN THE CANADIAN PROCEEDINGS**

**PLEASE TAKE NOTICE** that, on October 8, 2020, the Court entered the *Order Granting Petition for (I) Recognition as Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [Docket No. 53] (the “Recognition Order”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that, on September 2, 2021, the Debtors filed in the Canadian Proceedings the *Application for a Meeting Order, an Order for a Sixth Extension, and Additional Relief*, attached as **Exhibit A** (the “Application”). If granted, the Application will authorize the Debtors to file the Joint Plan of Compromise and Arrangement of Groupe Dynamite and to call a meeting of the creditors for the purpose of considering and, if appropriate, approving the Plan in accordance with the draft Meeting Order attached to the Application as Exhibit P-2, among other relief. The Application will be presented for adjudication in the Canadian Proceedings on **September 10, 2021 at 10:00 am (prevailing Eastern Time)**. If the Application is approved, the proposed meeting of the creditors will be held on **September 30, 2021 at 10:00 am (prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that parties wishing to attend the presentation of the Application may attend as follows:

- a. With Microsoft Teams Tool: by clicking on the link available on the website [www.tribunaux.qc.ca](http://www.tribunaux.qc.ca);  
Enter your name and click “Join now.”  
Please enter your name as follows:

Lawyers: Mtre First name, Last Name (name of the represented party)

<sup>1</sup> The last four digits of the Debtors’ tax identification number are as follows: (a) Groupe Dynamite Inc. (4210); (b) GRG USA Holdings Inc. (4293); and (c) GRG USA LLC (4008). Additional case information can be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.omniagentsolutions.com/groupedynamite>. The location of the Debtors’ service address for purposes of these chapter 15 cases is 5592 Ferrier Street, Montreal, Quebec, Canada, H4P 1M2.

<sup>2</sup> Terms used herein but not otherwise defined shall have the meanings ascribed in the Recognition Order or the Application, as applicable.

Syndics: First name, Last Name (syndic's name)

Superintendent: First name, Last name (superintendent's name)

Parties not represented by lawyers: First name, Last name, Party (specify: Plaintiff, Defendant, Petitioner, Respondent, Creditor, Opponent or other)

Parties attending a public hearing may specify (public)

b. By telephone:

Canada, Québec (paid number): + 1 581-319-2194

Canada (toll-free number): (833) 450-1741

Conference ID: 991 211 186#

c. By videoconference: [teams@teams.justice.gouv.qc.ca](mailto:teams@teams.justice.gouv.qc.ca)

Conference VTC ID: 1185631255

d. In person: If and only if you do not have access to one of these technological means above-identified, you may go to room 17.09 of the Courthouse of Montreal, located at 1 Notre-Dame Street East.

**PLEASE TAKE FURTHER NOTICE** that if you wish to contest the Application you need to notify the Debtors in writing as specified in the Application at least 48 hours before the presentation date and you must participate to the virtual proceeding. If you do not, a judgment could be rendered during the presentation of the proceeding, without any further notice or delay.

**PLEASE TAKE FURTHER NOTICE** that copies of the Application, the Recognition Order, or any other document that has been filed in these chapter 15 cases can be obtained for free of charge on the Debtors' claim and noticing agent's website at <https://cases.omniagentsolutions.com/groupedynamite> or for a fee on the Court's website at <https://ecf.deb.uscourts.gov>.

Dated: September 3, 2021  
Wilmington, Delaware

*/s/ Laura Davis Jones*

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*Counsel to the Foreign Representative*

**EXHIBIT A**

**Application**

Superior Court  
(Commercial Division)

Canada  
Province of Québec  
District of Montréal  
No: 500-11-058763-208

---

**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

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**Application for a Meeting Order, an Order for a Sixth Extension and Additional Relief  
(*Companies' Creditors Arrangement Act*, ss 4, 22)**

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**To the Honourable Brian Riordan, Judge of the Superior Court, sitting in the Commercial Division for the District of Montréal, the Debtors respectfully submit:**

**I. Introduction**

1. By the present Application, Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC (collectively, "**Groupe Dynamite**") seek:
  - (a) the approval to file the Joint Plan of Compromise and Arrangement of Groupe Dynamite (the "**Plan**", **Exhibit P-1**) and to call a meeting of the creditors for the purpose of considering and, if appropriate, approving the Plan (the "**Meeting**") in accordance with the draft Meeting Order, **Exhibit P-2**;
  - (b) a declaration that certain creditors of Groupe Dynamite which filed proofs of claim after the Claims Bar Date, as this term is defined in the Claims Procedure Order, **Exhibit P-3**, are authorized to file their Late Claims (as this term is defined hereinafter) and that such Late Claims are deemed to have been received before the Claims Bar Date; and
  - (c) an extension of the Stay Period to October 22, 2021, in accordance with the terms of the draft Extension Order, **Exhibit P-4**.

## II. Background

2. On September 8, 2020, Groupe Dynamite served an Application for an Initial Order and an Amended and Restated Initial Order (the “**Initial Application**”).
3. The Initial Application provides a detailed description of the activities of Groupe Dynamite, their key stakeholders, the circumstances surrounding the filing of the Initial Application as well as the Restructuring contemplated pursuant to the Initial Order.
4. On September 8, 2020, this Court granted the Initial Application and rendered an Initial Order, commencing proceedings in respect of Groupe Dynamite under the CCAA (the “**CCAA Proceedings**”).
5. On September 18, 2020, the Court rendered an amended and restated initial order, *inter alia*, confirming the provisions of the Initial Order and extending the Stay Period to October 19, 2020.
6. On several occasions, the Court extended the Stay Period. Most recently, on June 17, 2021, the Court extended the Stay Period until September 24, 2021.
7. On April 19, 2021, the Court rendered a Claims Procedure Order (Exhibit P-3) implementing the claims process developed by Groupe Dynamite, in collaboration with the Monitor, to assess their actual and contingent liabilities.

## III. The Proposed Plan

8. The purpose of the Plan is (a) to establish two distribution pools (the “**Distribution Pools**”), one of which consists of Canadian dollars (the “**CAD Distribution Pool**”) and the other of US dollars (the “**USD Distribution Pool**”), which in the aggregate total \$8,000,000, (b) to distribute the Distribution Pools to pay certain convenience claims and, *pro-rata*, the affected claims (the “**Affected Claims**”), and (c) to release Groupe Dynamite and certain other parties. The paragraphs below summarize the Plan and as such are not legally binding.
9. The Affected Claims are all claims against Groupe Dynamite, except:
  - (a) all claims secured by the Administration Charge and the Interim Lender Charge;
  - (b) the Crown Priority Claims;
  - (c) the Gift Cards Claims;
  - (d) the Post-Filing Claims; and
  - (e) the Secured Lenders’ Claims.

10. Under the Plan, there is only one class of creditors composed of the persons having Affected Claims (the “**Affected Creditors**”). Each Affected Creditor has a Voting Claim. Each Voting Creditor is entitled to one vote, which vote have a value equal to the dollar value of its Voting Claim or, in the case of an undetermined Voting Claim, the value determined by the Monitor in conjunction with Groupe Dynamite. The votes of the Voting Creditor holding any undetermined Voting Claims have to be tabulated separately.
11. An initial distribution (the “**Initial Distribution**”) of the Distribution Pools would be made within 30 days of the approval of the plan by the Court. The Monitor, on behalf of Groupe Dynamite, would distribute the CAD Distribution Pool and the USD Distribution Pool to, respectively, the CAD Affected Creditors and the USD Affected Creditors to pay:
  - (a) first, the Employee Priority Claims;
  - (b) second, to each default convenience creditor (the “**Default Convenience Creditor**”), the amount of its Affected Claim, and, to each opt-in convenience creditor (the “**Opt-in Convenience Creditor**”), an amount of CAD 2,500 or the equivalent in USD; and
  - (c) third, an amount to each Affected Creditor to pay its Affected Claim, on a *pro-rata* basis according to the amounts of its Affected Claim.
12. From time to time after the Initial Distribution, the Monitor, on behalf of Groupe Dynamite, may distribute the CAD Distribution Pool and the USD Distribution Pool to, respectively, each of the CAD Affected Creditors and the USD Affected Creditors to pay its Affected Claim, on a *pro-rata* basis according to the amounts of its Affected Claim, less any amount already received.
13. Within 30 days of the date on which there are no longer any undetermined claims the Monitor, on behalf of Groupe Dynamite, would distribute the CAD Distribution Pool and the USD Distribution Pool to, respectively, each of the CAD Affected Creditors and the USD Affected Creditors to pay its Affected Claim, on a *pro-rata* basis according to the amounts of its Affected Claim, less any amount already received.
14. The persons who have a valid economic interest in Groupe Dynamite will derive a greater benefit from the implementation of the Plan than they would derive from a liquidation of Groupe Dynamite in a bankruptcy scenario. Equally important, the Plan provides Groupe Dynamite and its many stakeholders including employees, business partners and customers with the continued opportunity to work and do business together.
15. Consequently, the Debtors hereby ask that this Court authorize the filing of the Plan and to authorize the Monitor to call, hold and conduct the Meeting in accordance with the draft Meeting Order (Exhibit P-2).

#### **IV. The Late Claims**

16. Capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Claims Procedure Order (Exhibit P-3).

17. The Claims Procedure Order (Exhibit P-3) defines the Claims Bar Date as meaning 5:00 p.m. on June 7, 2021, or thirty (30) days after the date of receipt by the Creditor of a notice from the Debtors giving rise to the Restructuring Claim, as appears from paragraph 4.8 thereof.
18. Pursuant to paragraph 9 of the Claims Procedure Order (Exhibit P-3), creditors failing to file their Proof of Claim by the Claims Bar Date or, as the case may be, the Restructuring Claims Bar Date, shall:
  - (a) be forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the CCAA Parties or their Directors and Officers, and all such Claims shall be forever extinguished;
  - (b) not be permitted to vote on any Plan on account of such Claim(s);
  - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the CCAA Parties' assets or otherwise, on account of such Claim(s); and
  - (d) not be entitled to receive further notice in respect of the Claims Procedure or these CCAA Proceedings generally, in relation to such Claim(s).
19. Since June 7, 2021, nineteen (19) parties (each, a "**Late Claimant**") filed a Claim after the applicable Claims Bar Date (each such Claim, a "**Late Claim**"), as further detailed in the Monitor's Eighth Report, which will be filed prior to the hearing of this Application (the "**Monitor's Eighth Report**").
20. Groupe Dynamite, after consultation with the Monitor, are satisfied that the delay in filing the Late Claims is attributable to inadvertence on the part of the Late Claimant, and that none of the Late Claimants has been acting in bad faith or with a view to derive some form of strategic advantage.
21. The combined amounts of Late Claims filed to date, including the thirty-three (33) Late Employees Claims, represent a total of close to \$3.4 million CAD.
22. It is expected, after consultation with the Monitor, that following determination of the Late Claims in accordance with the Claims Procedure Order, the amount of any Proven Claims arising out the Late Claims will be significantly lower than the face value of the Late Claims.
23. Given that the review of claims pursuant to the Claims Procedure Order (Exhibit P-3) remains ongoing and that no distribution has yet been effected, Groupe Dynamite respectfully submit that it is fair and equitable that the filing of each Late Claim be authorized by this Court, that such Late Claims be deemed to have been received before the Claims Bar Date and that Monitor can proceed with their review and adjudication pursuant to the Claims Procedure Order (Exhibit P-3). Conclusions to this effect are suggested in the Extension Order, Exhibit P-4.

**V. The Stay Period should be extended**

24. Since the last extension of the Stay Period on June 17, 2021, the Debtors:

- (a) Have almost completed their review of their lease portfolio;
  - (b) have progressed in the review of the proofs of claims filed in the claims process;
  - (c) have finalized the elaboration of a plan of compromise or arrangement, which led to the Plan; and
  - (d) have communicated with their creditors to present the Plan.
25. The Debtors seek the extension of the Stay Period until October 22, 2021 to complete the review of the proofs of claims, to call a meeting of the creditors for the purpose of considering and, if appropriate, approving the Plan, to distribute the Distribution Pools to the Affected Creditors and to apply to the Court to seek the sanction of the Plan if it is approved.
26. It is respectfully submitted that the Debtors have acted and are acting in good faith and with due diligence and that the proposed extension should be granted, in accordance with the draft Extension Order (Exhibit P-4).
27. Given the need to advance the restructuring process as quickly as possible, it is respectfully requested that this Court order the provisional execution of the orders sought pursuant to this Application notwithstanding any appeal.

**FOR THESE REASONS, MAY IT PLEASE THE COURT TO:**

**RENDER** an order substantially in the form of the draft Meeting Order, Exhibit P-2;

**RENDER** an order substantially in the form of the draft Extension Order, Exhibit P-4;

**THE WHOLE** without legal costs, except if contested.

Montréal, September 2nd, 2021



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**McCarthy Tétraault LLP**  
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Superior Court  
(Commercial Division)

Canada  
Province of Québec  
District of Montréal  
No: 500-11-058763-208

---

**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

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**Affidavit**

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I, the undersigned, Guy Vallières, authorized representative of the Debtors, domiciled for the purpose hereof at 5592 Ferrier Street, Mount-Royal, Québec, Canada, solemnly affirm that all the facts alleged in the present *Application for a Meeting Order, an Order for a Sixth Extension and Additional Relief* are true.

AND I HAVE SIGNED,

  
\_\_\_\_\_  
Guy Vallières

SOLEMNLY AFFIRMED TO BEFORE ME AT  
STE-MARTHE BY TECHNOLOGICAL MEANS, this  
September 2<sup>nd</sup>, 2021

  
\_\_\_\_\_  
COMMISSIONER OF OATHS  
FOR THE PROVINCE OF QUÉBEC

Superior Court  
(Commercial Division)

Canada  
Province of Québec  
District of Montréal  
No: 500-11-058763-208

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

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Debtors

-and-

**Deloitte Restructuring Inc.**

Monitor

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**Notice of Presentation**

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**TO: Service List**

**1. PRESENTATION OF THE PROCEEDING**

**TAKE NOTICE** that the present *Application for a Meeting Order, an Order for a Sixth Extension and Additional Relief* will be presented for adjudication before the Superior Court of Québec, sitting in the commercial division for the district of Montréal, located at 1 Notre Dame Street East, Montréal, QC, H2Y 1B6, **during the virtual roll on September 10, 2021 at 10:00 am** and in room to be determined or soon thereafter as counsel may be heard.

**2. HOW TO JOIN THE VIRTUAL PRACTICE ROLL CALL**

The coordinates for joining the room virtual roll call are the following:

- a) **With Microsoft Teams Tool:** by clicking on the link available on the website [www.tribunaux.qc.ca](http://www.tribunaux.qc.ca);

You need at that time to inscribe your name and click on "Joining now". In order to facilitate the progress and the identification of the participants, we are inviting you to inscribe your name by this manner:

The lawyers: Mtre First name, Last Name (name of the represented party)

The syndics: First name, Last Name (syndic's name)

The superintendent: First name, Last name (superintendent's name)

The parties non-represented by lawyers: First name, Last name (precise: Plaintiff, Defendant, Petitioner, Respondent, Creditor, Opponent or other)

For people who are assisting to a public hearing: the mention may be limited to entering: (public)

b) **By telephone:**

Canada, Québec (paid number): + 1 581-319-2194

Canada (toll-free number): (833) 450-1741

Conference ID: 991 211 186#

c) **By videoconference:** [teams@teams.justice.gouv.qc.ca](mailto:teams@teams.justice.gouv.qc.ca)

Conference VTC ID: 1185631255

d) **In person:** If and only if you do not have access to one of these technological means above-identified. You can then go to room 17.09 of the Courthouse of Montreal, located at:

1 Notre-Dame Street East.

**3. DEFAULT OF PARTICIPATING TO THE VIRTUAL ROLL CALL**

**TAKE NOTICE** that if you wish to contest the proceeding you need to advise by written the instigator of the proceeding at the indicated coordinates in this Notice of Presentation at least 48 hours before the presentation date and participate to the virtual roll call. Failing that, a judgment could be rendered during the presentation of the proceeding, without any further notice or delay.

