

**SUPERIOR COURT**  
(COMMERCIAL DIVISION)

Canada  
Province of Québec  
District of Montréal

No: 500-11-059536-215

Date: August 30, 2021

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**Presiding: The Honourable Michel A. Pinsonnault, J.S.C.**

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In the matter of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 of:

**Atis Group Inc.**

**10422916 Canada Inc.**

**8528853 Canada Inc. (d.b.a. Portes et Fenêtres Altek Inc.)**

**9060642 Canada Inc.**

**9092455 Canada Inc. (d.b.a. Alweather Windows & Doors)**

**Distributeur Vitro Clair Inc.**

**Solarcan Architectural Holding Limited**

**Vitrierie Lévis Inc.**

**Vitrotec Portes & Fenêtres Inc.**

Debtors

and

**Atis LP**

Mise-en-cause

and

**Raymond Chabot Inc.**

Monitor

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**SECOND CLAIMS PROCEDURE ORDER**

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**HAVING READ** the *Application for the Issuance of an Approval, Assignment and Vesting Order, a Second Claims Procedure Order and a Fourth Extension Order* (the "**Application**") of Atis Group Inc., 10422916 Canada Inc., 8528853 Canada Inc.

(d.b.a. Altek Windows & Doors), 9060642 Canada Inc., 9092455 Canada Inc. (d.b.a. Alweather Windows & Doors), Distributeur Vitro Clair Inc., Solarcan Architectural Holding Limited, Vitrotec Portes & Fenêtres Inc. and Vitrierie Lévis Inc. (collectively, the “**Applicants**”) and Atis LP (together with the Applicants, the “**Debtors**”) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”), the exhibits filed in support thereof and the Fifth Report of the Monitor;

**GIVEN** the submissions of counsel and the testimony and support of the Monitor;

**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 [8] of this Order setting out in detail the grounds of appeal from a Notice of Revision or Disallowance;

4.2 “**Beneficiaries**” means the Bank of Nova Scotia in its capacity as interim lender, Raymond Chabot Inc., in its capacity as Receiver and/or Monitor, the Receiver’s counsel, the Monitor’s counsel and the Debtors’ counsel;

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 500-11-059536-215;
- 4.7 **“Claim”** means (a) any Claim against the Beneficiaries, (b) any Claim against the CRO and (c) any Claim against the Directors and Officers;
- 4.8 **“Claims Bar Date”** means **4:00 p.m. (Montréal Time) on October 12, 2021**;
- 4.9 **“Claim against the Beneficiaries”** means any right of any Person against the Beneficiaries, arising after April 26, 2021, in connection with any indebtedness or obligation of the Beneficiaries, 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 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 any act or omission, transaction, offer, investment, proposal, or dealings in connection with the Debtors, their assets, business or affairs, or prior dealings with the Debtors, wherever or however conducted or governed, the administration and/or management of the Debtors and the CCAA Proceedings;
- 4.10 **“Claim against the CRO”** means any right of any Person against the CRO, arising after April 26, 2021, in connection with any indebtedness or obligation of the CRO, 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 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 the performance of the CRO’s mandate or the Initial Order;
- 4.11 **“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, arising after April 26, 2021, 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;

- 4.12 “**Court**” means the Québec Superior Court (Commercial Division) sitting in the district of Montréal;
- 4.13 “**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;
- 4.14 “**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;
- 4.15 “**CRO**” means Solstice groupe conseil Inc. (Mr. Claude Rouleau), acting in its capacity as chief restructuring officer 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 “**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. For greater certainty, the Directors and Officers do not include the CRO;
- 4.18 “**Initial Order**” means the order of the Court rendered on February 19, 2021 under the CCAA, as amended and restated from time to time, including on March 1, 2021;
- 4.19 “**Instruction Letter**” means the instruction letter sent to Creditors in a document substantially in the form of **Schedule “B”** hereto;
- 4.20 “**Monitor**” means Raymond Chabot Inc., acting in its capacity as monitor of the Debtors pursuant to the Initial Order;
- 4.21 “**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;
- 4.22 “**Notice of Revision or Disallowance**” means the notice referred to in paragraph [8] 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;

- 4.23 **“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;
- 4.24 **“Proof of Claim”** means the form of Proof of Claim for Creditors referred to in paragraphs [7] and [8] hereof, in the form of **Schedule “C”** hereto;
- 4.25 **“Publication Date”** means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- 4.26 **“Receiver”** means Raymond Chabot Inc., acting in its capacity as receiver pursuant to the Receivership Order;
- 4.27 **“Receivership Order”** means the order rendered by the Court on March 10, 2021 which *inter alia* appointed the Receiver;

#### **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 September 10, 2021.
- [6] **ORDERS** that the Monitor shall publish on its website at <https://www.raymondchabot.com/en/companies/public-records/atis/> on or before the day that is five Business Days after the date of this Order, the Creditors’ Instructions and this Order.

