

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

Canada
Province of Québec
District of Montréal
No: 500-11-059536-215
Date: March 1, 2021

Presiding: The Honourable Peter Kalichman, 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

Vitrierie Lévis Inc.

Vitrotec Portes & Fenêtres Inc.

Debtors

and

Atis LP

Mise-en-cause

and

Raymond Chabot Inc.

Proposed Monitor

AMENDED AND RESTATED INITIAL ORDER

- [1] CONSIDERING the *Application for an Initial Order and an Amended and Restated Initial Order* dated February 18, 2021 (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 affidavit, and the exhibits, including the report of the proposed Monitor;
- [2] CONSIDERING the notification of the Application;
- [3] CONSIDERING the representations of the lawyers present;
- [4] CONSIDERING the provisions of the CCAA;

THE COURT:

- [5] GRANTS the Application.
- [6] ISSUES an order pursuant to the CCAA (the "**Order**"), divided under the following headings:
- Service
 - Application of the CCAA
 - Effective Time
 - Plan of Arrangement
 - Administrative Consolidation
 - Stay of Proceedings against the Debtors and the Property
 - Stay of Proceedings against the Directors and Officers
 - Possession of Property and Operations
 - No Exercise of Rights or Remedies
 - No Interference with Rights
 - Continuation of Services
 - Interim Financing
 - Non-Derogation of Rights
 - Directors' and Officers' Indemnification and Charge
 - KERP and KERP Charge
 - Restructuring
 - Powers of the Monitor
 - Appointment of the Chief Restructuring Officer
 - Customer Deposits and Pre-payment
 - Priorities and General Provisions Relating to CCAA Charges
 - SISP Approval
 - Hearing scheduling and details
 - General

Service

- [7] 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.
- [8] DECLARES that sufficient prior notice of the presentation of this Application has been given by the Debtors to interested parties, including the secured creditors which are likely to be affected by the charges created herein.

Application of the CCAA

- [9] DECLARES that the Applicants are debtor companies to which the CCAA applies.
- [10] DECLARES that the Mise-en-cause, Atis LP, shall benefit from the stay of proceedings and other relief granted herein.

Effective Time

- [11] DECLARES that this Order and all of its provisions are effective as of 12:01 a.m. Montréal time, province of Québec, on March 1, 2021 (the "**Effective Time**").

Plan of Arrangement

- [12] DECLARES that the Debtors shall have the sole authority to file with this Court and to submit to their creditors one or more plans of compromise or arrangement (collectively, the "**Plan**") in accordance with the CCAA.

Administrative Consolidation

- [13] ORDERS the consolidation of the CCAA proceedings of the Debtors under one single Court file, in file number 500-11-059536-215.
- [14] ORDERS that all proceedings, filings, and other matters in the CCAA proceedings be filed jointly and together by the Debtors under file number 500-11-059536-215.
- [15] DECLARES that the consolidation of these CCAA proceedings in respect of the Debtors shall be, at this time, for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Debtors including, without limitation, for the purposes of any Plan or Plans that may be hereafter proposed.

Stay of Proceedings against the Debtors and the Property

- [16] ORDERS that, until and including April 30, 2021, or such later date as the Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), including but not limited to seizures, right to distrain, executions, writs of seizure or execution, any and all actions, applications, arbitration proceedings and other lawsuits existing at the time of this Order in which any of the Debtors is a defendant, party or respondent (either individually or with other Persons (as

defined herein below)) shall be commenced or continued against or in respect of the Debtors, or affecting the Debtors' business operations and activities (the "**Business**") or the Property (as defined herein below), including as provided in paragraph [24] herein except with leave of this Court. Any and all Proceedings currently under way against or in respect of the Debtors or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to section 11.1 CCAA.

- [17] ORDERS that the rights of Her Majesty in right of Canada and Her Majesty in right of a Province are suspended in accordance with the terms hereof and the terms and conditions of section 11.09 CCAA.

Stay of Proceedings against Directors and Officers

- [18] ORDERS that during the Stay Period and except as permitted under subsection 11.03(2) of the CCAA, no Proceeding may be commenced, or continued against any former, present or future director or officer of the Debtors nor against any person deemed to be a director or an officer of any of the Debtors under subsection 11.03(3) of the CCAA (each, a "**Director**", and collectively the "**Directors**") in respect of any claim against such Director which arose prior to the Effective Time and which relates to any obligation of the Debtors where it is alleged that any of the Directors is under any law liable in such capacity for the payment of such obligation.

Possession of Property and Operations

- [19] ORDERS that the Debtors shall remain in possession and control of their present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof and all bank accounts (collectively the "**Property**") notwithstanding any enforcement process, including but not limited to seizures, right to distrain, executions, writs of seizure or execution, the whole in accordance with the terms and conditions of this Order.
- [20] ORDERS that each of the Debtors are authorized to complete outstanding transactions and engage in new transactions with other Debtors, and to continue, on and after the date of this Order, to buy and sell goods and services, and allocate, collect and pay costs, expenses and other amounts from and to the other Debtors, or any of them (collectively, the "**Intercompany Transactions**") in the ordinary course of business. All ordinary course Intercompany Transactions among the Debtors shall continue on terms consistent with existing arrangements or past practice, subject to such changes thereto, or to such governing principles, policies or procedures as the Monitor may require, or subject to this Order or further Order of this Court.
- [21] ORDERS that the Debtors shall be entitled to continue to utilize the central cash management system currently in place as described in the Application (the "**Cash Management System**").

- [22] ORDERS that the Debtors shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:
- (a) all outstanding and future wages, salaries, bonuses, expenses, benefits and vacation pay payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
 - (b) the fees and disbursements of any agent, advisor or counsel retained or employed by the Debtors and the Monitor in respect of these proceedings, at their standard rates and charges; and
 - (c) with the consent of the Monitor, amounts owing for goods or services actually supplied to the Debtors prior to the date of this Order by third party suppliers up to a maximum aggregate amount of \$300,000, if, in the opinion of the Debtors, the supplier is critical to the business and ongoing operations of the Debtors and required, in the opinion of the Monitor, to facilitate the Restructuring.
- [23] ORDERS that the Debtors shall, in accordance with legal requirements and only where the following amounts are accrued or collected after the date of this Order, remit or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Québec Pension Plan, and (iv) income taxes; and
 - (b) all goods and services, harmonized sales or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtors and in connection with the sale of goods and services by the Debtors.

No Exercise of Rights or Remedies

- [24] ORDERS that during the Stay Period, and subject to, *inter alia*, subsection 11.1 CCAA, all rights and remedies, including, but not limited to modifications of existing rights and events deemed to occur pursuant to any agreement to which any of the Debtors is a party as a result of the insolvency of the Debtors and/or these CCAA proceedings, any events of default or non-performance by the Debtors or any admissions or evidence in these CCAA proceedings, of any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Debtors, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court.
- [25] DECLARES that, to the extent any rights, obligations, or prescription, time or limitation periods, including, without limitation, to file grievances, relating to the Debtors or any of the Property or the Business may expire (other than pursuant to the terms of any contracts, agreements or arrangements of any nature whatsoever), the term of such

rights, obligations, or prescription, time or limitation periods shall hereby be deemed to be extended by a period equal to the Stay Period. Without limitation to the foregoing, in the event that the Debtors, or any of them, become(s) bankrupt or a receiver as defined in subsection 243(2) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") is appointed in respect of any of the Debtors, the period between the date of this Order and the day on which the Stay Period ends shall not be calculated in respect of the Debtors in determining the 30 day periods referred to in Sections 81.1 and 81.2 of the BIA.