**4. OBLIGATIONS**

4.1 The Collaboration

**TAKE NOTICE** that you have the obligation to cooperate with the other party, in particular by informing each other, at all relevant times, of all facts and elements susceptible of promote a loyal debate and making sure you preserve the relevant evidence (*Civil Code of Procedure*, Art. 20).

4.2 Preventing and Resolving Disputes Method

**TAKE NOTICE** that you must, before going to the Tribunal, considerate the recourse of all preventing and resolving disputes methods which are, among others, negotiation, mediation or arbitration, for which the parties appeal a third-party assistance (*Civil Code of Procedure*, Art. 2).

**DO GOVERN YOURSELVES ACCORDINGLY.**

Montréal, September 2nd, 2021

*McCarthy Tétrault*

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**McCarthy Tétrault LLP**  
Lawyers for the Debtors

Superior Court  
(Commercial Division)

Canada  
Province of Québec  
District of Montréal  
No: 500-11-058763-208

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**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

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**List of Exhibits**

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<b>EXHIBITS</b>	<b>DESCRIPTION</b>
<b>Exhibit P-1</b>	Joint Plan of Compromise and Arrangement of Groupe Dynamite
<b>Exhibit P-2</b>	Draft Meeting Order
<b>Exhibit P-3</b>	Claims Procedure Order
<b>Exhibit P-4</b>	Draft Extension Order

Montreal, September 2nd, 2021



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**McCarthy Tétraut LLP**  
Lawyers for the Debtors

SUPERIOR COURT  
(COMMERCIAL DIVISION)

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CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
N° : 500-11

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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

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***Application for a Meeting Order, an Order for a  
Sixth Extension and Additional Relief***

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Superior Court  
(Commercial Division)

Canada  
Province of Québec  
District of Montréal  
No.: 500-11-058763-208

---

In the Matter of the *Companies' Creditors Arrangement Act* of:

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**Groupe Dynamite Inc.**  
**GRG USA Holdings Inc.**  
**GRG USA LLC**

Debtors

-and-

**Deloitte Restructuring Inc.**

Monitor

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**Joint Plan of Compromise and Arrangement of Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC dated September 2, 2021**

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## TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	4
1.1 Definitions.....	4
1.2 Certain Rules of Interpretation .....	8
1.3 Time.....	9
1.4 Date and Time for any Action.....	9
1.5 Successors and Assigns.....	10
1.6 Governing Law.....	10
1.7 Governing Language .....	10
ARTICLE 2 EFFECT OF THE PLAN.....	10
2.1 Persons Affected.....	10
2.2 Unaffected Claims.....	10
ARTICLE 3 CLASSIFICATION, VOTING AND RELATED MATTERS.....	11
3.1 Class of Creditors .....	11
3.2 Claims Procedure .....	11
3.3 Meeting.....	11
3.4 Voting Rights and Approval of the Plan.....	11
3.5 Interest.....	11
ARTICLE 4 ESTABLISHMENT AND DISTRIBUTION OF THE DISTRIBUTION POOLS .....	11
4.1 Establishment of the Distribution Pools .....	11
4.2 Initial Distribution.....	12
4.3 Interim Distributions .....	12
4.4 Final Distribution .....	12
4.5 CAD-USD Osmosis.....	13
4.6 Distribution to Creditors having Undetermined Affected Claims .....	13
4.7 Delivery of Distributions to Creditors .....	13
4.8 Treatment of Undeliverable Distributions .....	13
4.9 Treatment of Equity Claims and Claims against the Directors and Officers .....	14
ARTICLE 5 CONDITIONS OF PLAN IMPLEMENTATION .....	14
5.1 Application for Sanction Order .....	14
5.2 Sanction Order.....	14
5.3 Conditions Precedent to Implementation of the Plan.....	15
ARTICLE 6 RELEASES .....	15
6.1 Release of Groupe Dynamite .....	15
6.2 Releases of other Persons.....	16
6.3 Injunctions.....	16
ARTICLE 7 GENERAL.....	16
7.1 Binding Effect of the Plan.....	16
7.2 Deeming Provisions .....	17

7.3	Modification of the Plan.....	17
7.4	Sections 38 and 95 to 101 BIA.....	17
7.5	Severability of Plan Provisions.....	17
7.6	Responsibilities of the Monitor .....	17
7.7	Further Assurances.....	18

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In the Plan, unless otherwise stated or unless the subject matter or context otherwise requires:

“**Affected Claims**” means all Claims, except the Unaffected Claims;

“**Affected Creditors**” means all Persons having an Affected Claim;

“**Aggregate Amount**” means, in respect of the CAD Affected Claims, the sum of the aggregate amount of the CAD Affected Claims which are Proven Claims and the aggregate amount of the CAD Affected Claims which are Undetermined Affected Claims and, in respect of the USD Affected Claims, the sum of the aggregate amount of the USD Affected Claims which are Proven Claim and the aggregate amount of the USD Affected Claims which are Undetermined Affected Claims, in all cases without taking into account any Equity Claim, any Claim against the Directors and Officers or any Employee Priority Claims, except for the purpose of Section 4.1 of the Plan for which Employee Priority Claims shall be taken into account;

“**Assessment**” means any right or claim of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction (including, but not limited to, any federal, state, or local taxation authority in the United States of America, any state of the United States of America, or any other political subdivision or other taxing unit thereof) against any of Groupe Dynamite, including, without limitation, amounts which may arise, have arisen under, or would arise under, in connection with, or as a result of any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority, without regard to whether any audit or investigation has already been conducted;

“**BIA**” means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;

“**Business Day**” means a day, other than a Saturday or a holiday as defined in paragraph 61(23) of the *Interpretation Act*, CQLR c 1-16;

“**CAD Affected Claims**” means all Affected Claims that are denominated in Canadian dollars, and all Affected Claims in a currency other than the United States dollar or the Canadian dollar, converted to Canadian dollars at the Bank of Canada daily exchange rate on the Filing Date;

“**CAD Distribution Pool**” has the meaning ascribed to it in Section 4.1 of the Plan;

“**CCAA Proceedings**” means the proceedings in respect of Groupe Dynamite before the Court commenced pursuant to the CCAA in court file number 500-11-058763-208;

“**CCAA**” means the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36;

“**Claim**” means any right of any Person against any of Groupe Dynamite, arising in or in connection with any jurisdiction including but not limited to the United States of America and Canada, in connection with any indebtedness, right to payment, or obligation of any kind of Groupe Dynamite, whether or not such right is reduced to judgment, present, future, due or accruing due to such Person and any corresponding interest accrued thereon or costs, damages or equivalents, payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including,

inter alia, any Assessment, any Rent, any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, any executory or non-executory guarantee or surety, and i) the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Filing Date; ii) any Equity Claim; iii) any claim which would constitute a claim under the CCAA as at the Filing Date; iv) any claim which would constitute a "Claim" as defined under section 101(5) of title 11 of chapter 11 of the United States Code as at the Filing Date; and v) any indebtedness or obligation of Groupe Dynamite in connection with the repayment of any tenant inducement. A Claim shall include, without limitation, a) any Unaffected Claim; b) any Claim against the Directors and Officers; and c) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;

**"Claims Bar Date"** has the meaning in the Claims Procedure Order, as modified by subsequent Orders of the Court, as the case may be;

**"Claims Procedure Order"** means the Order of the Court made on April 19, 2021 approving and implementing the Claims Procedure, as amended, as the case may be;

**"Convenience Creditors"** means all Default Convenience Creditors and Opt-in Convenience Creditor;

**"Charity Threshold Amount"** means an amount of \$25,000;

**"Court"** means the Québec Superior Court (Commercial Division) sitting in the district of Montréal as the designated court in the context of the CCAA Proceedings;

**"Creditor"** means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person. A Creditor shall not, however, include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;

**"Crown Priority Claims"** means any Claims of Her Majesty the Queen in right of Canada or in right of any province as described in Subsection 6(3) or Subsection 38(2) of the CCAA. For greater certainty, any Claim of Her Majesty the Queen in right of Canada or in right of any Province other than Crown Priority Claims shall be an Affected Claim hereunder;

**"Default Convenience Creditor"** means an Affected Creditor holding an Affected Claim, other than an Equity Claim or a Claim against the Directors and Officers, of an amount lower or equal to CAD 2,500.00, if it is a CAD Affected Claim, or to USD 1,895.25,<sup>1</sup> if it is an USD Affected Claim;

**"Directors and Officers"** means any of the present or former, *de jure* or *de facto*, directors or officers of any of Groupe Dynamite as well as any other individuals legally entitled to administer the affairs of any of Groupe Dynamite;

**"Distribution Pools"** means the CAD Distribution Pool and the USD Distribution Pool;

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<sup>1</sup> CAD 2,500.00 converted into USD at the Bank of Canada daily exchange rate on the Filing Date.

**“Employee Priority Claim”** means all unpaid amounts, if any, provided for in Section 6(5)(a) of the CCAA;

**“Equity Claim”** has the meaning ascribed to it in the definition contained in the BIA and the CCAA;

**“Excluded Claim”** means any right or claim that would otherwise be a Claim that is: (i) listed in subsection 5.1(2) of the CCAA, to the extent it is ordered by the Court to be treated as an Excluded Claim; and (ii) listed in subsection 19(2) of the CCAA to the extent such right or claim is held by any Creditors who have not voted in favour of the Plan;

**“Excluded Creditor”** means a Person having an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;

**“Filing Date”** means September 8, 2020;

**“Final Distribution Date”** means the date on which the Final Distribution occurs;

**“Final Distribution”** means the distribution made pursuant to Section 4.4 of the Plan;

**“Gift Cards Claims”** means any right or claim against Groupe Dynamite in connection with any customer deposits, pre-payments, gift cards, store credits, loyalty program and any similar programs offered by Groupe Dynamite;

**“Groupe Dynamite”** means Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC;

**“Implementation Certificate of the Monitor”** means the certificate to be appended in draft form to the Sanction Order to be filed with the Court declaring that all of the Conditions Precedent mentioned at Section 5.3 hereof have been satisfied or waived in accordance with the Sanction Order;

**“Initial Distribution”** means the distribution made pursuant to Section 4.2 of the Plan;

**“Initial Order”** means the order of the Court rendered on September 8, 2020 as amended and restated on September 17, 2020 and on May 18, 2020, as may be further amended;

**“Interim Distribution”** the distribution made pursuant to Section 4.3 of the Plan;

**“Meeting Order”** means an order of the Court directing the calling and holding of the Meeting;

**“Meeting”** means a meeting or meetings of the Creditors to consider and vote on the Plan held pursuant to the Meeting Order and includes any meeting or meetings resulting from the adjournment thereof requested or agreed upon by Groupe Dynamite;

**“Monitor”** means Deloitte Restructuring Inc., acting in its capacity as monitor of Groupe Dynamite pursuant to the Initial Order and not in any other capacity;

**“Opt-in Convenience Creditor”** means an Affected Creditor holding an Affected Claim, other than an Equity Claim or a Claim against the Directors and Officers, of an amount higher than CAD 2,500.00 if it is a CAD Affected Claim, or than USD 1,895.25 if it is an USD Affected Claim, which has elected, prior to the beginning of the Meeting, to (a) receive CAD 2,500.00 in full and final satisfaction of its CAD Affected Claim or USD 1,895.25 in full and final satisfaction of its USD Affected Claim, as the case may be; and (b) vote its Voting Claim in favour of the Plan;

**“Order”** means any final order of the Court in the CCAA Proceedings, the implementation, operation or effect of which shall not have been stayed, varied, vacated or subject to pending appeal and as to which any appeal periods relating thereto shall have expired;

**“Person”** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity;

**“Plan Contribution Amount”** means an amount of CAD 8,000,000;

**“Plan Implementation Date”** means the date of the Implementation Certificate of the Monitor;

**“Plan”** means this Joint Plan of Compromise and Arrangement filed by Groupe Dynamite under and pursuant to the CCAA, as such Plan may be amended, varied or supplemented from time to time in accordance with the terms hereof and of the Meeting Order;

**“Post-Filing Claim”** means (i) any right or claim of any Person against any of Groupe Dynamite in connection with any non-payment by any of Groupe Dynamite to such Person for goods or services supplied to Groupe Dynamite on or after the Filing Date;

**“Proof of Claim”** means a proof of claim filed with the Monitor prior to the Claims Bar Date in accordance with the Claims Procedure Order, as amended with the consent of Groupe Dynamite and the Monitor, as the case may be;

**“Pro-Rata Share”** means, in respect of the CAD Affected Claims, the proportionate share of an Affected Creditor having a CAD Affected Claim to the Aggregate Amount of the CAD Affected Claims, and, in respect of the USD Affected Claims, the proportionate share of an Affected Creditor having an USD Affected Claim to the Aggregate Amount of the USD Affected Claims;

**“Proven Claim”** means a Claim finally determined for voting and distribution purposes in accordance with the provisions of the Claims Procedure Order, this Plan and any subsequent Order of the Court, as the case may be, and a **“Proven Claim”** means any one of them;

**“Rent”** means all recurring and non-recurring charges payable by tenant under any real property or immovable lease, including minimum or basic rent, operating costs, common area maintenance charges, utilities, realty taxes, marketing or promotion fund contributions and any other amounts payable to the landlord under its lease;

**“Required Majority”** has the meaning ascribed to it in Section 3.4 of the Plan;

**“Restructuring Claim”** means any right of any Person against any of Groupe Dynamite in connection with any indebtedness or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Filing Date, including any right of any Person who receives a notice of disclaimer, repudiation or termination from any of Groupe Dynamite; provided however, that a Restructuring Claim does not include an Excluded Claim;

**“Sanction Hearing”** means the hearing of the application at which Groupe Dynamite will seek approval of the Sanction Order;

**“Sanction Order”** means an Order made by the Court under the CCAA, among other things, to sanction, authorize and approve the Plan;

**“Secured Lenders’ Claims”** means all secured Claims of National Bank of Canada, Bank of Montreal, The Toronto-Dominion Bank and Fédération des caisses Desjardins du Québec against Groupe Dynamite;

**“Tax Statutes”** means section 159 of the Income Tax Act (Canada), section 270 of the Excise Tax Act (Canada), section 14 of the Tax Administration Act (Québec), or any other similar, federal, provincial or territorial tax legislation or tax legislation in any foreign jurisdiction (including any federal, state, or local taxation authority in the United States of America, any state of the United States of America, or any other political subdivision or other taxing unit thereof);

**“Tax”** means all taxes in Canada, in the United States of America or in any other foreign jurisdiction, including all income, sales, use, goods and services, harmonized sales, value added, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer, health, excise, franchise, real property, and personal property taxes and other taxes, customs, duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, penalties, fines, fees, other charges and additions with respect thereto;