#### **Claims Bar Date**

- [7] **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 Beneficiaries, the CRO or the Directors and Officers and; (iii) shall not be entitled to file a Claim against the Beneficiaries, the CRO or the Directors and Officers.

#### **Claims Procedure**

- [8] **ORDERS** that the following procedure shall apply where a Creditor files a Proof of Claim before the Claims Bar Date:

- 8.1 the Monitor 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 the Creditor, or its legal counsel, a Notice of Revision or Disallowance;
- 8.2 the Creditor who receives a Notice of Revision or Disallowance, personally or through its legal counsel, and wishes to dispute it shall, within ten (10) 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;
- 8.3 unless otherwise authorized by the Court, if the Creditor does not file an Appeal Application within the delay provided in paragraph 8.2 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
- 8.4 where a Creditor files an Appeal Application, the appeal shall be treated as a true appeal on the record and not an appeal de novo, unless the Court decides that proceeding as a true appeal on the record would result in an injustice to the Creditor.

#### Notices and Communications

- [9] **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:	<p><b>Raymond Chabot Inc.</b></p> <p>600, de La Gauchetière West, Suite 2000 Montréal, Québec, H3B 4L8</p> <p>To the attention of:</p> <p>Mr. Dominic Deslandes Mr. Raymond Atallah Mr. Philippe Daneau</p> <p>Email:</p> <p><a href="mailto:deslandes.dominic@rcgt.com">deslandes.dominic@rcgt.com</a> <a href="mailto:atallah.raymond@rcgt.com">atallah.raymond@rcgt.com</a> <a href="mailto:daneau.philippe@rcgt.com">daneau.philippe@rcgt.com</a></p>
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With a Copy to:	<p><b>Fasken Martineau DuMoulin LLP</b></p> <p>800 Victoria Square, Suite 3500 P.O. Box 242, Montréal, Québec, H4Z 1E9</p> <p>To the attention of:</p> <p>M<sup>re</sup> Luc Béliveau M<sup>re</sup> Nicolas Mancini</p> <p>Email:</p> <p><a href="mailto:lbeliveau@fasken.com">lbeliveau@fasken.com</a> <a href="mailto:nmancini@fasken.com">nmancini@fasken.com</a></p>
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Debtors:	<p><b>McCarthy Tétrault LLP</b></p> <p>1000 De La Gauchetière Street West, Suite 2500, Montréal, Québec, H3B 0A2</p> <p>To the attention of:</p> <p>M<sup>re</sup> Alain N. Tardif M<sup>re</sup> François Alexandre Toupin</p> <p>Email:</p> <p><a href="mailto:atardif@mccarthy.ca">atardif@mccarthy.ca</a> <a href="mailto:fatoupin@mccarthy.ca">fatoupin@mccarthy.ca</a></p>
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- [10] **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.

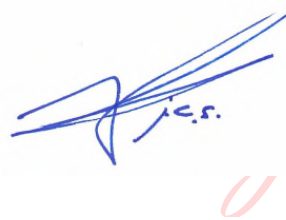
#### **Aid and Assistance of Other Courts**

- [11] **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

- [12] **ORDERS** that a copy of this Order, the Newspaper Notice (Schedule A), the Instruction Letter (Schedule B), the Proof of Claim (Schedule C) and the Notice of Revision or Disallowance (Schedule D) shall be made available in French and communicated to the Creditors in English and in French simultaneously.
- [13] **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.
- [14] **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.
- [15] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever.
- [16] **THE WHOLE** without costs.



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Michel A.  
Pinsonnault j.c.s.  
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**MICHEL A. PINSONNAULT, J.S.C.**

**Date of hearing: August 30, 2021**

M<sup>re</sup> Alain Tardif  
M<sup>re</sup> Frédérique Drainville  
M<sup>re</sup> François Alexandre Toupin  
*McCarthy Tétrault s.e.n.c.r.l., s.r.l.*  
Attorneys for the Debtors