No Interference with Rights

- [26] ORDERS that during the Stay Period, no Person shall discontinue, fail to renew per the same terms and conditions, honour, alter, interfere with, repudiate, resiliate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors, as applicable, and the Monitor, or with leave of this Court.

Continuation of Services

- [27] ORDERS that during the Stay Period and subject to paragraph [29] hereof and subsection 11.01 CCAA, all Persons having verbal or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other goods or services made available to the Debtors, or are in possession of mold of the Debtors, are hereby restrained until further order of this Court from discontinuing, failing to renew per the same terms and conditions, altering, interfering with, terminating the supply, refusing to supply, or, where the case may be, interrupting, delaying or stopping the transit of such goods or services as may be required by the Debtors, and that the Debtors shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, domain names or other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Debtors, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Debtors, as applicable, with the consent of the Monitor, or as may be ordered by this Court.
- [28] ORDERS that, notwithstanding anything else contained herein and subject to subsection 11.01 CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Debtors on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to make further advance of money or otherwise extend any credit to the Debtors.
- [29] ORDERS that, without limiting the generality of the foregoing and subject to Section 21 of the CCAA, if applicable, cash or cash equivalents placed on deposit by any Debtor with any Person during the Stay Period, whether in an operating account or otherwise for itself or for another entity, shall not be applied by such Person in reduction or

repayment of amounts owing to such Person or in satisfaction of any interest or charges accruing in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing itself for the amount of any cheques drawn by an Debtor and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into an Debtor's account until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

- [30] ORDERS that Global Payments Direct, Inc. (the "**Payment Processor**") (a) shall refrain from effecting compensation between (i) any claim of the Payment Processor against any of the Debtors that existed before the Effective Time, including any claim relating to credit card sales made by the Debtors before the Effective Time, and (ii) any claims accrued to any of the Debtors after the Effective Time, including remittances to any of the Debtors relating to credit card sales made by any of the Debtors after the Effective Time; and (b) shall refrain from suspending, delaying or holding back payments to the Debtors.

Non-Derogation of Rights

- [31] ORDERS that, notwithstanding the foregoing, any Person who provided any kind of letter of credit, guarantee or bond (the "**Issuing Party**") at the request of any of the Debtors shall be required to continue honouring any and all such letters, guarantees and bonds, issued on or before the date of this Order, provided that all conditions under such letters, guarantees and bonds are met save and except for defaults resulting from this Order; however, the Issuing Party shall be entitled, where applicable, to retain the bills of lading or shipping or other documents relating thereto until paid.

Interim Financing

- [32] ORDERS that the Debtors are authorized to borrow, repay and reborrow from the Bank of Nova Scotia (the "**Interim Lender**") such amounts from time to time as they may consider necessary or desirable, up to a maximum principal amount of \$6,250,000 outstanding at any time, on the terms and conditions as set forth in the Interim Financing Term Sheet, Exhibit P-11 (the "**Interim Financing Term Sheet**") and in the Interim Financing Documents (as defined herein below), to fund the ongoing expenditures of the Debtors and to pay such other amounts as are permitted by the terms of this Order and the Interim Financing Documents (as defined herein below) (the "**Interim Facility**").
- [33] ORDERS that the Debtors are authorized to execute and deliver such credit agreements, security documents and other definitive documents including restructuring agreements and other agreements related to the Senior Credit Agreement (collectively the "**Interim Financing Documents**") as may be required by the Interim Lender in connection with the Interim Facility, the Interim Financing Term Sheet, the Senior Credit Agreement and the Senior Security (as defined in the Interim Financing Term Sheet) and the Debtors are authorized to perform all of its obligations under the Interim Financing Documents.
- [34] ORDERS that the Debtors shall pay to the Interim Lender, when due, all amounts owing (including principal, interest, fees and expenses, including without limitation, all

reasonable fees and disbursements of counsel and all other reasonably required advisers to or agents of the Interim Lender on a full indemnity basis (the "**Interim Lender Expenses**") under the Interim Financing Documents and shall perform all of its other obligations to the Interim Lender pursuant to the Interim Financing Term Sheet, the Interim Financing Documents and this Order.

- [35] DECLARES that all of the Property of the Debtors is subject to a charge, hypothec and security (collectively, a "**Charge**") to the extent of the aggregate amount of \$7,500,000 (the "**Interim Lender Charge**") in favour of the Interim Lender as security for all obligations of the Debtors to the Interim Lender with respect to all amounts owing (including principal, interest and the Interim Lender Expenses) under or in connection with the Interim Financing Term Sheet and the Interim Financing Documents. The Interim Lender Charge shall have the priority established by paragraphs [70] and [71] of this Order.
- [36] ORDERS that the claims of the Interim Lender pursuant to the Interim Financing Documents shall not be compromised or arranged pursuant to the Plan or these proceedings and the Interim Lender, in that capacity, shall be treated as an unaffected creditor in these proceedings and in any Plan.
- [37] ORDERS that the Interim Lender may:
- (a) notwithstanding any other provision of this Order, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the Interim Lender Charge and the Interim Financing Documents in all jurisdictions where it deems it is appropriate; and
 - (b) notwithstanding the terms of the paragraph to follow, refuse to make any advance to the Debtors if they fail to meet the provisions of the Interim Financing Term Sheet and the Interim Financing Documents.
- [38] ORDERS the Land Registrar of the Land Registry Office for the Registry Divisions of Lotbinière, Lévis and Québec to publish the initial order rendered in the present matter on February 19, 2021 by the Honourable Peter Kalichman (the "**Initial Order**") as well as this Order on the Land Register on the following immovables:

DESCRIPTION

- A) Immovable property fronting on Du Terroir Street, in the City of Lévis, Province of Québec, known and designated as being lot TWO MILLION FOUR HUNDRED AND THIRTY-ONE THOUSAND SIX HUNDRED AND ONE (2 431 601) of the Cadastre of Québec, Registration Division of Lévis.

With building(s) constructed thereon having the address 12 Du Terroir Street (formerly 12, rue du Vallon Est), in the City of Lévis, Province of Québec, G6V 9J3.

- B) Immovable property fronting on Henri-Bourassa Boulevard, in the City of Québec, Province of Québec, known and designated as being composed of lots ONE MILLION THIRTY-SEVEN THOUSAND THREE HUNDRED AND THIRTEEN (1 037 313), ONE MILLION THREE HUNDRED AND SIXTEEN THOUSAND AND

NINETY-FIVE (1 316 095) and THREE MILLION THREE HUNDRED AND FIFTEEN THOUSAND THREE HUNDRED AND SEVENTY-SIX (3 315 376), all of the Cadastre of Québec, Registration Division of Québec.

With building(s) constructed thereon having the address 2780 Henri-Bourassa Boulevard, in the City of Québec, Province of Québec, G1J 3X3.

- C) Immovable property fronting on Industrial Street, in the Municipality of Saint-Apollinaire, Province of Québec, known and designated as being composed of lots THREE MILLION THREE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED AND THREE (3 383 303), THREE MILLION THREE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED AND TWENTY-FIVE (3 383 325) and THREE MILLION THREE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED AND FIFTY-SEVEN (3 383 457), all of the Cadastre of Québec, Registration Division of Lotbinière.

With the building(s) erected thereon and bearing civic number 39 Industrial Street, in the Municipality of Saint-Apollinaire, Province of Québec, G0S 2E0.

- D) Immovable property fronting on Industrial Street, in the Municipality of Saint-Apollinaire, Province of Québec, known and designated as being lot THREE MILLION THREE HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED AND SEVENTY NINE (3 383 279), of the Cadastre of Québec, Registration Division of Lotbinière.

With the building(s) erected thereon and bearing civic number 110 Industrial Street, in the Municipality of Saint-Apollinaire, Province of Québec, G0S 2E0.