**“Unaffected Claim”** has the meaning ascribed to it in Section 2.2 of the Plan;

**“Unaffected Creditor”** means a Person with an Unaffected Claim;

**“Undetermined Affected Claim”** means an Affected Claim, which at the relevant time, in whole or in part: (a) has not been finally determined for distribution purposes in accordance with the Claims Procedure Order or (b) is validly disputed and/or remains subject to review in accordance with the Claims Procedure Order;

**“US Bankruptcy Code”** means Title 11 of the United States Code (U.S.C.);

**“US Bankruptcy Court”** means the United States Bankruptcy Court for the District of Delaware;

**“US Bankruptcy Proceedings”** means the proceedings commenced by Groupe Dynamite Inc., as foreign representative for Groupe Dynamite, pursuant to Chapter 15 of the US Bankruptcy Code before the US Bankruptcy Court;

**“USD Affected Claims”** means all Affected Claims denominated in United States dollars;

**“USD Distribution Pool”** has the meaning ascribed to it in Section 3.1;

**“Voting Claim”** means, in respect of an Affected Creditor, the amount of such Affected Creditor's Affected Claim which has been accepted for voting purposes in accordance with the provisions of the Plan, the Claims Procedure Order, the Meeting Order and the CCAA; provided however that an Equity Claim and Claim against the Directors and Officers shall not constitute a Voting Claim;

**“Voting Creditors”** means the Creditors having Voting Claims, including for greater certainty the Convenience Creditors;

## **1.2 Certain Rules of Interpretation**

For the purposes of the Plan:

- (a) any reference in the Plan to an Order or an existing document or exhibit filed or to be filed means such Order, document or exhibit as it may have been or may be amended, modified, or supplemented;
- (b) unless otherwise specified, all references to currency and to "\$" are to Canadian dollars;
- (c) the division of the Plan into "Articles" and "Sections" and the insertion of a Table of Contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of "Articles" and "Sections" or otherwise intended as complete or accurate descriptions of the content thereof;
- (d) references in the Plan to "Articles", "Sections", "Subsections" and "Schedules" are references to Articles, Sections, Subsections and Schedules of or to the Plan;
- (e) the use of words in the singular or plural, or with a particular gender, including a definition, shall not limit the scope or exclude the application of any provision of the Plan or a Schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;
- (f) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (g) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (h) the terms "the Plan", "hereof", "herein", "hereto", "hereunder" and similar expressions shall be deemed to refer generally to the Plan and not to any particular "article", "section" or other portion of the Plan and include any documents supplemental hereto; and
- (i) the word "or" is not exclusive.

### **1.3 Time**

For purposes of the Plan, unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean prevailing local time in Montréal, Québec, Canada, unless otherwise stipulated.

### **1.4 Date and Time for any Action**

For purposes of the Plan:

- (a) In the event that any date on which any action is required to be taken under the Plan by any Person is not a Business Day, that action shall be required to be taken on the next succeeding day which is a Business Day, and any reference to an

event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day; and

- (b) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day.

### **1.5 Successors and Assigns**

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, liquidators, receivers and trustees in bankruptcy, successors and assigns of any Person or party named or referred to in the Plan.

### **1.6 Governing Law**

The Plan shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

### **1.7 Governing Language**

In the event of any conflict, inconsistency, ambiguity or difference between the English version of the Plan and any translations thereof, the English version shall govern and be paramount, and the applicable provision in the translation thereof shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

## **ARTICLE 2 EFFECT OF THE PLAN**

### **2.1 Persons Affected**

The Plan provides for a compromise of all Affected Claims, including, for greater certainty, the Affected Claims evidenced by Proofs of Claim filed pursuant to the Claims Procedure Order. This Plan will become effective on, and be binding on and after, the Plan Implementation Date on all Persons named or referred to in, or subject to, this Plan and their respective heirs, executors, administrators, legal representatives, successors and assigns in accordance with its terms. For greater certainty, the Plan does not affect the Unaffected Creditors with respect to and to the extent of their Unaffected Claims.

### **2.2 Unaffected Claims**

Notwithstanding anything to the contrary herein, this Plan does not release, discharge, cancel, bar or otherwise affect the following Claims, which shall be designated as "**Unaffected Claims**":

- (a) all Claims secured by the Administration Charge (as defined in the Initial Order) and the Interim Lender Charge (as defined in the Initial Order);
- (b) the Crown Priority Claims;
- (c) the Gift Cards Claims;

- (d) the Post-Filing Claims; and
- (e) the Secured Lenders' Claims.

### **ARTICLE 3 CLASSIFICATION, VOTING AND RELATED MATTERS**

#### **3.1 Class of Creditors**

The Persons having Affected Claims shall constitute a single class for the purposes of considering and voting on this Plan.

#### **3.2 Claims Procedure**

The procedure for determining the validity and quantum of the Affected Claims for voting and distribution purposes under this Plan shall be governed by the Claims Procedure Order, the Meeting Order, the CCAA and this Plan. Without limitation, any Person having a Claim that is not a Proven Claim is bound by the Claims Procedure Order, the Meeting Order and this Plan.

The Monitor, in consultation with Groupe Dynamite, shall have finally determined the Claims before the Final Distribution Date.

#### **3.3 Meeting**

The Meeting shall be convened on the meeting date, as set out in the Meeting Order, and held in accordance with the CCAA, the Meeting Order and the Plan.

#### **3.4 Voting Rights and Approval of the Plan**

Each Voting Creditor shall be entitled to one vote, which vote shall have a value equal to the dollar value of its Voting Claim.

Each Convenience Creditor shall be conclusively deemed to vote in favour of the Plan for the full amount of their Affected Claim.

In order to be approved, the Plan must receive an affirmative vote of a majority in number of the Voting Creditors representing at least two-thirds in value of the Voting Claims of such Voting Creditors who actually vote on the Resolution (in person or by proxy) at the Creditors' Meeting or who were deemed to vote in accordance with the Plan and the Meeting Order (the "**Required Majority**").

#### **3.5 Interest**

Interest shall not accrue or be paid on any Claim from and after the Filing Date.

### **ARTICLE 4 ESTABLISHMENT AND DISTRIBUTION OF THE DISTRIBUTION POOLS**

#### **4.1 Establishment of the Distribution Pools**

Within 5 Business Days of the issuance of the Sanction Order, Groupe Dynamite shall remit the Plan Contribution Amount to the Monitor, which shall be allocated between the "**CAD Distribution Pool**" and the "**USD Distribution Pool**" as follows:

- a) The amount of the CAD Distribution Pool shall equal the Plan Contribution Amount multiplied by the Aggregate Amount of the CAD Affected Claims divided by the sum of the Aggregate Amount of the CAD Affected Claims and the Aggregate Amount of the USD Affected Claims converted into Canadian dollars as of the current date.
- b) The amount of the USD Distribution Pool shall equal the Plan Contribution Amount multiplied by the Aggregate Amount of the USD Affected Claims converted into Canadian dollars as of the current date divided by the sum of the Aggregate Amount of the CAD Affected Claims and the Aggregate Amount of the USD Affected Claims converted into Canadian dollars as of the current date, which total shall be converted into United States dollars as of the current date.

#### **4.2 Initial Distribution**

Within 30 days of the issuance of the Sanction Order, the Monitor, on behalf of Groupe Dynamite, shall distribute, subject to Section 4.6, the CAD Distribution Pool to the CAD Affected Creditors and the USD Distribution Pool to the USD Affected Creditors to pay:

- a) first, the Employee Priority Claims;
- b) second, to each Default Convenience Creditor, the amount of its Affected Claim, and, to each Opt-in Convenience Creditor, CAD 2,500.00 in full and final satisfaction of its CAD Affected Claim or USD 1,895.25 in full and final satisfaction of its USD Affected Claim, as the case may be; and
- c) third, the Pro-Rata Share to each Affected Creditor to pay its Affected Claim.

#### **4.3 Interim Distributions**

From time to time after the Initial Distribution, the Monitor, on behalf of Groupe Dynamite, may distribute, subject to Section 4.6, the CAD Distribution Pool and the USD Distribution Pool to, respectively, each of the CAD Affected Creditors and the USD Affected Creditors to pay its Pro-Rata Share, less any amount already received.

#### **4.4 Final Distribution**

Within 30 days of the date on which there are no longer any Undetermined Affected Claims, the Monitor, on behalf of Groupe Dynamite, shall distribute the CAD Distribution Pool and the USD Distribution Pool:

- a) if the sum of the amount of the CAD Distribution Pool and the amount of the USD Distribution Pool converted into Canadian dollars as of the date on which there are no longer any Undetermined Affected Claims is more than, or equal to, the Charity Threshold Amount, to, respectively, each of the CAD Affected Creditors and the USD Affected Creditors to pay its Pro-Rate Share, less any amount already received; and
- b) if the sum of the amount of the CAD Distribution Pool and the amount of the USD Distribution Pool converted into Canadian dollars as of the date on which there are no longer any Undetermined Affected Claims is less than Charity Threshold Amount, to Centraide of Greater Montréal.

#### **4.5 CAD-USD Osmosis**

Immediately prior to the Final Distribution or to any Interim Distribution, if any, the Monitor, on behalf of Groupe Dynamite, shall convert and transfer from the CAD Distribution Pool to the USD Distribution Pool, or vice-versa, an amount such that the CAD Affected Creditors and the USD Affected Creditors entitled to such distribution receive by such distribution an equal proportion of their remaining Affected Claims.

#### **4.6 Distribution to Creditors having Undetermined Affected Claims**

Notwithstanding anything else to the contrary, at the time any distribution is made from the Distribution Pools, the Monitor shall keep and set aside from the Distribution Pools any distribution in respect of an Undetermined Affected Claim.

If and when such Undetermined Affected Claim becomes a Proven Claim, the Creditor shall receive the portion of the amount kept and set aside by the Monitor which corresponds to the ratio between the quantum of the Proven Claim and the amount as asserted in the Proof of Claim, up to a maximum ratio of 1:1, and the Monitor shall remit the balance, if any, to the corresponding Distribution Pool.

If and when it is finally determined that an Undetermined Affected Claim is not a Proven Claim, the Monitor shall remit the amount kept and set aside for such Undetermined Affected Claim to the corresponding Distribution Pool.

#### **4.7 Delivery of Distributions to Creditors**

Distributions to Creditors from the Distribution Pools shall be made by cheque delivered to the address set forth in the Proof of Claim filed by the Creditor in accordance with the Claims Procedure Order or by electronic transfer (wire transfer).

Any distribution cheques that have not been negotiated within six months of issuance shall be cancelled by the Monitor, and any right or entitlement to such distribution shall be treated as an unclaimed distribution pursuant to Section 4.8 of this Plan.

#### **4.8 Treatment of Undeliverable Distributions**

If a Person entitled to a distribution pursuant to this Plan cannot be located on the date of any distribution, or otherwise fails to claim its distribution hereunder, then such monies shall be held by the Monitor on behalf of such Person for the next 30 days. If such Person is located within 30 days of the date of the distribution, such monies shall be distributed to such Person.

If such Person cannot be located within 30 days of the date of the distribution, the Monitor shall remit any such monies to the Distribution Pools, unless the distribution is the Final Distribution, in which case any such monies:

- (a) if they amount in the aggregate (converting for such calculation any such monies in United States dollar into Canadian dollars as of the date of the distribution) to more than the Charity Threshold Amount, shall be distributed to other Affected Creditors having Affected Claims based on their Pro-Rata Share calculated excluding the Affected Claims of the Persons that failed to claim their distribution hereunder; or

- (b) if they amount in the aggregate (converting for such calculation any such monies in United States dollar into Canadian dollars as of the date of the distribution) to or less than the Charity Threshold Amount, as the case may be, or less, shall be paid to Centraide of Greater Montréal.

In such event, the Persons shall be deemed to have released their Claims to and any interest in such monies and the Persons' Proven Claim shall be discharged and forever barred. Nothing contained in this Plan shall require the Monitor to attempt to locate such Persons.

#### **4.9 Treatment of Equity Claims and Claims against the Directors and Officers**

Notwithstanding Sections 4.2 to 4.4 and 4.8, Persons having Equity Claims shall not be entitled to any distribution in respect of their Equity Claims, and Persons having Claims against the Directors and Officers shall not be entitled to any distribution in respect of their Claims against the Directors and Officers.

### **ARTICLE 5 CONDITIONS OF PLAN IMPLEMENTATION**

#### **5.1 Application for Sanction Order**

If the Plan has been approved by the Creditors, an application shall be brought by Groupe Dynamite seeking the Sanction Order. The Sanction Hearing will be scheduled to be heard by the Court in accordance with the Meeting Order or as soon as reasonably practicable after the Meeting.

#### **5.2 Sanction Order**

The Sanction Order shall, among other things:

- (a) confirm that the Meeting was duly called and held in accordance with the Meeting Order;
- (b) declare that (i) the Plan has been approved by the Required Majority in conformity with the CCAA, (ii) Groupe Dynamite has complied with the provisions of the CCAA and the Orders of the Court made in the CCAA Proceedings in all respects, (iii) the Court is satisfied that Groupe Dynamite has not done or purported to do anything that is not authorized by the CCAA, and (iv) the Plan is fair and reasonable;
- (c) declare that the Plan and all associated steps, compromises, transactions, arrangements, and releases effected thereby are approved, binding and effective upon Groupe Dynamite, the Directors and Officers, the Creditors, and all other Persons affected by the Plan;
- (d) authorize the Monitor to perform its duties and functions and fulfil its obligations under the Plan;
- (e) authorize and direct the Monitor, in consultation with Groupe Dynamite, to administer and finally determine the Undetermined Affected Claims;
- (f) declare that any Claim against Groupe Dynamite for which a Proof of Claim has not been filed by the Claims Bar Date in accordance with the Claims Procedure

Order shall be forever barred and extinguished, unless otherwise provided by any Order of the Court;

- (g) declare that the Monitor shall not incur any liability, under the Tax Statutes or otherwise, in respect of its making any payments, ordered or permitted under the Sanction Order and is thereby forever released, remised and discharged from any claims against it under the Tax Statutes or otherwise, arising in respect of payments made under the Plan and the Sanction Order and any claims of such nature are thereby forever barred;
- (h) declare that in no circumstances will the Monitor have any liability for Groupe Dynamite's Tax liabilities regardless of how or when such liability may have arisen; and
- (i) declare that Groupe Dynamite or the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from, in connection with or under the Plan, including regarding the distribution mechanics thereunder and under the Plan.

### **5.3 Conditions Precedent to Implementation of the Plan**

The implementation of the Plan shall occur, and be conditional upon, the fulfilment of the following conditions precedent:

- (a) the Plan shall have been approved by the Required Majority;
- (b) the Sanction Order shall have been granted by the Court in form satisfactory to Groupe Dynamite;
- (c) a final order recognizing and enforcing the Sanction Order in the US Bankruptcy Proceedings shall have been granted by the US Bankruptcy Court; and
- (d) Groupe Dynamite shall have remitted the Plan Contribution Amount to the Monitor.

