

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No.: 500-11-059536-215

DATE: December 17, 2021

IN THE PRESENCE OF THE HONOURABLE MICHEL A. PINSONNAULT, S.C.J.

In the matter of the Receivership of:

ATIS LP

8528853 CANADA INC.

9060642 CANADA INC.

Debtors

-and-

RAYMOND CHABOT INC.

Receiver

ORDER TERMINATING THE RECEIVERSHIP AND DISCHARGING THE RECEIVER

(s. 243 of the *Bankruptcy and Insolvency Act* (the “**BIA**”))

- [1] **CONSIDERING** Raymond Chabot Inc.’s motion, in its capacity of court-appointed receiver (“**Receiver**”) of Atis LP, 8528853 Canada Inc. and 9060642 Canada Inc. (collectively, the “**Atis Employers**”), entitled *Motion for an Order Terminating the Receivership and Discharging the Receiver* (the “**Motion**”);

- [2] **CONSIDERING** the provisions of the *Order Appointing a Receiver* issued by this Court on March 10, 2021 (the “**Receivership Order**”) under the relevant provisions of the BIA and the provisions of the initial order issued by this Court on February 19, 2021 (as amended and restated, the “**Initial Order**”), issued in the course of the proceedings of the debtors under the *Companies’ Creditors Arrangement Act*, RSC (1985), c. C-36 (as amended, the “**CCAA**” and the “**CCAA Proceedings**”);
- [3] **SEEING** the service of the Motion;
- [4] **SEEING** the representations of counsel made by videoconference during the hearing on the Motion;
- [5] **SEEING** that it is appropriate to terminate the receivership proceedings initiated under the BIA with respect to the Atis Employers (the “**Receivership Proceedings**”) and to discharge the Receiver from its duties in relation thereto:

FOR THESE REASONS, THE COURT:

- [6] **GRANTS** the Motion;
- [7] **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 Receivership Order and the Initial Order;

SERVICE

- [8] **DECLARES** that the notices given for the presentation of the Motion are proper and sufficient and further **DECLARES** that the Receiver is relieved of any other requirements for service of the Motion.

TERMINATION OF THE RECEIVERSHIP PROCEEDINGS

- [9] **ORDERS** and **DECLARES** that, except as expressly provided in this Order, the Receivership Proceedings shall be terminated.

DISCHARGE OF THE RECEIVER

- [10] **ORDERS** and **DECLARES** that, subject to the terms of this Order, the Receiver is discharged as the receiver of all of the Atis Employers’ present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof.
- [11] **ORDERS** that, notwithstanding its discharge herein, (a) the Receiver shall be authorized to perform such incidental duties as may be required to complete the administration of the receivership herein, and (b) in fulfilling such duties, the Receiver shall continue to have the benefit of the provisions of the Receivership Order, and all orders made in the CCAA Proceedings, including all approvals,

protections and stays of proceedings in favour of Raymond Chabot Inc. in its capacity as Receiver.

- [12] **ORDERS** and **DECLARES** that no action, demand, claim, complaint or other proceedings shall be commenced or filed against the Receiver in any way arising out of or related to its capacity, decisions, actions or conduct as Receiver, except with prior leave of this Court and on prior written notice to the Receiver, the whole as provided in the Receivership Order, and such further order securing, as security for costs, the full judicial and reasonable extrajudicial costs of the Receiver in connection with any proposed action or proceedings as the Court hearing such motion for leave to proceed may deem just and appropriate.

REMITTANCE OF FUNDS

- [13] **AUTHORIZES** the Receiver to remit to each of the Atis Employers the sum of \$100.00 currently held "in trust" by the Receiver.

MONITOR DISCHARGE ORDER

- [14] **ORDERS** that, except as expressly stated in this Receivership Order, nothing herein amends the terms of the Monitor Discharge and Distribution Order, including the powers, authorizations, obligations and protections of the Monitor.

EMPLOYEES

- [15] **ORDERS** that the Receiver shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in sections 14.06(1.2) of the BIA, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c. 47, s.1.

GENERAL

- [16] **DECLARES** that this Order, the Motion and the sworn declaration filed in support thereof do not, in and of themselves, constitute a default or failure to comply by Atis Group under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement.
- [17] **DECLARES** that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
- [18] **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 court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.
- [19] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

[20] **THE WHOLE, WITHOUT COSTS.**

MICHEL A. PINSONNAULT, J.S.C.

M^{re} Nicolas Mancini
M^{re} Luc Béliveau
Fasken Martineau DuMoulin SENCRL, s.r.l.
Attorneys for the Monitor

Hearing date: December 16, 2021