- E) An immovable property being a vacant land fronting on Industrial Street, in the Municipality of Saint-Apollinaire, Province of Québec, known and designated as being lot THREE MILLION THREE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED AND SEVENTY-NINE (3 383 379) of the Cadastre of Québec, Registration Division of Lotbinière.

[39] ORDERS the Quebec Personal and Movable Real Rights Registrar to register the Initial Order as well as this Order.

[40] ORDERS that the Interim Lender shall not take any enforcement steps under the Interim Financing Documents or the Interim Lender Charge without providing at least 3 business days written notice (the "**Notice Period**") of a default thereunder to the Debtors, the Monitor and to creditors whose rights are registered or published at the appropriate registers or requesting a copy of such notice. Upon expiry of such Notice Period, the Interim Lender shall be entitled to take any and all steps under the Interim Financing Documents and the Interim Lender Charge and otherwise permitted at law, but without having to send any demands under Section 244 of the BIA and upon the Interim Lender taking such steps, the Secured Lenders shall be entitled to take any and all steps under the loan documents and otherwise permitted at law, but without having to send any demands under Section 244 of the BIA.

- [41] ORDERS that, subject to further order of this court, no order shall be made varying, rescinding, or otherwise affecting paragraphs [32] to [41] hereof unless either (a) notice of a motion for such order is served on the Interim Lender by the moving party within seven (7) days after that party was served with the order or (b) the Interim Lender applies for or consents to such order.

Directors' and Officers' Indemnification and Charge

- [42] ORDERS that the Debtors shall indemnify their Directors from all claims relating to any obligations or liabilities they may incur and which have accrued by reason of or in relation to their respective capacities as directors or officers of the Debtors after the Effective Time, except where such obligations or liabilities were incurred as a result of such Director's gross negligence, willful misconduct or gross or intentional fault as further detailed in Section 11.51 CCAA.
- [43] ORDERS that the Directors of the Debtors shall be entitled to the benefit of and are hereby granted a Charge in the Property to the extent of the aggregate amount of \$2,250,000 (the "**Directors' Charge**"), as security for the indemnity provided in paragraph [42] hereof as it relates to obligations and liabilities that the Directors may incur in such capacity after the Effective Time, having the priority established by paragraphs [70] and [71] of this Order.
- [44] ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Directors shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the Directors are entitled to be indemnified in accordance with paragraph [42] of this Order.

KERP and KERP Charge

- [45] ORDERS that the terms and conditions of the Key Employee Bonus Agreement (the "**KERP**"), filed under seal as Exhibit P-12 to the Application, are hereby ratified and that the Debtors are authorized to perform their obligations thereunder, including making all payments required in accordance with the terms thereof and DECLARES that the KERP contains sensitive and confidential information and shall be sealed in the Court file in this proceedings and segregated from, and not form part of, the public record.
- [46] ORDERS that the employees eligible under the KERP shall be entitled to the benefit of and are hereby granted a Charge in the Property to the extent of the aggregate amount of \$500,000 (the "**KERP Charge**"), as security for the payment of the obligations of the Debtors provided thereunder. The KERP Charge shall have the priority established by paragraphs [70] and [71] of this Order.

Restructuring

- [47] DECLARES that, to facilitate the orderly restructuring of their business and financial affairs (the "**Restructuring**") but subject to such requirements as are imposed by the

CCAA, the Debtors shall have the right, subject to approval of the Monitor or further order of the Court, to:

- (a) permanently or temporarily cease, downsize or shut down any of their operations or locations as they deem appropriate and make provision for the consequences thereof in the Plan;
- (b) pursue all avenues to finance or refinance, market, convey, transfer, assign or in any other manner dispose of the Business or Property, in whole or part, subject to further order of the Court and sections 11.3 and 36 CCAA, and under reserve of subparagraph (c);
- (c) convey, transfer assign, lease, or in any other manner dispose of the Property, outside the ordinary course of business, in whole or in part, provided that the price in each case does not exceed \$250,000 or \$1,000,000 in the aggregate. The proceeds of any such disposition shall be applied in reduction of the amounts owed to the Bank under the Senior Credit Agreement;
- (d) terminate the employment of such of their employees or temporarily or permanently lay off such of their employees as they deem appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Debtors, as applicable, and such employee, or failing such agreement, make provision to deal with, any consequences thereof in the Plan, as the Debtors may determine;
- (e) subject to the provisions of section 32 CCAA, disclaim or resiliate, any of their agreements, contracts or arrangements of any nature whatsoever, with such disclaimers or resiliation to be on such terms as may be agreed between the Debtors, as applicable, and the relevant party, or failing such agreement, to make provisions for the consequences thereof in the Plan; and
- (f) subject to section 11.3 CCAA, assign any rights and obligations of Debtors.

[48] DECLARES that, if a notice of disclaimer or resiliation is given to a landlord of any of the Debtors pursuant to section 32 of the CCAA and subsection [47](e) of this Order, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours by giving such Debtor and the Monitor 24 hours' prior written notice and (b) at the effective time of the disclaimer or resiliation, the landlord shall be entitled to take possession of any such leased premises and re-lease any such leased premises to third parties on such terms as any such landlord may determine without waiver of, or prejudice to, any claims or rights of the landlord against the Debtors, provided nothing herein shall relieve such landlord of their obligation to mitigate any damages claimed in connection therewith.

[49] DECLARES that, in order to facilitate the Restructuring, the Debtors may, subject to the approval of the Monitor, or further order of the Court, settle claims of customers and suppliers that are in dispute.

- [50] DECLARES that, pursuant to sub-paragraph 7(3)(c) of the Personal Information Protection and Electronic Documents Act, SC 2000, c 5, the Debtors are permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in their possession or control to stakeholders or prospective investors, financiers, buyers or strategic partners and to their advisers (individually, a "**Third Party**"), but only to the extent desirable or required to negotiate and complete the Restructuring or the preparation and implementation of the Plan or a transaction for that purpose, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with the Debtors binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the transaction or Restructuring then under negotiation. Upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to the Debtors or destroyed. In the event that a Third Party acquires personal information as part of the Restructuring or the preparation or implementation of the Plan or a transaction in furtherance thereof, such Third Party may continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Debtors.

Powers of the Monitor

- [51] ORDERS that Raymond Chabot Inc. is hereby appointed to monitor the business and financial affairs of the Debtors as an officer of this Court (the "**Monitor**") and that the Monitor, in addition to the prescribed powers and obligations, referred to in Section 23 of the CCAA:
- (a) shall, as soon as practicable, (i) publish once a week for two (2) consecutive weeks or as otherwise directed by the Court, in La Presse+ and the Globe & Mail National Edition and (ii) within five (5) business days after the date of this Order (A) post on the Monitor's website (the "**Website**") a notice containing the information prescribed under the CCAA, (B) make this Order publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the Debtors of more than \$1,000, advising them that this Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder;
 - (b) shall supervise the Debtors' receipts and disbursements;
 - (c) shall assist the Debtors, to the extent required by the Debtors, in dealing with their creditors and other interested Persons during the Stay Period;
 - (d) shall assist the Debtors, to the extent required by the Debtors, with the preparation of their cash flow projections and any other projections or reports and the development, negotiation and implementation of the Plan;

- (e) shall advise and assist the Debtors, to the extent required by the Debtors, to review the Debtors' business and assess opportunities for cost reduction, revenue enhancement and operating efficiencies;
- (f) shall assist the Debtors, to the extent required by the Debtors, with the Restructuring and in their negotiations with their creditors and other interested Persons and with the holding and administering of any meetings held to consider the Plan;
- (g) shall report to the Court on the state of the business and financial affairs of the Debtors or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order and may file consolidated reports for the Debtors;
- (h) shall report to this Court and interested parties, including but not limited to creditors affected by the Plan, with respect to the Monitor's assessment of, and recommendations with respect to, the Plan;
- (i) may retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of this Order, including, without limitation, one or more entities related to or affiliated with the Monitor;
- (j) may engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of its powers or the discharge of its obligations in these proceedings and any related proceeding, under this Order or under the CCAA;
- (k) may hold and administer funds in connection with arrangements made among the Debtors, any counterparties and the Monitor, or by Order of this Court;
- (l) may file a motion pursuant to section 243 of the BIA seeking its appointment as receiver over *de minimis* property of the Debtors (in such capacity, the "Receiver" and the proceedings thereunder, the "**Receivership Proceedings**") for the sole purpose of allowing the employees of the Debtors to benefit from those payments provided under the *Wage Earner Protection Program Act* (S.C. 2005, c. 47, s. 1); and
- (m) may perform such other duties as are required by this Order or the CCAA or by this Court from time to time.