## **ARTICLE 6 RELEASES**

### **6.1 Release of Groupe Dynamite**

On the Plan Implementation Date, each of Groupe Dynamite shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Affected Creditor, Unaffected Creditor, or any other Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Filing Date, that constitute or are in any way relating to, arising out of or in connection with any Claims, the business and affairs of Groupe Dynamite, the Plan and the CCAA Proceedings, or any Claim that has been barred or extinguished by the Claims Procedure Order, and all claims arising under such actions or omissions shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred, all to the fullest

extent permitted by applicable law, provided that nothing herein shall release or discharge each of Groupe Dynamite from and in respect of any Unaffected Claim or Excluded Claim.

## **6.2 Releases of other Persons**

On the Plan Implementation Date, (i) the Directors and Officers of Groupe Dynamite, (ii) Groupe Dynamite's legal counsel, financial advisors, consultants and agents, (iii) the Monitor, the Monitor's legal counsel, and (iv) each and every present and former shareholder, affiliate, subsidiary, director, officer, partner, employee, consultant and agent of any of the foregoing Persons and of Groupe Dynamite shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Affected Creditor, Unaffected Creditor, or any other Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan, that constitute or are in any way relating to, arising out of or in connection with any Claims, the business and affairs of Groupe Dynamite, the Plan and the CCAA Proceedings, or any Claim that has been barred or extinguished by the Claims Procedure Order, and all claims arising under such actions or omissions shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred (other than the right to enforce the Monitor's obligations under the Plan), all to the fullest extent permitted by applicable law, provided that nothing herein shall release or discharge any director with respect to matters set out in Section 5.1(2) of the CCAA.

## **6.3 Injunctions**

The Sanction Order will enjoin the prosecution by or on behalf of any Person, whether directly, derivatively or otherwise, of any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged or terminated pursuant to the Plan.

## **ARTICLE 7 GENERAL**

### **7.1 Binding Effect of the Plan**

On the Plan Implementation Date:

- (a) the Plan will become effective;
- (b) the treatment of Claims under the Plan shall be final and binding for all purposes and insure to the benefit of Groupe Dynamite, all Creditors and all other Persons named or referred to in, or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) each Person named or referred to in, or subject to the Plan will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety; and
- (d) each Person named or referred to in, or subject to the Plan, shall be deemed to have executed and delivered to the Monitor all consents, releases, directions,

assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

## **7.2 Deeming Provisions**

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

## **7.3 Modification of the Plan**

The Plan may be modified in accordance with the Meeting Order.

## **7.4 Sections 38 and 95 to 101 BIA**

Notwithstanding Section 36.1 of the CCAA, Sections 38 and 95 to 101 of the BIA and any other federal and provincial law or legislation in any foreign jurisdiction (including any State of the United States of America) relating to preferences, fraudulent conveyances, transfers at undervalue or Paulian action shall not apply to the Plan or to any payments or distributions made in connection with transactions entered into by or on behalf of Groupe Dynamite, whether before or after the Filing Date, including to any and all of the payments, distributions and transactions contemplated by and to be implemented pursuant to the Plan.

## **7.5 Severability of Plan Provisions**

If, prior to the date that the Sanction Order is made by the Court, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of Groupe Dynamite, shall have the power to either (a) sever such term or provision from the balance of the Plan and provide the option to proceed with the implementation of the balance of the Plan as of and with effect from the Plan Implementation Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Monitor proceeds with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

## **7.6 Responsibilities of the Monitor**

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings with respect to Groupe Dynamite and not in its personal or corporate capacity for all acts, or decisions to not act in the implementation of the Plan, whether same occurs before or after the Plan Implementation Date. The Monitor will not be responsible or liable for any obligations of Groupe Dynamite, including with respect to the making of distributions or the receipt of any distribution by a Creditor pursuant to the Plan. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Claims Procedure Order, the Meeting Order and any other Order made in the CCAA Proceedings.

The Monitor shall not incur any liability whatsoever, including in respect of (a) any amount paid, required to be paid or not paid pursuant to this Plan, or (b) any costs or expenses incurred in connection with, in relation to or as a result of any payment made, required to be made or not made.

**7.7 Further Assurances**

Each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of this Plan that deems any transaction or event to occur without further formality.

**Groupe Dynamite Inc., GRG USA Holdings  
Inc. and GRG USA LLC**

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per:  
title:

**SUPERIOR COURT  
(COMMERCIAL DIVISION)**

Canada  
Province of Québec  
District of Montréal  
No: 500-11-058763-208  
Date: September 10, 2021

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Presiding: The Honourable Brian Riordan, J.S.C.

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**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

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**MEETING ORDER**

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**HAVING READ** the *Application for a Meeting Order, an Order for a Sixth Extension and Additional Relief* (the "**Application**") of Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC (collectively, "**Groupe Dynamite**"), and the exhibits and the affidavit filed in support thereof;

**GIVEN** the submissions of counsel;

**GIVEN** the provisions of the CCAA;

**THE COURT:**

[1] **GRANTS** the Application.

**Service**

[2] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.

[3] **PERMITS** service of the present Order (this "**Order**") at any time and place and

by any means whatsoever.

## Definitions

- [4] **DECLARES** that the terms defined in the *Claims Procedure Order* rendered on April 19, 2021 (the “**Claims Procedure Order**”) apply and the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:
- (a) “**Affected Claim**” means all Claims, except the Unaffected Claims as such term is defined in the Plan;
  - (b) “**Affected Creditor**” means all Persons having an Affected Claim;
  - (c) “**CAD Affected Claims**” means all Affected Claims that are denominated in Canadian dollars, and all Affected Claims in a currency other than the United States dollar or the Canadian dollar, converted to Canadian dollars at the Bank of Canada daily exchange rate on the Filing Date;
  - (d) “**Chair**” shall have the meaning ascribed to such term in paragraph [21] of this Order;
  - (e) “**Convenience Election Form**” means a form substantially in the form attached as Schedule A hereto;
  - (f) “**Convenience Creditors**” means all Default Convenience Creditors and Opt-in Convenience Creditor;
  - (g) “**Default Convenience Creditor**” means an Affected Creditor holding an Affected Claim, other than an Equity Claim or a Claim against the Directors and Officers, of an amount lower or equal to CAD 2,500.00, if it is a CAD Affected Claim, or to USD 1,895.25, if it is an USD Affected Claim;
  - (h) “**Creditor Letter**” means the letter from Groupe Dynamite to the Affected Creditors substantially in the form attached as Schedule B hereto;
  - (i) “**Filing Date**” means September 8, 2020;
  - (j) “**Meeting Materials**” shall have the meaning ascribed to such term in paragraph [25] of this Order;
  - (k) “**Notice to Creditors of the Creditors’ Meeting and of the Sanction Hearing**” means the notice which shall be given to the Affected Creditors of the Creditors’ Meeting to be held for the approval of the Plan, and of the Sanction Hearing in respect of the Plan, substantially in the form attached as Schedule C hereto;

- (l) **“Opt-in Convenience Creditor”** means an Affected Creditor holding an Affected Claim, other than an Equity Claim or a Claim against the Directors and Officers, of an amount higher than CAD 2,500.00 if it is a CAD Affected Claim, or than USD 1,895.25 if it is an USD Affected Claim, which has elected, by completing the Convenience Election Form and sending it by e-mail, or only if it cannot be sent by e-mail, delivered to the Monitor in each case so that it is received by no later than the beginning of the Meeting, to (a) vote its Voting Claim in favour of the Plan; and (b) receive CAD 2,500.00 in full and final satisfaction of its CAD Affected Claim or USD 1,895.25 in full and final satisfaction of its USD Affected Claim, as the case may be;
- (m) **“Plan”** means the Joint Plan of Compromise and Arrangement of Groupe Dynamite dated September 2, 2021 appended as Schedule D hereto filed pursuant to the CCAA, as such plan may be amended, supplemented or restated from time to time by Groupe Dynamite;
- (n) **“Proxy”** means a proxy and instructions to Affected Creditors explaining how to complete same, substantially in the form attached as Schedule E hereto;
- (o) **“Registration Form”** means a form required to be completed by Affected Creditors in order to attend the Creditors’ Meeting, substantially in the form attached as Schedule F hereto;
- (p) **“Required Majority”** means an affirmative vote of a majority in number of the Voting Creditors representing at least two-thirds in value of the Voting Claims of such Voting Creditors who actually vote on the Resolution (in person or by proxy) at the Creditors’ Meeting or who were deemed to vote in accordance with the Plan and this Order;
- (q) **“Resolution”** means the resolution of Affected Creditors approving the Plan, substantially in the form attached as Schedule G hereto;
- (r) **“Sanction Hearing”** shall have the meaning ascribed to such term in paragraph [33];
- (s) **“Sanction Order”** means the Order to be granted by the Court as contemplated under the Plan which, *inter alia*, approves and sanctions the Plan and the transactions and releases contemplated thereunder;
- (t) **“USD Affected Claims”** means all Affected Claims denominated in United States dollars;
- (u) **“Voting Claim”** means, in respect of an Affected Creditor, the amount of such Affected Creditor’s Affected Claim which has been accepted for voting

purposes in accordance with the provisions of the Claims Procedure Order, this Order and the CCAA; and

- (v) “**Voting Creditors**” means the Creditors having Voting Claims, including for greater certainty the Convenience Creditors.

### **Substantial consolidation**

- [5] **ORDERS** that Groupe Dynamite shall be substantively consolidated into one estate for the sole purpose of voting and distribution under the Plan.

### **Plan filing and amendment**

- [6] **ORDERS** that the Plan is hereby accepted for filing and that Groupe Dynamite is authorized to seek approval of the Plan from the Voting Creditors in the manner set forth herein.
- [7] **ORDERS** that only Groupe Dynamite, in consultation with the Monitor, is authorized, at any time and from time to time, to make any amendment, restatement, modification, deletion or supplement to, the Plan at or before the Creditors’ Meeting, in which case any such amendment, restatement, modification or supplement, shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan.
- [8] **ORDERS** Groupe Dynamite to file with the Court and the Monitor to publish on its website any amendment, restatement, modification, deletion or supplement to, the Plan referenced in the immediately preceding paragraph as soon as practicable.
- [9] **ORDERS** that Groupe Dynamite shall give notice to the Affected Creditors of the details of any amendment, restatement, modification, deletion or supplement at the Creditors’ Meeting prior to the vote being taken to approve the Plan.
- [10] **ORDERS** that after the Creditors’ Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), Groupe Dynamite is authorized, with the consent of the Monitor, at any time and from time to time to vary, amend, restate, modify or supplement the Plan, without the need for obtaining an Order of the Court, providing notice to the Affected Creditors or obtaining any approval from the Affected Creditors, if the Monitor determines that such variation, amendment, restatement, modification or supplement would not be materially prejudicial to the interests of the Affected Creditors under the Plan or the Sanction Order and is necessary in order to give effect to the substance of the Plan or the Sanction Order.

### Form of documents

[11] **ORDERS** that the forms of: (i) the Notice to Creditors of the Creditors' Meeting and of the Sanction Hearing, (ii) the Proxy, (iii) the Registration Form, (iv) the Resolution; and (v) the Convenience Election Form are each approved, and the Monitor, in consultation with Groupe Dynamite, is authorized to make such minor changes to such forms of documents as it consider necessary or desirable, notably to conform the content thereof to the terms of the Plan, the Claims Procedure Order, this Order or any further Orders of the Court.

### Creditors' Meeting

[12] **DECLARES** that the Monitor is hereby authorized to call, hold and conduct the Creditors' Meeting on September 30, 2021, in Montréal, Québec for the purpose of voting upon the Resolution to approve the Plan, unless Groupe Dynamite requests to adjourn the Creditors' Meeting to a later date or consents to a resolution carried by the majority of votes of the Voting Creditors who actually vote (one vote for each dollar of every Voting Claim).

[13] **ORDERS** that where an Affected Creditor appeals from a Notice of Revision or Disallowance, its Claim has not been finally determined for distribution purposes in accordance with the Claims Procedure Order or is validly disputed and/or remains subject to review in accordance with the Claims Procedure Order prior to the date of any Creditors' Meeting, the Monitor, in conjunction with Groupe Dynamite, may determine the amount of the Voting Claim.

[14] **DECLARES** that the only Persons entitled to attend and speak at the Creditors' Meeting are Voting Creditors, their legal representatives and their proxy holders, representatives of Groupe Dynamite, representatives of Deloitte Restructuring Inc., in its capacity as Monitor and Chair (as defined below), and its legal and financial advisors. Any other Person may be admitted to the Creditors' Meeting on invitation of the Chair and with the consent of Groupe Dynamite.

[15] **ORDERS** that any Affected Creditor may submit a proxy in respect of the Creditors' Meeting (or any adjournment thereof) in substantially the form attached hereto as Schedule E or in such other form acceptable to the Monitor or the Chair, by remitting such proxy to the Monitor before the beginning of the Creditors' Meeting. In the absence of instruction to vote for or against the approval of the Resolution in a duly signed and returned Proxy that appoints a representative of the Monitor as proxy holder, the Proxy shall be deemed to include instructions to vote for the approval of the Resolution.

[16] **DECLARES** that any proxy submitted to the Monitor by an Affected Creditor prior to the date of this Order in connection with a plan of compromise or arrangement to be filed by Groupe Dynamite shall be considered a valid proxy for the purpose of this Order, the Creditors' Meeting and the Plan, provided it is

in a form acceptable to the Monitor.

- [17] **DECLARES** that the quorum required at the Creditors' Meeting shall be the attendance at such meeting in person or by proxy of one (1) Affected Creditor with a Voting Claim. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.
- [18] **DECLARES** that the only Persons entitled to vote at the Creditors' Meeting shall be Voting Creditors with Voting Claims and their proxy holders. Each Affected Creditor with a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Voting Claim as determined in accordance with this Order. For voting purposes, each USD Affected Claim that is a Voting Claim shall be converted into CAD at the Bank of Canada daily exchange rate on the Filing Date. Voting Claims shall not include fractional numbers and shall be rounded down to the nearest whole Canadian dollar amount.
- [19] **DECLARES** that each Convenience Creditor shall be conclusively deemed to vote in favour of the Resolution for the full amount of their Affected Claim.
- [20] **ORDERS** that the results of any and all votes conducted at the Creditors' Meeting shall be binding on all Affected Creditors, whether or not any such Affected Creditor is present or voting at the Creditors' Meeting.
- [21] **ORDERS** that the Monitor shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to this Order or any further order of this Court, shall decide all matters relating to the conduct of the Creditors' Meeting. Groupe Dynamite and any Affected Creditor may appeal from any decision of the Chair to the Court, within three Business Days of any such decision.
- [22] **DECLARES** that, at the Creditors' Meeting, the Chair is authorized to direct a vote on the Resolution to approve the Plan and any amendments thereto made in accordance with paragraph [7] of this Order.
- [23] **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting.
- [24] **ORDERS** that the Monitor shall be directed to calculate the votes cast at the Creditors' Meeting called to consider the Plan in accordance with this Order and shall report to the Court at the Sanction Hearing as to the effect, if any, that the Monitor's determination of Voting Claims pursuant to paragraph [13] of this Order had on the outcome of the votes cast at the Creditors' Meeting.

