

SUPERIOR COURT
(COMMERCIAL DIVISION)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No: 500-11-059536-215

Date: December 8, 2021

PRESIDING: THE HONOURABLE MICHEL A. PINSONNAULT, J.S.C.

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

Vitrerie Lévis Inc.

Vitrotec Portes & Fenêtres Inc.

Debtors

and

Atis LP

Mise-en-cause

and

Raymond Chabot Inc.

Monitor

Order Authorizing a Distribution, Releasing Certain CCAA Charges and Releasing the Beneficiaries, the CRO and the Directors and Officers

JP1736

HAVING READ the *Application for the Issuance of Approval and Vesting Orders and an Order (i) Authorizing a Distribution, (ii) Discharging the CRO, (iii) Releasing Certain CCAA Charges, (iv) Releasing the Beneficiaries, the CRO and the Directors and Officers and (v)*

Extending the Stay Period (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 and the affidavit filed in support thereof and the Sixth Report of the Monitor dated October 25, 2021;

GIVEN the notification of the Application;

GIVEN the Initial Order rendered on February 19, 2021 (as amended, restated and otherwise modified from time to time, including on March 1, 2021, the “**Initial Order**”);

GIVEN the submissions of counsel;

GIVEN the provisions of the CCAA;

GIVEN that it is appropriate to issue an order (i) authorizing an interim distribution to The Bank of Nova Scotia, (ii) releasing the Administration Charge, the CRO Charge and the Directors’ Charge and (iii) granting a release in favour of 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 (collectively, the “**Beneficiaries**”), the Chief Restructuring Officer, Solstice Groupe Conseil Inc. (Mr. Claude Rouleau) (the “**CRO**”) and the Debtors’ former, present or future director or officer and any person deemed to be a director or officer of any of the Debtors under subsection 11.03(3) of the CCAA (the “**Directors and Officers**”).

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 Application or in the Initial Order.

Notification

[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 notification thereof.

[4] **PERMITS** notification of this Order at any time and place and by any means whatsoever, including by email.

Distribution

[5] **AUTHORIZES** the Monitor, for and on behalf of the Debtors and without further Order of the Court, to distribute the proceeds of the sale of the assets of the Debtors to the Bank of Nova Scotia, (i) first, in its capacity as Interim Lender and (ii) second, in its capacity as Secured Creditor, the whole under the conditions to

be agreed upon between the Monitor, for and on behalf of the Debtors and the Bank of Nova Scotia, or, failing same, upon further order of this Court.

Release of the Administration Charge, the CRO Charge and the Directors' Charge

- [6] **ORDERS** that each of the Administration Charge, the CRO Charge and the Directors' Charge shall be terminated, released and discharged without any other act or formality, provided that nothing herein shall affect the status or priority of the Interim Lender's Charge and the Senior Security.

Additional protections

- [7] **ORDERS** that, notwithstanding the discharge contained herein, nothing herein shall affect, vary, derogate from, limit or amend, and the Beneficiaries, the CRO (including in connection with any matters in its role as CRO that are ancillary or incidental to these CCAA Proceedings, following the date of this Order, as may be required (the "**CRO Incidental Matters**")) and the Directors and Officers shall continue to have the benefit of, any of the rights, approvals, releases, and protections in favour of the Beneficiaries, the CRO and the Directors and Officers, as applicable, at law or pursuant to the CCAA, and all Orders made in these CCAA Proceedings, including in connection with any CRO Incidental Matters, following the date of this Order.
- [8] **ORDERS** that no action or other proceeding shall be commenced against the Beneficiaries, the CRO and the Directors and Officers in any way arising from or related to their capacity or conduct as a Professional, CRO, director and officer, Monitor or Receiver, as applicable, except with prior leave of this Court and on prior written notice to the Beneficiaries, the CRO and the Directors and Officers, as applicable.
- [9] **ORDERS** that, effective at the date of this Order, (i) the Beneficiaries, (ii) the CRO, and (iii) the Directors and Officers, including in each case, their respective affiliates, officers, directors, partners, employees and agents, as applicable, (the Persons listed in (i), (ii) and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably and unconditionally released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, losses, damages, judgments, executions, recoupments, debts, sums of money, expenses, costs, accounts, liens, taxes, penalties, interests, recoveries, and other obligations, liabilities and encumbrances of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based in statute, contract or otherwise) based in whole or in part on any act, omission, transaction, dealing or other occurrence, matter, circumstance or fact existing or taking place on or prior to the date of this Order, or completed pursuant to the terms of this Order and/or in connection with the transactions approved by this Court in the context of the CCAA Proceedings in respect of the Debtors or 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 these CCAA Proceedings (collectively, the "**Released Claims**"), including in carrying out the CRO Incidental Matters,

which Released Claims shall be fully, finally, irrevocably, unconditionally and forever waived, discharged, released, cancelled and barred as against the Released Parties provided that nothing in this paragraph shall:

- (a) waive, discharge, release, cancel or bar any claim against the Directors and Officers that is not permitted to be released pursuant to subparagraph 5.1(2) of the CCAA; and
- (b) affect the right of a Person to:
 - (i) recover an indemnity under an insurance policy covering such Person; or
 - (ii) recover an amount regarding the liability of a Released Party or a claim against them under an insurance policy covering such Released Party; however, it is understood that any claim or liability for which an insurer is or would otherwise be subrogated against the Released Parties is released and discharged pursuant to the terms hereof, and the right of such Person to recover an indemnity under an insurance policy shall be limited to the insurance product which the insurer effectively pays regarding such claim or liability.

[9.1] **ORDERS** the Released Parties, whenever applicable, to cooperate with their insurers with respect to the defence of any claim advanced under subsection 9(b)(ii) hereof.

Bankruptcy

[10] **ORDERS** that:

- (a) without limiting the effect of the approval and vesting order of this Court issued from time to time in the context of the CCAA Proceedings, the Monitor is authorized to execute any assignment in bankruptcy and related documents on behalf of the Debtors as may be necessary or desirable; and
- (b) Raymond Chabot inc. is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of the Debtors in connection with any bankruptcy proceedings.

General Provisions

[11] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

[12] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Monitor shall be the foreign representative of the Debtors. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and

to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.

- [13] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.
- [14] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever.
- [15] **THE WHOLE** without costs.

MICHEL A. PINSONNAULT, J.S.C.

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Date of hearing: December 8, 2021