[52] ORDERS that, in addition with the powers provided for in paragraph [51] of this Order, the Monitor shall also be authorized, but not required, to exercise the following powers for and on behalf of the Debtors:

- (a) supervise the financial affairs and operations of the Debtors;

- (b) execute and deliver the Interim Financing Documents, as provided for by this Order;
- (c) execute any necessary amendments to the KERP, as provided for by this Order;
- (d) exercise all rights granted to the Debtors pursuant to this Order including, for greater certainty, the rights granted to the Debtors under paragraph [47] of this Order;
- (e) execute such documents as may be necessary in connection with any proceedings before, or order of, the Court;
- (f) take steps for the preservation and protection of the Property;
- (g) negotiate and enter into agreements with respect to the Property;
- (h) apply to the Court for any vesting order or any other order which may be necessary or appropriate in order to convey the Property to a purchaser or purchasers thereof;
- (i) take any steps required to be taken by the Debtors under any order of the Court;
- (j) may act as "foreign representative" of the Debtors or in any other similar capacity in any insolvency, bankruptcy or reorganization proceedings outside of Canada; and
- (k) take any steps, enter into any agreements or incur any obligations necessary or incidental to the exercise of the aforesaid powers.

Unless expressly authorized to do so by this Court, the Monitor shall not take possession of the Property nor shall the Monitor be deemed to have done so.

- [53] **ORDERS** that no provision of this Order is intended to appoint the Monitor as an officer, director or employee of any of the Debtors or to create a fiduciary duty to any party including, without limitation, any creditor or shareholder of the Debtors and **ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of any of the Debtors and any distribution made to creditors of the Debtors will be deemed to have been made by the Debtors.
- [54] **ORDERS** that the Debtors and their Directors, employees and agents, accountants, auditors and all other Persons having notice of this Order shall forthwith provide the Monitor with unrestricted access to all of the Business and Property, including, without limitation, the premises, books, records, data, including data in electronic form, and all other documents of the Debtors in connection with the Monitor's duties and responsibilities hereunder.
- [55] **DECLARES** that the Monitor may provide creditors and other relevant stakeholders of the Debtors with information in response to requests made by them in writing addressed to the Monitor and copied to the counsel for the Debtors. In the case of information that

the Monitor has been advised by the Debtors is confidential, proprietary or competitive, the Monitor shall not provide such information to any Person without the consent of the Debtors unless otherwise directed by this Court.

- [56] DECLARES that no action or other proceedings shall be commenced against the Monitor relating to its appointment, its conduct as Monitor or the carrying out of the provisions of any order of this Court, except with prior leave of this Court, on at least seven days' notice to the Monitor and its counsel. The entities related to or affiliated with the Monitor shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.
- [57] ORDERS that the Debtors shall pay the reasonable fees and disbursements of the Monitor, the Monitor's legal counsel, the Receiver, the Receiver's legal counsel, the Debtors' legal counsel and other advisers, directly related to these proceedings, the Receivership Proceedings, the Plan and the Restructuring, whether incurred before or after this Order, and shall be authorized to provide each with a reasonable retainer in advance on account of such fees and disbursements, if so requested.
- [58] DECLARES that the Monitor as well as the Monitor's legal counsel (Fasken Martineau DuMoulin LLP), the Receiver, the Receiver's legal counsel (Fasken Martineau DuMoulin LLP), and the Debtors' legal counsel (McCarthy Tétrault LLP), as security for the professional fees and disbursements incurred both before and after the making of this Order and directly related to these proceedings, the Receivership Proceedings, the Plan and the Restructuring, be entitled to the benefit of and are hereby granted a Charge in the Property to the extent of the aggregate amount of \$450,000 (the "**Administration Charge**"), having the priority established by paragraphs [70] and [71] of this Order.
- [59] ORDERS that the Monitor shall be entitled to the benefit of and is hereby granted a Charge in the Property (the "**Monitor's Charge**") to the extent of the aggregate amount of \$1,500,000, as security for the payment of any obligation contracted by the Monitor and evidenced by the Certificate of the Monitor attached hereto as **Schedule "A"** (the "**Certificate**"), having the priority established by paragraphs [70] and [71] of this Order. A Certificate can only be issued by the Monitor with the prior consent of the Senior Lender and the CRO. The aggregate amount of the Certificates issued by the Monitor at any given time, will not exceed \$1,500,000. The Monitor will issue a certificate in favour of a supplier only if it is satisfied that (i) the merchandise manufactured by the supplier that is specifically tailored to the needs of the Debtors and (ii) one or more of the following applies to such supplier:
- (a) suppliers with significant lead-times for production and important minimum orders;
 - (b) suppliers which cannot be easily or quickly substituted; and
 - (c) suppliers who are essential to the Debtors' operations.

For greater certainty, the indemnity provided for by the Certificate is limited to the merchandise manufactured by the supplier that is specifically tailored to the needs of the Debtors.

Chief Restructuring Officer

- [60] CONFIRMS and RATIFIES the appointment of Solstice groupe conseil Inc. (Mr. Claude Rouleau) as Chief Restructuring Officer ("**CRO**") of the Debtors.
- [61] ORDERS that the Letter of Engagement of the CRO dated December 10, 2020, Exhibit P-5 to the Application (the "**CRO Agreement**"), is approved and the Debtors are authorized to continue to perform all of their obligations pursuant to the CRO Agreement.
- [62] ORDERS that the Debtors and their Directors, officers, employees and agents, accountants, auditors and all other Persons having notice of this Order shall cooperate with the CRO and forthwith provide the CRO with unrestricted access to all of the Business and Property, including, without limitation, the premises, books, records, data, including data in electronic form, and all other documents of the Debtors.
- [63] ORDERS that the Debtors shall pay the reasonable fees and disbursements of the CRO in accordance with the terms of the CRO Agreement, whether incurred before or after this Order, and shall be authorized to provide the CRO with a reasonable retainer in advance on account of such fees and disbursements, if so requested.
- [64] ORDERS that neither the CRO nor any employee or agent of the CRO shall be deemed to be a director or trustee of the Debtors.
- [65] ORDERS that neither the CRO, nor any officer, director, employee, or agent of the CRO, including, without limitation, Mr. Claude Rouleau, shall incur any liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any liability or obligation incurred as a result of gross negligence or wilful misconduct on its or their part.
- [66] ORDERS that during the Stay Period no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO and any directors, officers, employees or agents of the CRO who may assist the CRO with the exercise of its powers and obligations under this Order or the CRO Agreement (the "**CRO Indemnified Parties**") that in any way relates to the Debtors, and all rights and remedies of any Person against or in respect of the CRO Indemnified Parties that in any way relate to the Debtors are hereby stayed and suspended, except with the written consent of the CRO or with leave of this Court on notice to the CRO and the Monitor. Notice of any such application seeking leave of this Court shall be served upon the CRO, the Monitor and the Debtors at least seven (7) days prior to the return date of any such application for leave.
- [67] ORDERS that the Debtors' indemnity in favour of the CRO, as described in the CRO Agreement (the "**CRO Indemnity**"), except where such obligations or liabilities were incurred as a result of the CRO's gross negligence, willful misconduct or gross or intentional fault, shall survive any termination, replacement or discharge of the CRO.
- [68] DECLARES that the CRO, as security for the professional fees and disbursements incurred both before and after the making of this Order and directly related to the CRO's

mandate, as detailed in the CRO Agreement, and as security for the CRO Indemnity, be entitled to the benefit of and is hereby granted a Charge in the Property to the extent of the aggregate amount of \$750,000 (the "**CRO Charge**"), having the priority established by paragraphs [70] and [71] of this Order.