### **Notice of Creditors' Meeting**

[25] **ORDERS** that the Monitor, as soon as reasonably practicable after the granting of this Order and, in any event, no later than on September 15, 2021, shall publish on its website at [www.insolvencies.deloitte.ca/gdi](http://www.insolvencies.deloitte.ca/gdi) and send, by regular mail, courier or e-mail a copy of the following materials in English and in French, other than this Order and the Plan which may be in English only (collectively, the "**Meeting Materials**"), to each Affected Creditor as of the date of this Order at the address for such Affected Creditor set out in such Affected Creditor's Proof of Claim or to such other address that has been provided to the Monitor by such Affected Creditor:

- (a) a copy of this Order;
- (b) the Convenience Election Form;
- (c) the Creditor Letter;
- (d) the Notice to Creditors of the Creditors' Meeting and of the Sanction Hearing;
- (e) the Plan;
- (f) the Proxy;
- (g) the Registration Form; and
- (h) the Resolution.

[26] **ORDERS** that publication and delivery of the Meeting Materials in accordance with paragraph [25] hereof, shall constitute good and sufficient service of the Meeting Materials on all Persons who may (a) be entitled to receive notice thereof, of the Sanction Hearing, or of these proceedings, or (b) wish to be present in person or by proxy at the Creditors' Meeting, or (c) wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings.

[27] **ORDERS** that the non-receipt of a copy of the Meeting Materials beyond the reasonable control of the Monitor shall not constitute a breach of this Order and such non-receipt shall not invalidate any resolution passed or proceedings taken at the Creditors. Meeting.

### **Notice of Transfers**

[28] **ORDERS** that, for purposes of voting at the Creditors' Meeting, if an Affected Creditor who has a Voting Claim transfers or assigns all of its Voting Claim and

the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Voting Claim and a written request to the Monitor, not later than 5 Business Days prior to the Creditors' Meeting, or such later time that the Monitor and Groupe Dynamite may agree to, that such transferee's or assignee's name be included on the list of Affected Creditors entitled to vote, either in person or by proxy, the transferor's or assignor's Voting Claim at the Creditors' Meeting in lieu of the transferor or assignor.

[29] **ORDERS** that, for purposes of distributions to be effected pursuant to the Plan, if an Affected Creditor transfers or assigns the whole of its Claim to another Person, neither Groupe Dynamite, nor the Monitor shall be obligated to deal with the transferee or assignee of such Claim as the Affected Creditor in respect thereof unless and until notice of the transfer or assignment from either the transferor, assignor, transferee or assignee, together with evidence showing that such transfer or assignment was valid at law, has been received by the Monitor at least ten Business Days prior to any distribution under the Plan.

[30] **ORDERS** that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and Groupe Dynamite shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order.

### **Notices and Communications**

[31] **ORDERS** that any notice, service or other communication to be given under this Order by any Creditor to the Monitor or Groupe Dynamite shall be in writing in substantially the form provided for in this Order, where applicable, and will be sufficiently given only if given by mail addressed to:

**Monitor:** **Deloitte Restructuring Inc.**

To the attention of:  
Mr. Pierre Laporte

Mr. Jean-François Nadon  
Mr. Jacob Dubé-Dupuis

Email:  
pilaporte@deloitte.ca  
jnadon@deloitte.ca  
jdubedupuis@deloitte.ca

**With a Copy to: Norton Rose Fulbright LLP**

To the attention of:  
M<sup>tre</sup> Luc Morin  
M<sup>tre</sup> Noah Zucker

Email:  
luc.morin@nortonrosefulbright.com  
noah.zucker@nortonrosefulbright.com

**Debtors: McCarthy Tétrault LLP**

To the attention of:  
M<sup>tre</sup> Alain N. Tardif  
M<sup>tre</sup> Gabriel Faure  
M<sup>tre</sup> Frédérique Drainville

Email:  
atardif@mccarthy.ca  
gfaure@mccarthy.ca  
fdrainville@mccarthy.ca  
notification@mccarthy.ca

[32] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by email, ordinary mail, registered mail or courier. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier or email. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.

**Sanction Hearing**

[33] **ORDERS** that in the event the Plan has been approved by the Required Majority of the Affected Creditors, Groupe Dynamite may seek the sanction of the Plan before this Court on **[October 7]**, 2021, or such later date as Groupe Dynamite

may advise the Service List in these proceedings, provided that such later date shall be acceptable to the Monitor (the “**Sanction Hearing**”).

- [34] **ORDERS** that any person wishing to oppose the sanction of the Plan must serve upon the parties on the Service List as posted on the Monitor's Website and file with the Court a copy of the materials to be used to oppose the sanction of the Plan by no later than October 4, 2021 at 5:00 PM (Montréal Time).

#### **Aid and Assistance of Other Courts**

- [35] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to the Court in carrying out the terms of this Order.

#### **General Provisions**

- [36] **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents.
- [37] **ORDERS** that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
- [38] **DECLARES** that the Monitor may apply to the Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.
- [39] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever.
- [40] **THE WHOLE** without legal costs.

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The Honourable Brian Riordan, J.S.C.

**SCHEDULE A - CONVENIENCE ELECTION FORM**  
*(See document attached)*

## CONVENIENCE ELECTION FORM

TO: Deloitte Restructuring Inc., in its capacity as Monitor of Groupe Dynamite Inc., GRG USA Holdings Inc., GRG USA LLC (collectively, "**Groupe Dynamite**")

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In connection with the Joint Plan of Compromise and Arrangement of Groupe Dynamite pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 dated September 2, 2021 (as may be further amended, restated, modified and/or supplemented from time to time, the "**Plan**") the undersigned Affected Creditor holding an Affected Claim, other than an Equity Claim or a Claim against the Directors and Officers, of an amount higher than CAD 2,500.00, if it is a CAD Affected Claim, or than USD 1,895.25, if it is an USD Affected Claim **hereby elects** to (a) vote its Voting Claim in favour of the Plan; and (b) receive CAD 2,500.00 in full and final satisfaction of its CAD Affected Claim or USD 1,895.25 in full and final satisfaction of its USD Affected Claim, as the case may be.

For the purposes of this Convenience Creditor Form, capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

The present form, once duly completed, dated and signed must be sent by e-mail, or only if it cannot be sent by e-mail, delivered to the Monitor in each case so that it is received by no later than the beginning of the Creditors' Meeting.

By e-mail: [GroupeDynamite@deloitte.ca](mailto:GroupeDynamite@deloitte.ca)

By mail, courier, fax:

**Deloitte Restructuring Inc.**

1190 Avenue des Canadiens-de-Montréal, suite 500

Montréal (Québec), H3C 0M7

Attention: Jean-François Nadon

Fax: 514-390-4130

Tel: 514-369-9699

**[signature page follows]**

**AFFECTED CREDITOR'S SIGNATURE:**

\_\_\_\_\_  
(Print Legal Name of Affected Creditor)

\_\_\_\_\_  
(Signature of the Affected Creditor  
or an Authorized Signing Officer of the  
Affected Creditor)

\_\_\_\_\_  
(Print Name and Title of Authorized Signing  
Officer of the Affected Creditor)

\_\_\_\_\_  
(Telephone Number and E-mail of the Affected  
Creditor)

**SCHEDULE B - CREDITOR LETTER**  
*(See document attached)*

**[Groupe Dynamite Letterhead]**

[●], 2021

TO: Creditors of Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC

**RE:** Proposed Joint Plan of Compromise and Arrangement

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Dear Sir/Madam:

As you are aware, on September 8, 2020, the Superior Court of Quebec (the “**Court**”) issued an Initial Order (which was amended and restated on September 17, 2020 and May 18, 2021) pursuant to the *Companies’ Creditor Arrangement Act* (the “**CCA**”) appointing Deloitte Restructuring Inc. (the “**Monitor**”) to act as Monitor to the restructuring of Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC (collectively, “**Groupe Dynamite**”). On September 9, 2020, the U.S. Bankruptcy Court for the district of Delaware issued an Order Granting Provisional Relief (which was subsequently followed by an Order granting, among other things, recognition and related relief on October 8, 2020) under Chapter 15 of the U.S. Bankruptcy Code.

COVID-19 caused an unexpected and unsustainable strain on our business and a significant decrease in our sales. Since the beginning of our restructuring, we have worked tirelessly to restructure our affairs in a new COVID-friendly operating model for the benefit of all stakeholders, including through the implementation of cost-reduction measures, negotiations with our key partners and securing financing to continue to grow the business. We are confident that the steps we have taken to restructure our business have best positioned us for the future.

With the assistance and support of the Monitor, Groupe Dynamite developed the enclosed Joint Plan of Compromise and Arrangement (the “**Plan**”). Groupe Dynamite is pleased to present the Plan to its creditors. If approved by the creditors and sanctioned by the Court, the Plan will:

- Provide for the distribution of an amount of CAD 8,000,000 to the creditors of Groupe Dynamite, which amount will be divided into a CAD distribution pool and USD distribution pool;
- Effect a comprise, settlement and payment of proven claims in an efficient and cost-effective fashion;
- Ensure our continued operations; and
- Resolve our CCAA proceedings with certainty and finality.

We firmly believe that, in the aggregate, the persons who have a valid economic interest in Groupe Dynamite will derive a greater benefit from the implementation of the Plan than they would derive from a liquidation of Groupe Dynamite in a bankruptcy scenario. Equally important, the Plan provides Groupe Dynamite and its many stakeholders including

employees, business partners and customers with the continued opportunity to work and do business together.

The meeting of creditors to consider and vote on the Plan will be held on **September 30, 2021 at 10:00 am (Montréal time)**. Creditors who wish to attend the meeting are required to register with the Monitor, the whole as more fully set forth in the Notice to Creditors of the Creditors' Meeting and of the Sanction Hearing enclosed herewith.

If the creditors approve the Plan at the creditors' meeting, we expect to apply to the Court on or **October 7**, 2021 for an order sanctioning the Plan and shortly thereafter for an order recognizing the Plan sanction order in the United States of America. Once these orders are granted, we intend to remit the Plan Contribution Amount (as defined in the Plan) to the Monitor as soon as practicable after the Plan is implanted, for prompt distribution to the creditors in accordance with the terms of the Plan.

We urge you to review the Plan and the Monitor's report in connection therewith. You will note that the Monitor recommends that creditors vote in favour of the Plan. Please note that the deadline to provide your voting proxies and Convenience Election Forms to the Monitor is before the beginning of the Creditors' Meeting.

**ARTICLE 6 OF THE PLAN CONTAINS CERTAIN RELEASES AND INJUNCTION PROVISIONS THAT MAY MATERIALLY AFFECT YOUR RIGHTS. PLEASE REVIEW THEM CAREFULLY.**

Additional information is available on the website that is maintained by the Monitor in respect of these CCAA proceedings at <https://www.insolvencies.deloitte.ca/en-ca/Pages/GDI.aspx> or by making a request to the Monitor by email at [groupedynamite@deloitte.ca](mailto:groupedynamite@deloitte.ca).

We thank you for your continued support, cooperation and confidence through our restructuring process. We hope that you will vote for the Plan.

Yours very truly,

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

**Per :**

**[En-tête Groupe Dynamite]**

[●], 2021

Destinataires: Créanciers de Groupe Dynamite inc., GRG USA Holdings Inc. et GRG USA LLC

**OBJET:** Plan de transaction et d'arrangement conjoint proposé

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Monsieur, Madame,

Comme vous le savez, le 8 septembre 2020, la Cour supérieure du Québec (la « **Cour** ») a rendu une ordonnance initiale (qui a été modifiée et refondue le 17 septembre 2020 et le 18 mai 2021) en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») par laquelle Restructuration Deloitte inc. (le « **Contrôleur** ») a été nommée pour agir à titre de Contrôleur à l'égard du processus de restructuration de Groupe Dynamite inc., GRG USA Holdings inc. et GRG USA LLC (collectivement, «**Groupe Dynamite**»). Le 9 septembre 2020, la U.S. Bankruptcy Court pour le district du Delaware a émis une Order Granting Provisional Relief (laquelle a été subséquemment suivie le 8 octobre 2020 par une Ordonnance autorisant notamment la reconnaissance et des mesures connexes) en vertu du Chapitre 15 du U.S. Bankruptcy Code.

La propagation de la COVID-19 a provoqué une pression inattendue et insoutenable sur nos activités et une baisse significative de nos ventes. Depuis le début de ce processus, nous avons travaillé sans relâche pour restructurer nos affaires au profit de toutes les parties prenantes, notamment par la mise en œuvre de mesures de réduction des coûts, par des négociations avec nos principaux partenaires et en sécurisant des financements pour poursuivre la croissance de l'entreprise. Nous sommes confiants que les mesures que nous avons entreprises pour restructurer notre entreprise nous ont mieux positionné pour l'avenir.

Avec l'aide et le soutien du Contrôleur, Groupe Dynamite a développé le Plan de transaction et d'arrangement conjoint ci-joint (le « **Plan** »). Groupe Dynamite est heureux de soumettre le Plan à ses créanciers. Si le Plan est approuvé par les créanciers et sanctionné par la Cour, le Plan :

- prévoira notamment la distribution aux créanciers de Groupe Dynamite d'un montant global de 8 000 000 CAD, lequel sera réparti entre une tranche de distribution CAD et une tranche de distribution USD;
- permettra de parvenir à un compromis, à un règlement et à un paiement des créances prouvées, le tout d'une façon efficace et économique;
- assurera la continuité de nos opérations;
- mettra fin à nos procédures en vertu de la LACC avec certitude et finalité.

Nous croyons fermement que dans l'ensemble les personnes qui ont un intérêt économique valable dans Groupe Dynamite tireront de la mise en œuvre du Plan un plus grand bénéfice que celui qu'elles tireraient d'une liquidation de Groupe Dynamite dans un contexte de faillite. Il est aussi important de mentionner que le Plan offre à Groupe Dynamite et à ses nombreux partenaires, incluant ses employés, ses partenaires commerciaux et ses clients, l'opportunité de continuer à travailler et à faire affaire ensemble.

L'assemblée des créanciers pour considérer et voter sur le Plan sera tenue le **30 septembre 2021 à 10 h 00 (heure de Montréal)**. Les créanciers désirant participer à l'assemblée devront s'enregistrer au préalable auprès du Contrôleur, le tout tel que plus amplement expliqué dans l'Avis de l'assemblée des créanciers et de l'audition d'homologation ci-joint.

Si les créanciers approuvent le Plan à l'assemblée des créanciers, nous prévoyons soumettre une demande à la Cour, le **7 octobre** 2021, afin d'obtenir une ordonnance d'homologation du Plan, et, par la suite, une ordonnance d'homologation du Plan par les tribunaux américains dans le cadre des procédures aux États-Unis. Une fois ces ordonnances obtenues, nous avons l'intention de remettre au Contrôleur la Montant de la Contribution au Plan (« *Plan Contribution Amount* » tel que ce termes est défini dans le Plan) dès que possible après la mise en œuvre du Plan, pour une distribution rapide aux créanciers conformément aux termes du Plan.

Nous vous encourageons à réviser le Plan et le rapport du Contrôleur à cet égard. Vous noterez que le Contrôleur recommande que les créanciers votent en faveur du Plan. Veuillez noter que vos procurations de vote et formulaires d'élection doivent être reçues par le Contrôleur au plus tard au début de l'assemblée des créanciers.

**L'ARTICLE 6 DU PLAN PRÉVOIT CERTAINES QUITTANCES ET INJONCTIONS QUI POURRAIENT AFFECTER SIGNIFICATIVEMENT VOS DROITS. VEUILLEZ RÉVISER CES DISPOSITIONS ATTENTIVEMENT.**

Vous retrouverez de l'information supplémentaire sur ces procédures en vertu de la LACC en visitant le site Web tenu par le Contrôleur à <https://www.insolvencies.deloitte.ca/en-ca/Pages/GDI.aspx>) ou en faisant la demande auprès du Contrôleur par courrier électronique à [groupedynamite@deloitte.ca](mailto:groupedynamite@deloitte.ca).

Nous vous remercions pour votre support, votre collaboration et la confiance que vous nous témoignez durant ce processus de restructuration. Nous espérons que vous voterez en faveur du Plan.

Veillez agréer, Madame, Monsieur, l'expression de nos sentiments les meilleurs.

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

**Par :**

**SCHEDULE C - NOTICE TO CREDITORS OF THE MEETING OF CREDITORS AND  
THE SANCTION HEARING**  
*(See document attached)*



**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**  
No.: 500-11-058763-208

**SUPERIOR COURT**  
(Commercial Division)

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

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

Debtors

**DELOITTE RESTRUCTURING INC.**

Monitor

<p><b>NOTICE TO CREDITORS OF THE MEETING OF CREDITORS AND THE SANCTION HEARING</b></p>
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1. TAKE NOTICE that Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC (collectively, "**Groupe Dynamite**") have filed a Joint Plan of Compromise and Arrangement (as may be amended, the "**Plan**") pursuant to the CCAA, with Deloitte Restructuring Inc. as the Monitor. Capitalized terms not otherwise defined in this Notice have the meaning ascribed to them in the Plan or the Meeting Order issued by the Superior Court of Québec (Commercial Division) (the "**CCAA Court**") on September 10, 2021 (the "**Meeting Order**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**").
2. TAKE NOTICE that a general meeting of the creditors for the purpose of considering and approving the Plan **will be held on the 30<sup>th</sup> day of September, 2021 at 10:00 am (Eastern Time)** (the "**Meeting**"). Given the current pandemic situation and the gathering restrictions issued by the authorities, the meeting will be held by videoconference.
3. We ask that creditors who wish to attend the Meeting to **complete the attached registration form and return it by email to the following email address: [GroupeDynamite@deloitte.ca](mailto:GroupeDynamite@deloitte.ca), no later than before the beginning of the Meeting.**
4. For creditors, or their representatives, who have registered, you will receive a link by email, which will allow you to attend the Meeting. Please note that only those who have registered will be able to attend the Meeting.
5. The purpose of the Meeting is to consider, and if deemed advisable, to pass a resolution (the "**Resolution**") approving the Plan.

6. The Meeting is being held pursuant to the Meeting Order of the Court, which establishes the procedures for Deloitte Restructuring Inc. (in such capacity and not in its personal or corporate capacity, the Monitor) to call, hold and conduct the Meeting.
7. The Plan provides for the compromise of the Affected Claims. The quorum for the Meeting will be one Affected Creditor holding a Voting Claim (each such creditor, an "**Voting Creditor**"), present in person or by proxy.
8. In order for the Plan to be approved and binding in accordance with the CCAA, the Resolution must be approved by a majority in number of Voting Creditors representing at least two-thirds in value of the Voting Claims who actually vote (in person or by proxy) on the Resolution at the applicable Meeting (the "**Required Majority**").

#### **I. FORMS AND PROXIES FOR AFFECTED CREDITORS**

9. Any Voting Creditor who is unable to attend the Meeting may appoint a proxy to vote on its behalf. A form of Proxy is included as part of the Meeting Materials being distributed by the Monitor to each Affected Creditor.
10. Proxies, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as set out on the Proxy form. Proxies must be received by the Monitor by no later than the beginning of the Creditors' Meeting.
11. Voting Creditor who have already irrevocably appointed a proxy do not have to, and cannot, appoint another proxy.

#### **II. NOTICE OF SANCTION HEARING**

12. TAKE NOTICE that if the Plan is approved by the Required Majority of Affected Creditors at the Meeting, Groupe Dynamite intend to bring the Application for a Sanction Order before the CCAA Court on or around **October 7, 2021** (the "**Sanction Hearing**"). The particulars of the videoconference will be posted on the Monitor's Website and communicated to the Service List.
13. The Application for a Sanction Order will be seeking the granting of the Sanction Order sanctioning the Plan under the CCAA and for ancillary relief consequent upon such sanction. Any person wishing to oppose the Sanction Application for the Sanction Order must serve upon the parties on the Service List as posted on the Monitor's Website and file with the Court a copy of the materials to be used to oppose the Sanction Order by no later than October 4, 2021 at 5:00 PM (Eastern Time).

#### **III. RELEASE AND INJUNCTION PROVISIONS**

14. Article 6 of the Plan contains certain release and injunction provisions that may materially affect your rights hence the Monitor suggest to each Affected Creditor to review them carefully.
15. This Notice is given by the Monitor pursuant to the Meeting Order. Additional copies of the Meeting Materials, including the Plan and the Monitor's Report thereon may be obtained from the Monitor's Website (<http://www.insolvencies.deloitte.ca/GDI>).

DATED at Montréal, this <DAY><sup>th</sup> day of <MONTH>, 2021

**Deloitte Restructuring Inc.**, in its capacity as  
Monitor of Groupe Dynamite Inc., GRG USA  
Holdings Inc. and GRG USA LLC

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Per: Jean-Francois Nadon, CPA, CA, CIRP, LIT  
Title: President  
Monitor's representative for the proceedings

**SCHEDULE D - JOINT PLAN OF COMPROMISE AND ARRANGEMENT**

**SCHEDULE E – AFFECTED CREDITOR AND PROXY AND VOTING FORM**  
*(See document attached)*



**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**  
No.: 500-11-058763-208

**SUPERIOR COURT**  
(Commercial Division)

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

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

Debtors

**DELOITTE RESTRUCTURING INC.**

Monitor

<b>AFFECTED CREDITORS AND PROXY AND VOTING FORM</b>
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1. Before completing this Proxy, please read carefully the accompanying instructions for the proper completion and return of the form.
2. Capitalized terms not otherwise defined in this Notice have the meaning ascribed to them in the Plan Filing and Meeting Order dated September 10, 2021 (the "**Meeting Order**") or the Plan of Compromise and Arrangement of Groupe Dynamite dated September 2, 2021 (the "**Plan**") under the *Companies' Creditors Arrangement Act*.
3. In accordance with the Plan, Proxies may only be filed by Affected Creditors having a Voting Claim (the "**Voting Creditors**").
4. **PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN THE BEGINNING OF THE CREDITORS' MEETING (THE "PROXY DEADLINE").**
5. THE UNDERSIGNED VOTING CREDITOR hereby revokes all revocable proxies previously given, if any, and nominates, constitutes, and appoints Mr. Jean-Francois Nadon of Deloitte Restructuring Inc., in its capacity as Monitor, or such Person as he, in his sole discretion, may designate or, instead of the foregoing, appoints:

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(Print name of proxy holder if wishing to appoint someone other than Mr. Jean-Francois Nadon)

**[signature page follows]**

to attend on behalf of and act for the Voting Creditor at the Creditors' Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of the Creditors' Meeting, and to vote the dollar value of the Voting Claim as determined by and accepted for voting purposes in accordance with the Meeting Order and as set out in the Plan as follows:

A. SELECT ONLY ONE:

- Vote **FOR** approval of the resolution to accept the Plan; or
- Vote **AGAINST** approval of the resolution to accept the Plan.

If a box is not marked as a vote for or against approval of the Plan and Mr. Jean-Francois Nadon or his designate is appointed as proxy holder, this Proxy shall be voted for approval of the Plan.

**- and -**

- B. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Voting Creditor with respect to any amendments or variations to the matters identified in the notice of the Creditors' Meeting and in this Plan, and with respect to other matters that may properly presented at the Creditors' Meeting.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
(Name of Voting Creditor)

\_\_\_\_\_  
Signature of authorized person  
(indicate title or function, if any)

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Please print name)

### **INSTRUCTIONS FOR COMPLETION OF PROXY**

1. This Proxy should be read in conjunction with the Plan of Compromise and Arrangement of Groupe Dynamite dated September 2, 2021 (as it may be amended, restated or supplemented from time to time, the "**Plan**") accepted for filing pursuant to the Meeting Order rendered by the Superior Court of Quebec, Commercial Division on September 10, 2021 (the "**Meeting Order**"). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Plan or the Meeting Order.
2. Each Voting Creditor has the right to appoint a person (who need not be a Creditor) (a "**Proxy holder**") to attend, act and vote for and on behalf of such Voting Creditor and such right may be exercised by inserting the name of the Proxy holder in the blank space provided on the Proxy.
3. If no name has been inserted in the space provided to designate the Proxy holder on the Proxy, the Voting Creditor will be deemed to have appointed Mr. Jean-Francois Nadon of Deloitte Restructuring Inc., in its capacity as Monitor (or such other Person as he, in his sole discretion, may designate), as the Voting Creditor's Proxy holder.
4. A Voting Creditor who has previously given a revocable Proxy may revoke it by an instrument in writing executed by such Voting Creditor or by its attorney, duly authorized in writing or, if an Voting Creditor is not an individual, by an officer or attorney thereof duly authorized, and deposited with the Monitor in each case before the Proxy Deadline.
5. If this Proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor.
6. A valid Proxy from the same Voting Creditor bearing or deemed to bear a later date than this Proxy will be deemed to revoke this Proxy unless such Proxy is irrevocable. If more than one valid Proxy from the same Voting Creditor and bearing or deemed to bear the same date are received by the Monitor with conflicting instructions, such Proxies shall not be counted for the purposes of the vote.
7. This Proxy confers discretionary authority upon the Proxy holder with respect to amendments or variations to the matters identified in the notice of the Meeting and in the Plan, and with respect to other matters that may properly come before the Meeting.
8. The Proxy holder shall vote the Voting Claim of the Voting Creditor in accordance with the direction of the Voting Creditor appointing him/her on any ballot that may be called for at the applicable Meeting. IF A VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN, AND MR. JEAN-FRANCOIS NADON OR HIS DESIGNATE IS APPOINTED AS PROXY HOLDER, THIS PROXY WILL BE VOTED FOR THE RESOLUTION TO APPROVE THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO. IF A VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN AND APPOINTS A PROXY HOLDER OTHER THAN MR. JEAN-FRANCOIS NADON OR HIS DESIGNATE,

THE PROXY HOLDER MAY VOTE ON THE RESOLUTION AS HE OR SHE DETERMINES AT THE APPLICABLE MEETING.

9. If the Voting Creditor is an individual, this Proxy must be signed by the Voting Creditor or by a person duly authorized (by power of attorney) to sign on the Voting Creditor's behalf. If the Voting Creditor is a corporation, partnership or trust, this Proxy must be signed by a duly authorized officer or attorney of the corporation, partnership or trust. If you are voting on behalf of a corporation, partnership or trust or on behalf of another individual at a Meeting, you must have been appointed as a Proxy holder by a duly completed Proxy submitted to the Monitor by the Proxy Deadline. You may be required to provide documentation evidencing your power and authority to sign this Proxy.

**10. PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN THE BEGINNING OF THE CREDITORS' MEETING.**

- A. By email: [GroupeDynamite@deloitte.ca](mailto:GroupeDynamite@deloitte.ca)
- B. By mail or courier: Deloitte Restructuring Inc., Court-appointed Monitor of Groupe Dynamite Inc. and certain of its related entities  
1190 avenue des Canadiens-de-Montréal  
Suite 500, Montreal, QC, H3B 0M7, Canada  
Attention : Mr. Jean-Francois Nadon, CCAA Monitor

11. Groupe Dynamite and the Monitor are authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed by the Meeting Order.

**SCHEDULE F - REGISTRATION TO THE CREDITORS' MEETING FORM**  
*(See document attached)*



**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**  
No.: 500-11-058763-208

**SUPERIOR COURT**  
(Commercial Division)

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

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

Debtors

**DELOITTE RESTRUCTURING INC.**

Monitor

<b>REGISTRATION TO THE CREDITORS' MEETING</b>
---

Name of the Creditor: \_\_\_\_\_

Name of the Creditor's Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Please note that to attend the creditors' meeting, you must send this form to the monitor by email to the following address: [GroupeDynamite@deloitte.ca](mailto:GroupeDynamite@deloitte.ca); **no later than the beginning of the Creditors' Meeting.**

(An electronic version of this form is available at the following page: ●)

**SCHEDULE G – FORM OF RESOLUTION**  
*(See document attached)*

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**  
No.: 500-11-058763-208

**SUPERIOR COURT**  
(Commercial Division)

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

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

Debtors

**DELOITTE RESTRUCTURING INC.**

Monitor

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**RESOLUTION OF AFFECTED CREDITORS AT THE CREDITORS' MEETING**

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**BE IT RESOLVED THAT:**

1. the Joint Plan of Compromise and Arrangement dated September 2<sup>nd</sup>, 2021 filed by Groupe Dynamite under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as may be further amended, restated or supplemented from time to time in accordance with its terms (the "**Plan**"), which Plan has been presented to this Meeting, be and is hereby accepted, approved and authorized.

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL  
No.: 500-11-058763-208

COUR SUPÉRIEURE  
« Chambre commerciale »

DANS L'AFFAIRE DE LA *LOI SUR LES  
ARRANGEMENTS AVEC LES  
CRÉANCIERS DES COMPAGNIES*, LRC  
1985, C C-36, TEL QU'AMENDÉE :

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

Débitrices

RESTRUCTURATION DELOITTE INC.

Contrôleur

---

**RÉSOLUTION DES CRÉANCIERS VISÉS LORS DE L'ASSEMBLÉE DES CRÉANCIERS**

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**EST RÉSOLU QUE:**

1. le Plan de transaction et d'arrangement conjoint daté du 2 septembre 2021 déposé par les Débitrices conformément aux dispositions de la *Loi sur les arrangements avec les créanciers des compagnies*, LRC 1985, c C-36, dans sa version modifiée ou mise à jour de temps à autre (le « **Plan** »), qui a été présenté à cette Assemblée, est par les présentes accepté, approuvé et autorisé.

**SUPERIOR COURT  
(COMMERCIAL DIVISION)**

Canada  
Province of Québec  
District of Montréal  
No: 500-11-058763-208  
Date: April 19, 2021

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Presiding: The Honourable Peter Kalichman, J.S.C.

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**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

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**CLAIMS PROCEDURE ORDER**

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**HAVING READ** the *Application to approve a Claims Process* of the Debtors (the "**Application**"), and the exhibit and the affidavit filed in support thereof;

**GIVEN** the submissions of counsel and the testimony of the witnesses heard;

**GIVEN** the provisions of the CCAA;

**THE COURT:**

[1] **GRANTS** the Application.

**Service**

[2] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.

[3] **PERMITS** service of the present Order (this "**Order**") at any time and place and by any means whatsoever.