Customer Deposits and Pre-Payments

[69] AUTHORIZES, notwithstanding anything to the contrary in this Order, the Debtors to continue, to the extent possible, to honour or comply with any customer deposits and pre-payments.

Priorities and General Provisions Relating to CCAA Charges

[70] ORDERS and DECLARES that each of the CCAA Charges shall constitute a Charge on the Property and shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property whether or not charged by such Encumbrances, except that the Interim Lender Charge shall rank after the Encumbrances securing any obligation, liability or indebtedness pursuant to the credit agreement dated as of July 14, 2017 was entered into between Atis Group Inc. as borrower, the guarantors from time to time party thereto, as guarantors, the Bank of Nova Scotia, as Administrative Agent and Lender (the "**Bank**") as amended by the Amending Agreement No. 1 dated August 3, 2018, by the waiver letter dated June 12, 2019 issued by the Administrative Agent to the Credit Parties and accepted by the Credit Parties on June 27, 2019, by the letter of default dated October 7, 2019 issued by the Administrative Agent to the Credit Parties and accepted by the Credit Parties on October 11, 2019 and by the amendment letter dated November 8, 2019 and by a forbearance agreement dated August 15, 2020, as amended, restated, supplemented, replaced or otherwise modified from time to time (the "**Senior Credit Agreement**") (the "**Senior Security**").

[71] DECLARES that the priorities of the Administration Charge, the Directors' Charge, the Monitor's Charge, the KERP Charge, and the Interim Lender Charge (collectively, the "**CCAA Charges**"), as well as the Senior Security, as between them with respect to any Property to which they apply, shall be as follows:

- (a) first, the Administration Charge;
- (b) second, the CRO Charge;
- (c) third, the KERP Charge;
- (d) fourth, the Directors' Charge;
- (e) fifth, the Monitor's Charge;
- (f) sixth, the Senior Security; and
- (g) seventh, the Interim Lender Charge.

- [72] ORDERS that, except as otherwise expressly provided for herein or ordered by this Court, the Debtors shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with, any of the CCAA Charges unless the Debtors, as applicable, obtain the prior written consent of the Monitor and the beneficiaries of the CCAA Charges.
- [73] DECLARES that each of the CCAA Charges shall attach, as of the Effective Time, to all present and future Property of the Debtors, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.
- [74] DECLARES that the CCAA Charges and the rights and remedies of the beneficiaries of the CCAA Charges, as applicable, shall be valid and enforceable and not otherwise be limited or impaired in any way by: (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such application(s) or any assignment(s) in bankruptcy made or deemed to be made in respect of any of the Debtors; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the Debtors (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:
- (a) the creation of any of the CCAA Charges shall not create nor be deemed to constitute a breach by the Debtors of any Third Party Agreement to which any of the Debtor is a party; and
 - (b) the beneficiaries of the CCAA Charges shall not have any liability to any Debtors whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.
- [75] DECLARES that notwithstanding: (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such application(s) or any assignment(s) in bankruptcy made or deemed to be made in respect of any of the Debtor; and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by any of the Debtor pursuant to this Order and the granting of the CCAA Charges, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.
- [76] DECLARES that the CCAA Charges shall be valid and enforceable as against all Property of the Debtors and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Debtors.

SISP Approval

- [77] APPROVES the sale and investment solicitation process in respect of the Debtors (the "**SISP**") and its implementation in accordance with the Sale and Investment Solicitation Process Procedures attached hereto as **Schedule "B"** (the "**SISP**")

Procedures").

- [78] AUTHORIZES and DIRECTS the Monitor to take such steps or actions as it consider necessary or desirable in carrying out the SISF in accordance with the SISF Procedures.
- [79] ORDERS that at any time during the implementation of the SISF, the Monitor may apply to the Court for advice and directions in respect of the SISF.

Hearing scheduling and details

- [80] ORDERS that, subject to further Order of this Court, all applications in these CCAA proceedings are to be brought on not less than five (5) business days' notice to all Persons on the service list. Each application shall specify a date (the "**Initial Hearing Date**") and time (the "**Initial Hearing Time**") for the hearing and must be communicated along with all materials that are required for a full comprehension of the application, including, if necessary, a report of the Monitor.
- [81] ORDERS that any Person wishing to object to the relief sought on an application in these CCAA proceedings must serve a detailed written contestation stating the objection to the application and the grounds for such objection (a "**Contestation**") in writing to the moving party, the Debtors and the Monitor, with a copy to all Persons on the service list, no later than 5 p.m. Montréal Time on the date that is three (3) business days prior to the Initial Hearing Date (the "**Objection Deadline**").
- [82] ORDERS that, if no Contestation is served by the Objection Deadline, the Judge having carriage of the application (the "**Presiding Judge**") may determine: (a) whether a hearing is necessary; (b) whether such hearing will be in person, by videoconference, by telephone or by written submissions only; and (c) the parties from whom submissions are required (collectively, the "**Hearing Details**"). In the absence of any such determination, a hearing will be held in the ordinary course.
- [83] ORDERS that, if no Contestation is served by the Objection Deadline, the Debtors shall communicate with the Presiding Judge regarding whether a determination has been made by the Presiding Judge concerning the Hearing Details. The Debtors shall thereafter advise the service list of the Hearing Details and the Debtors shall report upon its dissemination of the Hearing Details to the Court in a timely manner.
- [84] ORDERS that, if a Contestation is served by the Objection Deadline, the interested parties shall appear before the Presiding Judge on the Initial Hearing Date at the Initial Hearing Time, or such earlier or later time as may be directed by the Court, to, as the Court may direct: (a) proceed with the hearing on the Initial Hearing Date and at the Initial Hearing Time; or (b) establish a schedule for the delivery of materials and the hearing of the contested application and such other matters, including interim relief, as the Court may direct.

General

- [85] ORDERS that no Person shall commence, proceed with or enforce any Proceedings

against any of the Directors, employees, legal counsel or financial advisors of the Debtors or of the Monitor in relation to the Business or Property of the Debtors, without first obtaining leave of this Court, upon ten (10) days' written notice to the Debtors counsel, the Monitor's counsel, and to all those referred to in this paragraph whom it is proposed be named in such Proceedings.

- [86] DECLARES that this Order and any proceeding or affidavit leading to this Order, shall not, in and of themselves, constitute a default or failure to comply by the Debtors under any statute, regulation, licence, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.
- [87] DECLARES that, except as otherwise specified herein, the Debtors and the Monitor are at liberty to serve any notice, proof of claim form, proxy, circular or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of the Debtors and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.
- [88] DECLARES that the Debtors and any party to these proceedings may serve any court materials in these proceedings on all represented parties electronically, by emailing an electronic copy of such materials to counsels' email addresses.
- [89] DECLARES that, unless otherwise provided herein, under the CCAA, or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings, unless such Person has served a Notice of Appearance on counsel for the Debtors and counsel for the Monitor and has filed such notice with this Court, or appears on the service list prepared by counsel for the Monitor, save and except when an order is sought against a Person not previously involved in these proceedings.
- [90] DECLARES that the Debtors or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice only to each other.
- [91] DECLARES that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
- [92] AUTHORIZES Atis Group Inc. 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 this Order and any subsequent orders of this Court and, without limitation to the foregoing, any orders under Chapter 15 of the U.S. Bankruptcy Code, including an order for recognition of these CCAA proceedings as "Foreign Main Proceedings" in the United States of America pursuant to Chapter 15 of the U.S. Bankruptcy Code, and for which Atis Group Inc. shall be the foreign representative of the Debtors (the "**Foreign Representative**"). All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Debtors and the

Foreign Representative as may be deemed necessary or appropriate for that purpose.

- [93] REQUESTS the aid and recognition of any Court, tribunal, regulatory or administrative body in Canada, the United States of America or elsewhere, to give effect to this Order and to assist the Debtors, the Monitor and their respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, and the Monitor as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor or the authorized representative of the Debtors in any foreign proceeding, to assist the Debtors, and the Monitor, and to act in aid of and to be complementary to this Court, in carrying out the terms of this Order.
- [94] DECLARES that, for the purposes of any applications authorized by paragraphs [92] and [93], Debtors' centre of main interest is located in the province of Québec, Canada.
- [95] ORDERS that Exhibit P-5, Exhibit P-6, Exhibit P-11, Exhibit P-12, Schedule A and Schedule B to the Report prepared by the Proposed Monitor, Exhibit P-10 filed in support of the Application and Schedule A to the First Report of the Monitor dated February 28, 2021 are confidential and are filed under seal.
- [96] ORDERS the provisional execution of this Order notwithstanding any appeal.



The Honourable Peter Kalichman, J.S.C.

Schedule A

Certificate of Indemnity

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

Canada
Province of Québec
District of Montréal
No: 500-11-059536-215

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

and

[Supplier][Address]

Supplier

CERTIFICATE OF INDEMNITY

WHEREAS on February 19, 2021, the Superior Court of Québec (Commercial Division) (the "**Court**") rendered an initial order (as amended and restated from time to time, the "**Initial Order**") in respect 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. Vitrierie Lévis Inc. and Atis LP (collectively, the "**Atis Group**") commencing proceedings under *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and appointing Raymond Chabot Inc. as monitor (the

"Monitor").

WHEREAS pursuant to paragraph [●] of the Initial Order, the Court granted a priority charge on the Property (as defined in the Initial Order) of Atis Group in the aggregate amount of \$1,500,000 (the **"Monitor's Charge"**) to secure any obligation contracted by the Monitor in the course of the execution of its mandate.

WHEREAS Atis Group has placed an order with the Supplier (as defined hereinafter) for the supply of merchandise.

Supplier:	[Supplier] (the "Supplier")
Description of Merchandise:	[Description of the goods and/or services to be provided, including any and all P.O. numbers, as applicable] (the "Merchandise")
Indemnity Amount:	\$● (the "Indemnity Amount")

The Monitor hereby undertakes to indemnify the Supplier, up to the Indemnity Amount, for the non payment by Atis Group of the Merchandise (the **"Indemnity"**). The Indemnity shall become effective on the date that this Certificate of Indemnity is accepted by the Supplier.

In consideration for the Indemnity, the Supplier undertakes to continue to provide merchandise to Atis Group on terms and conditions that are consistent with existing contractual arrangements.

The Supplier hereby acknowledges that any claim under the Indemnity is limited to unpaid amounts for the Merchandise, or any part thereof, for which the Supplier has initiated the production.

The Supplier hereby further acknowledges that his only recourse against the Monitor in the event of non payment of the Merchandise, or any part thereof, by Atis Group is limited to the amount recovered by the Monitor as beneficiary of the Monitor's Charge, up to the Indemnity Amount.

At the date of the payment by Atis Group of the Merchandise covered by this Certificate of Indemnity, the Indemnity shall immediately cease to be effective and will become null and void. At such time, a Notice of Termination of Indemnity will be sent by the Monitor to the Supplier confirming that the Monitor has no obligation to the Supplier resulting from this Certificate of Indemnity.

In the event the proceeds of the Property are not sufficient to cover the indemnities contracted by the Monitor in the context of his mandate, the proceeds of the Property shall be shared between the suppliers benefiting for such indemnities ratably pro-rata the amount of the indemnity as mentioned in the certificates of indemnity issued by the Monitor.

Dated at Montréal, Québec, on ●, 2021.

**Raymond Chabot Inc., in its capacity as
Monitor of Atis Group and not in its
personal capacity**

Per: _____
Title: Monitor's representative responsible for the
proceedings

Atis Group approves this Certificate of Indemnity.

Dated at Montréal, Québec, on ●, 2021.

**Atis Group Inc., 10422916 Canada Inc.,
8528853 Canada Inc., 9060642 Canada
Inc., 9092455 Canada Inc., Distributeur
Vitro Clair Inc., Solarcan Architectural
Holding Limited, Vitrierie Lévis Inc.,
Vitrotec Portes & Fenêtres Inc. and Atis
LP**

Per: _____
Title: Chief Restructuring Officer

Accepted by [Supplier] on this __ day of March, 2021.

[Supplier]

Per: _____
Title:

**COUR SUPERIEURE
(CHAMBRE COMMERCIALE)**

Canada
Province de Québec
District de Montréal
No: 500-11-059536-215

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.

Débitrices

et

Atis LP

Mise-en-cause

et

Raymond Chabot Inc.

Contrôleur

et

[Supplier][Address]

Fournisseur

CERTIFICAT D'INDEMNISATION

ATTENDU QUE le 19 février 2021, la Cour supérieure du Québec (Chambre commerciale) (la « **Cour** ») a rendu un ordonnance initiale (telle qu'amendée et reformulée de temps en temps, l'« **Ordonnance initiale** ») à l'égard du Groupe Atis Inc., 10422916 Canada Inc., 8528853 Canada Inc. (f.a.s.r.s. Altek Windows & Doors), 9060642 Canada Inc., 9092455 Canada Inc. (f.a.s.r.s. Alweather Windows & Doors), Distributeur Vitro Clair Inc., Solarcan Architectural Holding Limited, Vitrotec Portes & Fenêtres Inc. Vitrierie Lévis Inc. et Atis S.E.C. (collectivement, le « **Groupe Atis** ») commençant des procédures en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») et nommant Raymond Chabot inc. en tant que contrôleur (le « **Contrôleur** »).

ATTENDU QU'EN vertu du paragraphe [●] de l'Ordonnance initiale, la Cour a octroyé un charge sur les Biens (tel que défini à l'Ordonnance initiale) du Groupe Atis jusqu'à concurrence d'une somme de 1 500 000\$ (la « **Charge du Contrôleur** ») afin de garantir les obligations contractées par le Contrôleur dans le cadre de l'exécution de son mandat.

ATTENDU QUE Groupe Atis a placé une commande auprès du Fournisseur (tel que défini ci-après) pour la fourniture de marchandises.

Fournisseur:	[Nom du fournisseur] (le « Fournisseur »)
Description de la marchandise:	[Description des biens et/ou services à être fournis, incluant tous les numéros de bon de commande, tel qu'applicable] (la « Marchandise »)
Montant de l'indemnité:	\$● (le « Montant de l'indemnité »)

Le Contrôleur s'engage à indemniser le Fournisseur, jusqu'à concurrence du Montant de l'indemnité, pour le non paiement par le Groupe Atis de la Marchandise (l'« **Indemnité** »). L'indemnité prend effet à la date d'acceptation du présent certificat d'indemnisation par le Fournisseur.