## Definitions

[4] **DECLARES** that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:

- 4.1 **“Appeal Application”** means a written application referred to in paragraph [10] of this Order setting out in detail the grounds of appeal from a Notice of Revision or Disallowance;
- 4.2 **“Assessment”** means any right or claim of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction (including, but not limited to, any federal, state, or local taxation authority in the United States, any state of the United States, or any other political subdivision or other taxing unit thereof) against any of the Debtors, including, without limitation, amounts which may arise, have arisen under, or would arise under, in connection with, or as a result of any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority, without regard to whether the statute of limitation with respect to any particular tax Claim has expired or whether any audit or investigation has already been conducted;
- 4.3 **“BIA”** means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
- 4.4 **“Business Day”** means a day, other than a Saturday or a holiday as defined in paragraph 61(23) of the *Interpretation Act*, CQLR c I-16;
- 4.5 **“CCAA”** means the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36;
- 4.6 **“CCAA Proceedings”** means the proceedings in respect of the Debtors before the Court commenced pursuant to the CCAA in court file number 500-11-058763-208;
- 4.7 **“Claim”** means any right of any Person against any of the Debtors, arising in or in connection with any jurisdiction including but not limited to the United States of America and Canada, in connection with any indebtedness, right to payment, or obligation of any kind of the Debtors, whether or not such right is reduced to judgment, present, future, due or accruing due to such Person and any corresponding interest accrued thereon or costs, damages or equivalents, payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any Assessment, any Rent, any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory,

express, implied, resulting, constructive or otherwise), any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, any executory or non-executory guarantee or surety, and i) the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Determination Date; ii) any Equity Claim; iii) any claim which would constitute a claim under the CCAA as at the Determination Date; (iv) any claim which would constitute a "Claim" as defined under section 101(5) of title 11 of chapter 11 of the United States Code as at the Determination Date; and v) any indebtedness or obligation of the Debtors in connection with the repayment of any tenant inducement. A Claim shall include, without limitation, a) any Unaffected Claim; b) any Claim against the Directors and Officers; and c) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;

- 4.8 **"Claims Bar Date"** means on June 7, 2021 or, for a Creditor with a Restructuring Claim, the latest of (a) June 7, 2021 and (b) thirty (30) days after the date of receipt by the Creditor of a notice from the Debtors giving rise to the Restructuring Claim, it being understood that at no time such a notice from the Debtors shall be sent to the Creditor less than twenty-one (21) days before the date of the Creditors' Meeting;
- 4.9 **"Claim against the Directors and Officers"** means a claim as defined in paragraph 11.03(1) of the CCAA as well as any right of any Person against any of the Directors and Officers in connection with any indebtedness or obligation of any kind of the Directors and Officers, present, future, due or accruing due to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any executory or non-executory guarantee or surety and i) the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Determination Date; ii) any Equity Claim; iii) any Restructuring Claim and iv) any claim which would constitute a claim under the CCAA as at the Determination Date;
- 4.10 **"Court"** means the Québec Superior Court (Commercial Division) sitting in the district of Montréal;

- 4.11 “**Creditor**” means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not, however, include an Excluded Creditor in respect of that Person’s claim resulting from an Excluded Claim;
- 4.12 “**Creditors’ Instructions**” means the instructions for Creditors, including a Proof of Claim, an Instruction Letter explaining how to complete same, and a copy of this Order;
- 4.13 “**Creditors’ List**” means a list of all Known Creditors;
- 4.14 “**Creditors’ Meeting**” means any meeting of the Debtors’ Creditors to be convened by the Debtors, with leave of the Court, for the purposes of voting on the Plan, and any adjournment or suspension by the Debtors thereof;
- 4.15 “**Directors and Officers**” means any of the present or former, *de jure* or *de facto*, directors or officers of any of the Debtors as well as any other individuals legally entitled to administer the affairs of any of the Debtors.
- 4.16 “**Designated Newspapers**” means *The Globe and Mail* (National Edition), *La Presse* and *The New York Times* (National Edition);
- 4.17 “**Determination Date**” means September 8, 2020;
- 4.18 “**Equity Claim**” has the meaning ascribed thereto in the definition contained in the BIA and the CCAA;
- 4.19 “**Excluded Claim**” means (a) any right of any Person against the Debtors in connection with any indebtedness or obligation of any kind which came into existence after the Determination Date and any interest thereon, including any obligation of the Debtors toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Debtors after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and to the extent that such claims are not otherwise affected by the Plan; (b) any right or claim that may be asserted by any beneficiary of any charges granted by the Court under the CCAA in the present proceedings, with respect to such charges; and (c) any Secured Lenders’ Claim;

- 4.20 “**Excluded Creditor**” means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- 4.21 “**Initial Order**” means the order of the Court rendered on September 8, 2020 under the CCAA, as amended and restated from time to time, including on September 17, 2020;
- 4.22 “**Instruction Letter**” means the instruction letter sent to Creditors in a document substantially in the form of **Schedule “B”** hereto;
- 4.23 “**Known Creditor**” means a Creditor whose Claim is included in the Debtors’ books and records;
- 4.24 “**Monitor**” means Deloitte Restructuring Inc., acting in its capacity as monitor of the Debtors pursuant to the Initial Order;
- 4.25 “**Newspaper Notice**” means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph [5], which shall set out the Claims Bar Date and the Creditors’ Instructions, being substantially in the form of **Schedule “A”** hereto;
- 4.26 “**Notice of Revision or Disallowance**” means the notice referred to in paragraph [10] hereof, advising a Creditor that the Monitor has revised or rejected all or part of such Creditor’s Claim set out in its Proof of Claim and setting out the reasons for such revision or disallowance, and being substantially in the form of **Schedule “D”** hereto;
- 4.27 “**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity;
- 4.28 “**Plan**” means a plan of compromise or arrangement filed or to be filed by the Debtors pursuant to the CCAA, as such plan may be amended or supplemented by the Debtors from time to time;
- 4.29 “**Proof of Claim**” means the form of Proof of Claim for Creditors referred to in paragraphs [9] and [10] hereof, in the form of **Schedule “C”** hereto;
- 4.30 “**Proven Claim**” means the amount of any Claim of any Creditor as of the Determination Date, determined in accordance with the provisions of the CCAA and this Order, and proven by delivering a Proof of Claim to the Monitor;

- 4.31 “**Publication Date**” means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- 4.32 “**Rent**” means all recurring and non-recurring charges payable by tenant under any real property or immovable lease, including minimum or basic rent, operating costs, common area maintenance charges, utilities, realty taxes, marketing or promotion fund contributions and any other amounts payable to the landlord under its lease;
- 4.33 “**Restructuring Claim**” means any right of any Person against any of the Debtors in connection with any indebtedness or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who receives a notice of disclaimer, repudiation or termination from any of the Debtors; provided however, that a Restructuring Claim may not include an Excluded Claim;
- 4.34 “**Secured Lenders’ Claim**” means all present and future obligations, liabilities and indebtedness, direct or indirect, of the Debtors pursuant to the credit agreement dated February 28, 2020 entered into amongst Groupe Dynamite Inc., as borrower, National Bank of Canada, as administrative agent, and National Bank of Canada, Bank of Montreal, The Toronto-Dominion Bank and Fédération des Caisses Desjardins du Québec, as lenders, as amended pursuant to a First Amending Agreement to the Credit Agreement dated as of April 30, 2020 and a Second Amending Agreement to the Credit Agreement dated as of July 3, 2020 or otherwise amended, modified or supplemented from time to time;
- 4.35 “**Unaffected Claim**” shall have the meaning ascribed to such term in the Plan;

### **Notification Procedure**

- [5] **ORDERS** that the form of Newspaper Notice shall be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order, but in any event no later than on April 26, 2021.
- [6] **ORDERS** that the Monitor shall publish on its website at [www.insolvencies.deloitte.ca/gdi](http://www.insolvencies.deloitte.ca/gdi), on or before the day that is five Business Days after the date of this Order, a copy of the Creditors' List, the Creditors' Instructions and this Order.
- [7] **ORDERS** that the Monitor shall send a copy of the Creditors' Instructions to each Known Creditor no later than on April 26, 2021. Where the Monitor is made aware that the available email address of a Known Creditor is invalid, it shall be permitted to send the Creditors' Instructions to that Known Creditor by other means of transmission within 5 days of being made aware of such fact.
- [8] **ORDERS** that any notices of disclaimer or resiliation under section 32 of the CCAA delivered by the Debtors after the date of this Order shall be accompanied by a copy of the Creditors' Instructions.

### **Claims Bar Date**

- [9] **ORDERS** that, unless otherwise authorized by the Court, a Creditor who does not file a Proof of Claim by the Claims Bar Date i) shall not be entitled to any further notice; ii) shall be forever barred from pursuing a Claim against the Debtors or the Directors and Officers; iii) shall not be entitled to participate as a Creditor in these proceedings; iv) shall not be entitled to vote on any matter in these proceedings, including the Plan; v) shall not be entitled to file a Claim against the Debtors or the Directors and Officers; or vi) shall not be entitled to receive a distribution under the Plan.

### **Claims Procedure**

- [10] **ORDERS** that the following procedure shall apply where a Creditor files a Proof of Claim before the Claims Bar Date:
  - 10.1 the Monitor, together with the Debtors, shall review the Proof of Claim to value the amounts and terms set out therein for voting and distribution purposes. Where applicable, the Monitor shall send to the Creditor, or its legal counsel, a Notice of Revision or Disallowance;
  - 10.2 the Creditor who receives a Notice of Revision or Disallowance, personally or through its legal counsel, and wishes to dispute it shall, within twenty (20) calendar days of the Notice of Revision or

Disallowance, file an Appeal Application with the Court and serve a copy of such Appeal Application to the Debtors and the Monitor;

10.3 unless otherwise authorized by the Court, if the Creditor does not file an Appeal Application within the delay provided for above, such Creditor shall be deemed to have accepted the nature and value of its Claim as set out in the Notice of Revision or Disallowance; and

10.4 where a Creditor files an Appeal Application, the appeal shall be treated as a true appeal and not an appeal *de novo*, unless the Court decides that proceeding as a true appeal would result in an injustice to the Creditor.

[11] **ORDERS** that amounts claimed in any Assessment shall be subject to this Order and, except for any Assessment subject to the Income Tax Act, RSC 1985, c 1, s. 152(8), the Excise Tax Act, RSC 1985, c E-15, s. 299(4), the Taxation Act, CQLR c I-3, s. 1014, the Tax Administration Act, RSQ c A-6.002, s 85.1, the Provincial Sales Tax Act, SBC 2012, c 35, s 197(5), the Revenue and Financial Services Act, SS 1983, c R-22.01 s 60(3), the Tax Administration and Miscellaneous Taxes Act, CCSM c T2, s. 117(6), Alberta Corporate Tax Act, R.S.A. 2000, c. A-15, s. 45(2), Corporations Tax Act, R.S.O. 1990, c. C.40, s. 80(18) (Ontario), Income Tax Act, R.S.B.C. 1996, c. 215, s. 29 (British Columbia), The Income Tax Act, R.S.M. 1988, c. 110, s. 14 (Manitoba), New Brunswick Income Tax Act, S.N.B. 2000, c. N-6.001, s. 70, Income Tax Act, 2000, S.N. 2000, c. I-1.1, s. 49 (Newfoundland), Income Tax Act, R.S.N.W.T. 1988, c. I-1, s. 11 (Northwest Territories and Nunavut), Income Tax Act, R.S.N.S. 1989, c. 217, s. 51 (Nova Scotia), Income Tax Act, R.S.P.E.I. 1988, c. I-1, s. 43 (Prince Edward Island), Income Tax Act, R.S.Y. 2002, c. 118, s. 21 (Yukon), The Income Tax Act, 2000, S.S. 2000, c. I-2.01, s. 76 (Saskatchewan) and the Customs Act, RSC 1985, c 1 (2nd Supp), there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment.

### **Notices and Communications**

[12] **ORDERS** that any notice, service or other communication to be given under this Order by any Creditor to the Monitor or the Debtors shall be in writing in substantially the form provided for in this Order, where applicable, and will be sufficiently given only if given by mail, courier, email or other means of electronic communication addressed to:

**Monitor:** **Deloitte Restructuring Inc.**

To the attention of:  
Mr. Pierre Laporte

Mr. Jean-François Nadon

Email:  
PiLaporte@deloitte.ca  
jnadon@deloitte.ca

**With a Copy to: Norton Rose Fulbright LLP**

To the attention of:  
M<sup>re</sup> Luc Morin  
M<sup>re</sup> Noah Zucker

Email:  
luc.morin@nortonrosefulbright.com  
noah.zucker@nortonrosefulbright.com

**Debtors: McCarthy Tétrault LLP**

To the attention of:  
M<sup>re</sup> Alain N. Tardif  
M<sup>re</sup> Gabriel Faure

Email:  
atardif@mccarthy.ca  
gfaure@mccarthy.ca

- [13] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by email, ordinary mail, registered mail or courier. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier or email. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.

#### **Aid and Assistance of Other Courts**

- [14] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to the Court in carrying out the terms of this Order.

### General Provisions

- [15] **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents.
- [16] **DECLARES** that the Monitor may apply to the Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.
- [17] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever.
- [18] **THE WHOLE** without costs.

A handwritten signature in black ink, appearing to read 'Peter Kalichman', written over a horizontal line.

The Honourable Peter Kalichman, J.S.C.

Schedule "A" – Newspaper Notice



**NOTICE OF CLAIMS PROCEDURE ORDER**

On September 8, 2020, the Superior Court of Québec (the **Court**) issued an initial order commencing proceedings (the **CCAA Proceedings**) under the *Companies' Creditors Arrangement Act* (the **CCAA**) in respect of Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC (collectively, the **Debtors**) and appointing Deloitte Restructuring Inc. (the **Monitor**) as Monitor of the Debtors. The CCAA Proceedings were thereafter recognized in the United States of America pursuant to Chapter 15 of the United States *Bankruptcy Code*.

On April ●, 2021, the Court issued a Claims Procedure Order (the **Order**) approving a process (the **Claims Process**) for the purpose of identifying, reviewing and determining all claims against the Debtors and their directors and officers. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Order.

Pursuant to the Order, any Person wishing to assert a Claim against any of the Debtors or against the Directors and Officers must do so through the Claims Process by filing a Proof of Claim with the Monitor on or before the Claims Bar Date, being 5:00 pm on June 7, 2021 or, in the case of a Restructuring Claim, the later of June 7, 2021 at 5:00 pm and thirty (30) days after the date of receipt by the applicable Creditor of a notice from any of the Debtors giving rise to the Restructuring Claim.

**FAILURE BY A CREDITOR TO SUBMIT ITS CLAIM TO THE MONITOR ON OR BEFORE THE CLAIMS BAR DATE WILL RESULT IN SUCH CREDITOR'S CLAIM BEING BARRED AND FOREVER EXTINGUISHED.**

Please note that copies of the Order, the Creditors' Instructions and other documents related to the Claims Process and to the CCAA Proceedings are available on the Monitor's Website : [www.insolvencies.deloitte.ca/GDI](http://www.insolvencies.deloitte.ca/GDI).

DATED AT MONTREAL, this ● day of April, 2021.

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DELOITTE RESTRUCTURING INC.  
In its capacity as Court-appointed Monitor  
1190 Avenue des Canadiens-de-Montréal,  
Suite 500  
Montreal QC H3B 0M7

Schedule "B" – Instruction Letter



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*, R.S.C.  
1985, c. C-36, AS AMENDED:

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

Debtors

DELOITTE RESTRUCTURING INC.

Monitor

**INSTRUCTIONS TO CREDITORS WHO WISH TO ASSERT THEIR CLAIMS  
AGAINST GROUPE DYNAMITE INC., GRG USA HOLDINGS INC., GRG USA  
LLC AND/OR THEIR DIRECTORS AND/OR OFFICERS**

Pursuant to an Order of the Superior Court of Québec rendered on April 9, 2021 (the **Claims Procedure Order**), a process (the **Claims Process**) was approved for the purpose of identifying, reviewing and determining claims against Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC as well as against their directors and officers. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Claims Procedure Order.

The purpose of this Instruction Letter is to provide you with the information required to file a Proof of Claim in respect of any Claims you may have against any of the Debtors and/or the Directors and Officers.

This Instruction Letter is sent as part of the Creditors' Instructions and together with copies of:

1. a form Proof of Claim; and
2. the Claims Procedure Order which can be accessed electronically at 9 on the Monitor's website.

Please review these documents carefully.

### **FILING A PROOF OF CLAIM**

Please note that this form of Proof of Claim is only to be used if you have a Claim against any of the Debtors and/or the Directors and Officers.

- the Debtors are: Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC
- the Directors and Officers are: any of the present or former, *de jure* or *de facto*, directors or officers of any of the Debtors as well as any other individuals legally entitled to administer the affairs of any of the Debtors.

If you wish to assert a Claim against any of the Debtors or against the Directors and Officers, you must complete, sign and submit a Proof of Claim form to the Monitor. The Monitor must actually receive the Proof of Claim on or before the Claims Bar Date.

When submitting a Proof of Claim, you must specify which of the Debtors you are asserting your Claim against or that you are asserting a Claim against the Directors and Officers. Where a Claim is asserted against multiple parties, separate Proofs of Claim must be filed in respect of each party against which the Claim is asserted.

When submitting a Proof of Claim, you must provide particulars of your Claim and attach supporting documents. The particulars should succinctly explain the factual and legal basis of your Claim and the supporting documents should include all documents that are necessary to establish the nature, validity and quantum of your Claim.

In the event you file an Appeal Application in connection with your Claim, the appeal may be decided on the basis of the documents submitted in support of the applicable Proof of Claim without you being entitled to file additional evidence, the whole in accordance with paragraph 10.4 of the Claims Procedure Order.

A completed and signed Proof of Claim may be provided to the Monitor by e-mail at [groupedynamite@deloitte.ca](mailto:groupedynamite@deloitte.ca), facsimile at 514-369-9699, mail, courier or registered mail to the address set out below.

### **PROOF OF CLAIMS MUST BE FILED BEFORE THE CLAIMS BAR DATE**

Please note that the Claims Bar Date for the filing of any Proof of Claim in respect of a Claim is **June 7, 2021 at 5:00 PM**, or, for a Creditor with a Restructuring Claim, the later of (a) **June 7, 2021 at 5:00 pm** or (b) **thirty (30) days** after the date of receipt by the Creditor of the notice from any of the Debtors giving rise to the Restructuring Claim.

**FAILURE BY A CREDITOR TO SUBMIT ITS PROOF OF CLAIM TO THE MONITOR ON OR BEFORE THE CLAIMS BAR DATE WILL RESULT IN SUCH CREDITOR'S CLAIM BEING BARRED AND FOREVER EXTINGUISHED.**

**FURTHER INFORMATION**

If you have any questions regarding the Claims Process or any of the enclosed forms, please contact Deloitte Restructuring Inc. at the following coordinates:

**Deloitte Restructuring Inc.**

Att: Groupe Dynamite claim process

1190 avenue des Canadiens de Montréal, Suite 500

Email: [groupedynamite@deloitte.ca](mailto:groupedynamite@deloitte.ca)

Fax: 514-390-4103

Tel: 514-369-9699 Toll Free: 1-888-490-1355

Copies of this Instruction Letter, the Claims Procedure Order, the form Proof of Claim and various other relevant documents can be found on the Monitor's website at [www.insolvencies.deloitte.ca/GDI](http://www.insolvencies.deloitte.ca/GDI) or obtained by contacting the Monitor at the coordinates indicated above and providing particulars as to your name, address, facsimile number and e-mail address.

Schedule "C" – Proof of Claim



<input type="checkbox"/>	U	_____
<input type="checkbox"/>	P	_____
<input type="checkbox"/>	S	_____

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, R.S.C.*  
1985, c. C-36, AS AMENDED:

GRUPE DYNAMITE INC.  
GRG USA HOLDINGS INC.  
GRG USA LLC

Debtors

DELOITTE RESTRUCTURING INC.

Monitor

**PROOF OF CLAIM**

Pursuant to an Order of the Superior Court of Québec rendered on April ●, 2021 (the **Claims Procedure Order**), a process was approved for the purpose of identifying, reviewing and determining claims against Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC as well as against their directors and officers. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Claims Procedure Order.

Please read the Instruction Letter carefully prior to completing this Proof of Claim.

**A. PARTICULARS OF CREDITOR**

1) Full legal name of creditor<sup>1</sup>: \_\_\_\_\_

(the "Creditor")

2) Full mailing address of the Creditor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Telephone number of Creditor: \_\_\_\_\_

4) Facsimile number of Creditor: \_\_\_\_\_

5) E-mail address of Creditor: \_\_\_\_\_

6) Attention (contact person): \_\_\_\_\_

7) Has the Claim been sold or assigned to the Creditor to another party? Yes \_\_\_ No \_\_\_

8) If yes, please indicate in a separate document the full legal name of any assignor, their full address, email, telephone number as well as the amount of the Claim assigned and the date of assignment

**B. PARTICULARS OF THE DYNAMITE GROUP PARTY**

Identify the party against which the Claim is asserted (please **SELECT ONLY ONE PER CLAIM**) (A separate Proof of Claim must be filed for each Dynamite Group Party against which any Claim is asserted):

- GROUPE DYNAMITE INC.
- GRG USA HOLDINGS INC.
- GRG USA LLC
- DIRECTORS AND OFFICERS

(the "Dynamite Group Party")

I am a creditor of \_\_\_\_\_, a Dynamite Group Party.

<sup>1</sup> Full legal or corporate name should be the name of the original Creditor, not the Assignee. Do not file separate Proofs of Claim by division of the same Creditor.

**C. PROOF OF CLAIM**

I, \_\_\_\_\_ (Name of Creditor or representative of the Creditor), of \_\_\_\_\_ (City, Province) do hereby certify:

1) That, I (please check one):

\_\_\_ am the Creditor of the Dynamite Group Party; or

\_\_\_ hold the position of \_\_\_\_\_ (state position or title) of the Creditor of the Dynamite Group Party.

2) The Dynamite Group Party was and is indebted to the Creditor as follows<sup>2</sup>:

i) Claim as at the Determination Date:

Amount of Claim	Currency

Amount unsecured	Amount secured

ii) Restructuring Claim:

Amount of Claim	Currency

Amount unsecured	Amount secured

**D. PARTICULARS OF CLAIM AND SUPPORTING DOCUMENTS**

Please provide in a separate document all particulars of the Claim including the amount and description of any transactions or agreements giving rise to the Claim as well as a description of the security, if any, granted to the Creditor in respect of the Claim and the estimated value of such security. Please also provide particulars of all credits, discounts, counterclaims or payments to which the Debtor is entitled. If the Claim is contingent or unliquidated, state the basis and provide evidence upon which the claim has been valued.

Please attach all documentation necessary to support the quantum, nature and validity of your Claim, such as invoices, statements of account, affidavits<sup>3</sup>, agreements, transaction or other documents. In the event you file an Appeal Application in connection with your Claim, the appeal may be decided on the basis of the documents submitted in support of the Proof of Claim without you being entitled to submit additional evidence.

<sup>2</sup> Include all Claims that you are asserting against the Dynamite Group Party and the applicable currency.

<sup>3</sup> If you include an affidavit or solemn declaration, it must have been made before a person qualified to take affidavits or solemn declarations.

**E. FILING OF PROOF OF CLAIM**

The duly completed Proof of Claim together with supporting documentation must be returned and received by the Monitor, no later than **5:00 p.m. (Eastern Standard Time) on June 7, 2021** by e-mail, courier or registered mail to the address set out below:

**FAILURE TO FILE YOUR PROOF OF CLAIM BY SUCH DATE WILL RESULT IN YOUR CLAIM BEING FOREVER EXTINGUISHED AND BARRED.**

Mailing Address:

Deloitte Restructuring Inc., Court-appointed Monitor of  
Groupe Dynamite Inc. and certain of its related entities  
1190 avenue des Canadiens-de-Montréal  
Suite 500, Montreal, QC, H3B 0M7, Canada

Attention: ●  
Fax: ●  
E-mail: [GroupeDynamite@deloitte.ca](mailto:GroupeDynamite@deloitte.ca)

**F. CERTIFICATION**

I hereby certify that:

- I am the Creditor or an authorized representative of the Creditor;
- I have knowledge of all the circumstances connected the Claim asserted pursuant to this Proof of Claim;
- The Creditor asserts this Claim against the Dynamite Group Party; and
- Complete documentation in support of this Claim is attached.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of individual completing this form)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Please print name)

**An electronic version of this form is available at  
<https://www.insolvencies.deloitte.ca/en-ca/Pages/GDI.aspx>.**

Schedule "D" – Notice of Revision or Disallowance



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

SUPERIOR COURT  
(Commercial Division)

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

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

Debtors

DELOITTE RESTRUCTURING INC.

Monitor

<b>NOTICE OF REVISION OR DISALLOWANCE</b>
---

TO:           •  
              c/o: •  
              Attn: •  
  
              (the **Creditor**)

FROM:       Deloitte Restructuring Inc. in its capacity as court-appointed Monitor of  
              Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC.

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All capitalized terms used but not otherwise defined in this Notice of Revision or Disallowance (this **Notice**) have the meaning ascribed to them in the Claims Procedure Order rendered by the Court on April 19, 2021 (the **Claims Procedure Order**).

This Notice is issued pursuant to the Claims Procedure Order and further to the Proof of Claim submitted by the Creditor against • (your **Proof of Claim**).

The Monitor hereby gives you notice that it has reviewed your Proof of Claim and has revised or disallowed the Claim set forth therein as follows:

**NATURE AND VALUE OF CLAIM**

i) Claim as at the Determination Date:

<b>Amount claimed</b>		<b>Disallowed amount</b>		<b>Allowed amount</b>	
Unsecured	Secured	Unsecured	Secured	Unsecured	Secured
\$	\$	\$	\$	\$	\$

ii) Restructuring Claim (arising after September 8, 2020) :

<b>Amount claimed</b>		<b>Disallowed amount</b>		<b>Allowed amount</b>	
Unsecured	Secured	Unsecured	Secured	Unsecured	Secured
\$	\$	\$	\$	\$	\$

**REASONS FOR REVISION OR DISALLOWANCE:**

The reasons for the revision or disallowance of your Claim are as follows:

- 1)
- 2)
- 3)

If you disagree with the nature or value of your Claim as determined by the Monitor in this Notice (your **Allowed Claim**) and wish to dispute this Notice you must, within twenty (20) calendar days of the date hereof, file an Appeal Application with the Court and serve a copy of such Appeal Application to Debtors and the Monitor at the following addresses:

The Debtors:	<p><b>McCarthy Tétrault LLP</b></p> <p>To the attention of: M<sup>tre</sup> Alain N. Tardif M<sup>tre</sup> Gabriel Faure</p> <p>Email: <a href="mailto:atardif@mccarthy.ca">atardif@mccarthy.ca</a> <a href="mailto:gfaure@mccarthy.ca">gfaure@mccarthy.ca</a></p>
The Monitor:	<p><b>Deloitte Restructuring Inc.</b></p> <p>To the attention of: Mr. Pierre Laporte Mr. Jean-François Nadon</p> <p>Email: <a href="mailto:plaporte@deloitte.ca">plaporte@deloitte.ca</a> <a href="mailto:jnadon@deloitte.ca">jnadon@deloitte.ca</a></p>

With a copy to the Monitor's Counsel:	<b>Norton Rose Fulbright LLP</b>  To the attention of: M <sup>re</sup> Luc Morin M <sup>re</sup> Noah Zucker  Email: <a href="mailto:luc.morin@nortonrosefulbright.com">luc.morin@nortonrosefulbright.com</a> <a href="mailto:noah.zucker@nortonrosefulbright.com">noah.zucker@nortonrosefulbright.com</a>
---------------------------------------	--

If you file an Appeal Application, the appeal shall be treated as a true appeal and not an appeal *de novo*, unless the Court decides that proceeding as a true appeal would result in an injustice to the Creditor.

If you do not file an Appeal Application within the delay provided for above you shall be deemed to have accepted the nature and value of your Allowed Claim as set out in this Notice.

If you agree with the nature and value of your Allowed Claim and do not dispute this Notice, no further action is required.

DATED at Montréal, this ● day of ●, 2021

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Deloitte Restructuring Inc., in its capacity as Monitor of  
Groupe Dynamite Inc., GRG USA Holdings Inc. and  
GRG USA LLC

Superior Court  
(Commercial Division)

Canada  
Province of Québec  
District of Montréal  
No: 500-11-058763-208  
Date: September 10, 2021

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Presiding: The Honourable Brian Riordan, J.S.C.

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**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

---

**EXTENSION ORDER  
(SIXTH EXTENSION)**

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**HAVING READ** the *Application for a Meeting Order, an Order for a Sixth Extension and Additional Relief* dated September 2, 2021 (the "**Application**") and the exhibits and the affidavit filed in support thereof;

**GIVEN** the submissions of counsel and the Monitor's Eight Report;

**GIVEN** the Initial Order rendered on September 8, 2020 (as amended and restated on September 18, 2020 and on May 18, 2021, the "**Initial Order**") and the Order of this Court with respect to the claims process, dated April 19, 2021 (the "**Claims Procedure Order**");

**GIVEN** the Extension Order dated October 15, 2020;

**GIVEN** the Extension Order dated December 10, 2020;

**GIVEN** the Extension Order dated February 25, 2021;

**GIVEN** the Extension Order dated April 19, 2021;

**GIVEN** the Extension Order dated June 17, 2021;

**GIVEN** the provisions of the CCAA;

**THE COURT:**

[1] **GRANTS** the Application.

[2] **DECLARES** that all capitalized terms used but not otherwise defined in the present Order (this "**Order**") shall have the meanings ascribed to them in the Initial Order.

**Service**

[3] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with any further service thereof.

[4] **PERMITS** service of this Order at any time and place and by any means whatsoever.

**Extension of the Stay Period**

[5] **EXTENDS** the Stay Period and the application of the Initial Order until October 22, 2021.

**Late Claims**

[6] **AUTHORIZES** the filing of each of the Proofs of Claim identified at paragraph • of the Monitor's Eighth Report (each, a "**Late Claim**") and **DECLARES** that each Late Claim is deemed to have been filed by the Claims Bar Date;

[7] **AUTHORIZES** the Monitor, in consultation with the Groupe Dynamite Inc., GRG USA Holdings Inc. and GRG USA LLC (collectively, "**Groupe Dynamite**"), to review and determine each Late Claim in accordance with the Claims Procedure Order;

**Approval of the Monitor's activities**

[8] **APPROVES** the activities of the Monitor, up to the date of this Order, in connection with the Restructuring, including the activities described in the Eighth Report of the Monitor dated September •, 2021 and **DECLARES** that the Monitor has fulfilled its obligations pursuant to the CCAA and the orders of this Court up until the date of this Order.

**General**

[9] **ORDERS** that Appendices • to the Eighth Report of the Monitor dated September •, 2021 in support of the Application are confidential and are filed under seal, and **PRAYS ACT** of Groupe Dynamite's undertaking to communicate any of those appendices to certain creditors following the execution of a confidentiality agreement.

[10] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever.

[11] **THE WHOLE** without costs.

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The Honourable Brian Riordan, J.S.C.

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