En contrepartie de l'Indemnité, le Fournisseur s'engage à continuer à fournir des marchandises au Groupe Atis selon des modalités et conditions conformes aux dispositions contractuelles existantes.

Le Fournisseur reconnaît par les présentes que toute réclamation en vertu de l'Indemnité est limitée aux montants impayés pour la Marchandise, ou toute partie de celle-ci, pour laquelle le Fournisseur a commencé la production.

Le Fournisseur reconnaît en outre que son seul recours contre le Contrôleur en cas de non paiement de la Marchandise, ou d'une partie de celle-ci, par le Groupe Atis est limité au montant recouvré par le Contrôleur en tant que bénéficiaire de la Charge du Contrôleur, jusqu'à concurrence du Montant de l'Indemnité.

À la date du paiement par Groupe Atis de la Marchandise couverte par ce Certificat d'indemnisation, l'Indemnité cesse immédiatement d'être effective et sera nulle et non avenue. À ce moment, un avis de résiliation de l'Indemnité sera transmis par le Contrôleur au Fournisseur confirmant que le Contrôleur n'a plus d'obligation envers le Fournisseur découlant du Certificat d'indemnisation.

Dans le cas où le produit des Biens n'est pas suffisant pour couvrir les indemnités contractées par le Contrôleur dans le cadre de l'exercice de son mandat, le produit des Biens sera partagé entre les fournisseurs bénéficiaires de ces indemnités au prorata du montant de l'indemnité tel que mentionné dans les certificats d'indemnisation émis par le Contrôleur.

Montréal, Québec, le ●, 2021.

**Raymond Chabot inc., en sa qualité de
Contrôleur du Groupe Atis et non en sa
qualité personnelle**

Par: _____
Titre: Représentant du Contrôleur responsable des
procédures

Groupe Atis approuve ce Certificat d'indemnisation.

Montréal, Québec, le ●, 2021.

**Atis Group Inc., 10422916 Canada Inc.,
8528853 Canada Inc., 9060642 Canada
Inc., 9092455 Canada Inc., Distributeur
Vitro Clair Inc., Solarcan Architectural
Holding Limited, Vitrierie Lévis Inc.,
Vitrotec Portes & Fenêtres Inc. et Atis LP**

Par: _____
Titre: Claude Rouleau
Chef de la restructuration

Accepté par [Fournisseur] ce __ mars 2021.

[Fournisseur]

Par: _____
Titre:

Schedule B
SISP Procedures

**PROCEDURES OF THE
SALE AND INVESTMENT SOLICITATION PROCESS
ATIS GROUP ET AL**

Recitals

- A. On February 19, 2021, Atis Group Inc., Atis LP, 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. and Vitrotec Portes & Fenêtres Inc. (collectively, “**Atis Group**”) obtained protection from its creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the “**CCAA**”) pursuant to the provisions of an order (as amended and restated on March 1st, 2021 and as it may be amended, restated or supplemented from time to time, the “**Initial Order**”) of the Québec Superior Court (Commercial Division) in the District of Montréal (the “**Court**”).
- B. Pursuant to the Initial Order, Raymond Chabot Inc. was appointed by the Court as monitor (in its capacity as monitor and not in its personal capacity, the “**Monitor**”) to the proceedings under the CCAA commenced by the Initial Order, in Court file no. 500-11-059536-215 (the “**CCAA Proceedings**”).
- C. Pursuant to paragraphs [77] to [79] of the Amended and Restated Initial Order dated March 1st, 2021 (as it may be amended, restated or supplemented from time to time, the “**SISP Approval Order**”), the Court approved a sale and investment solicitation process to be conducted in respect of the business and certain assets of Atis Group (as such process may be amended, restated or supplemented pursuant to the terms herein, the “**SISP**”), in accordance with the procedures, terms and conditions set out herein (the “**SISP Procedures**”).
- D. The SISP Procedures sets out the manner in which (i) bids and proposals for a broad range of executable transaction alternatives (restructuring, recapitalization and/or refinancing) involving the business of Atis Group, as more particularly described in the Teaser Letter (the “**Business**”), and certain property, assets and undertaking of Atis Group (the “**Property**”), whether *en bloc* or any portion(s) thereof, will be solicited from interested parties, (ii) any bids received will be negotiated, (iii) any Successful Bid(s) will be selected and, (iv) the Court’s approval of any Successful Bid(s) will be sought.
- E. An investment in the Business may involve, among other things, a restructuring, recapitalization, or other form of reorganization of the business and affairs of the Business or any part thereof, and such investment may be consummated pursuant to a plan of compromise or arrangement (a “**Plan**”), an arrangement pursuant to the *Canada Business Corporations Act*, R.S.C., 1985, c. C-44 (respectively an “**Arrangement**” and the “**CBCA**”) or otherwise.
- F. The SISP Approval Order, the SISP Procedures, and any other orders of the Court made in the CCAA Proceedings relating to the SISP shall exclusively govern the process for soliciting and selecting bids for the sale of the Property or investment in the Business pursuant to a broad range of executable transaction alternatives.

- G. Unless otherwise stated or unless the subject matter or context otherwise requires, the capitalized terms used in the SISP Procedure have the meaning ascribed to them at **Schedule A** hereof.

Section 1. Conduct of the SISP

- 1.1 Before the SISP is launched and or before any documentation is used in the context of the SISP, the Monitor will provide the Senior Lender with copies of the documents which will be used, including the Teaser Letter, the Contact List, the Confidentiality Agreement etc., the whole for comments and approval by the Senior Lender.
- 1.2 The SISP will be carried out by the Monitor in collaboration with the Senior Lender. Unless otherwise provided for herein, and in accordance with the SISP Approval Order, the Monitor is fully and exclusively authorized, empowered and directed to take any and all actions and steps pursuant to the SISP.
- 1.3 The Monitor shall be responsible for contacting Prospective Bidders, communicating with Prospective Bidders and Bidders, negotiating with Bidders, providing them with the Teaser Letter, coordinating the execution of any Confidentiality Agreements executed by a Prospective Bidder pursuant to the SISP, managing the process of answering all reasonable inquiries from Prospective Bidders and Bidders and arranging for visits, when applicable, by Bidders.
- 1.4 The Monitor, the CRO and the Senior Lender shall review and assess LOIs and Bids.
- 1.5 At any time during the SISP, the Monitor may from time to time consult with the CRO, the Senior Lender and such parties as it considers appropriate in respect of the conduct of the SISP.
- 1.6 After the issuance of the SISP Approval Order, the Monitor may at any time and from time to time with the consent of the Senior Lender, modify, amend, vary or supplement the SISP or the SISP Procedures, without the need for obtaining an order of the Court or providing notice to any Bidders, provided that the Monitor determines that such modification, amendment, variation or supplement would not be materially prejudicial to the interests of the Prospective Bidders and Bidders and is necessary or useful in order to give effect to the substance of the SISP, the SISP Procedures or the SISP Approval Order. The Monitor shall post on the Monitor's Website, as soon as possible, any such modification, amendment, variation or supplement to the SISP Procedures and inform Prospective Bidders and Bidders reasonably impacted by any such modification, amendment, variation or supplement to the SISP Procedures.
- 1.7 The Monitor, may, at any time and on notice to the service list in the CCAA Proceedings as posted on the Monitor's website, as it may be updated from time to time (the "**Service List**"), apply to the Court for directions in connection with the implementation of the SISP or the SISP Procedures.
- 1.8 The implementation of the SISP by the Monitor shall commence at the Commencement Date. In the event the Monitor with the consent of the Secured Lender considers it necessary or appropriate to postpone the Commencement Date, it shall select a new Commencement Date to be published on the Monitor's website and notified forthwith to the Service List.

Section 2. Sale or Investment Opportunities

- 2.1 Qualified Bidders will have the opportunity to submit a bid consisting in either a Sale Proposal or an Investment Proposal. Sale Proposals and Investment Proposals may be in respect of only some of the Property and any such proposal will not be precluded from consideration as an acceptable Bid.
- 2.1 In the event of a Sale Proposal for any or all of the Property, all of Atis Group's relevant right, title and interest in and to the Property may be acquired pursuant to an approval and vesting order of the Court, including pursuant to a reverse vesting order, free and clear of all pledges, liens, security interests, charges, options, hypothecs, mortgages and interest thereon, except to the extent otherwise set forth in a definitive purchase agreement executed with a Successful Bidder.
- 2.2 In the event of an Investment Proposal for any or all of the Business, same can be implemented by way of a combined Plan and Arrangement.

Section 3. "As is, Where Is"

- 3.1 Any Sale Proposal or Investment Proposal (either being a "**Proposal**") shall be made on an "as is, where is" basis, without surviving representations or warranties of any kind or nature.
- 3.2 Atis Group, the Monitor and the CRO are not responsible for, and will have no liability with respect to, any information obtained by any Prospective Bidder or Bidder in connection with the Business or Property. Atis Group, the CRO, the Monitor and their advisors, as applicable, do not make any representations or warranties whatsoever as to the information or the materials provided through the due diligence process or otherwise made available to any Prospective Bidder and Bidder including any information contained in the Teaser Letter or Data Room.

Section 4. Solicitation of Interest

- 4.1 The Monitor will by no later than **5:00 p.m. (Montreal time) on March 5, 2021**, or such later date or time as the Monitor, in accordance with the SISP Procedures, may determine appropriate (the "**Commencement Date**"):
 - (a) compile a listing (the "**Contact List**") of prospective purchasers and investors (collectively, "**Prospective Bidders**"). The Monitor will use all reasonable commercial efforts to contact all parties identified in the Contact List as well as any additional parties identified as prospective purchasers or investors;
 - (b) post of a copy of the SISP Approval Order and the SISP Procedures on the Monitor's website;
 - (c) determine the appropriate advertising to be directed at Prospective Bidders, which may include newspaper, trade publication, internet or other advertising;
 - (d) send to each Prospective Bidder teaser materials, including a solicitation letter summarizing the acquisition and investment opportunity with respect to the Business and Property (the "**Teaser Letter**");

- (e) set up and update an electronic data room with confidential information in respect of the Business and Property (the "**Data Room**");
- (f) send to each Prospective Bidder upon request a form of Confidentiality Agreement and written acknowledgement of receipt of the SISP Procedures wherein such Prospective Bidder agrees to accept and be bound by the provisions of the SISP Procedures (the "**Written Acknowledgement**"). The Prospective Bidders will be required, among other things, to sign a Confidentiality Agreement in order to gain access to confidential information (including access to the Data Room). For greater certainty, only Prospective Bidders who submit an executed Confidentiality Agreement and Written Acknowledgement shall have access to the Data Room and other confidential information and management presentations, if available;
- (g) give access to the Data Room and coordinate the communication of information to each Prospective Bidder who has executed a Confidentiality Agreement and provided the Written Acknowledgement; and
- (h) prepare the form of a template asset purchase agreement (the "**Template APA**") to be used by Prospective Bidders to submit a Sale Proposal and post same in the Data Room.

4.2 The Monitor reserves the right to limit any Prospective Bidder's or Bidder's access to any confidential information (including any information in the Data Room) and to customers and suppliers of Atis Group, where, in the Monitor's sole discretion, such access could negatively impact the SISP, the ability to maintain the confidentiality of the confidential information, the Business or the value of the Property.

4.3 Any and all requests for additional information are to be made solely to the Monitor.

Section 5. Submission of Non-Binding Letters of Intent & Other Participation Requirements

5.1 Unless otherwise provided for herein, ordered by the Court or agreed to by the Monitor, in order to participate in the SISP and be considered for qualification as a Qualified Bidder, a Prospective Bidder must deliver to the Monitor, so as to be received by the Monitor no later than **5:00 p.m. (Montreal time) on March 26, 2021**, or such later date or time as the Monitor, in accordance with the SISP Procedures, may determine appropriate (the "**LOI Deadline**") the following:

- (a) an executed Confidentiality Agreement, which shall inure to the benefit of any purchaser of any part of the Property or any investor in Atis Group;
- (b) an executed Written Acknowledgement;
- (c) a non-binding letter of intent (a "**LOI**") which specifies whether the Prospective Bidder anticipates submitting a Sale Proposal or an Investment Proposal, and which complies with the requirements of paragraph 5.2 and 5.3 or 5.4 below, as applicable; and
- (d) a letter setting forth the identity of the Prospective Bidder, the contact information for such Prospective Bidder, and the contact information for any business,

financial or legal advisors retained or to be retained in connection with the contemplated transaction, and full disclosure of the direct and indirect owners of the Prospective Bidder and their principals, and a description of the Prospective Bidder's plans regarding the business of Atis Group.

- 5.2 An LOI in respect of a Sale Proposal or an Investment Proposal must include:
- (a) an acknowledgment that the Sale Proposal will be made on an "as is, where is" basis;
 - (b) a detailed description of any remaining due diligence required by the Prospective Bidder to be completed before seeking to make a Qualified Bid and an estimated timeline for the completion of such due diligence (including with respect to any environmental due diligence);
 - (c) any anticipated regulatory and other approvals required to close the proposed transaction and the anticipated time frame and any anticipated impediments for obtaining any such approvals;
 - (d) all material conditions to closing that the Prospective Bidder may wish to impose;
 - (e) confirmation that the Prospective Bidder will be responsible for its own costs incurred in connection with its investigation of Atis Group and any transaction, including those of its advisors, attorneys, and agents;
 - (f) the proposed target closing date and a timeline to closing with critical milestones;
 - (g) an indication as to whether the Prospective Bidder is intending to effect the Sale Proposal through a special purpose vehicle;
 - (h) any other terms and conditions which the Prospective Bidder believes are material to the transaction;
 - (i) that the LOI is governed by the laws of the Province of Québec and the laws of Canada applicable therein; and
 - (j) such other information reasonably requested by the Monitor.
- 5.3 In addition to the requirements set out in paragraph 5.2 hereof, an LOI in respect of a Sale Proposal must include:
- (a) a detailed listing and description of the Property to be included in the Sale Proposal and a detailed listing of the Property to be excluded from the Sale Proposal;
 - (b) the low and high range of the proposed purchase price for such Sale Proposal, the proposed allocation of purchase price among the applicable Property and an explanation of what contingencies and variables may influence the range in which the final purchase price will fall;
 - (c) details as to the form of consideration for the Sale Proposal;

- (d) a list of the key material contracts and leases, if any, the Prospective Bidder wishes to acquire and the Prospective Bidder's proposed treatment of any related "cure costs";
 - (e) the structure and financing of the transaction, including a sources and uses analysis; and
 - (f) a description of any liabilities to be assumed by the Prospective Bidder and the Prospective Bidder's estimated value of such assumed liabilities.
- 5.4 In addition to the requirements set out in paragraph 5.2 hereof, an LOI in respect of an Investment Proposal must include:
- (g) a description of the structure of the Investment Proposal;
 - (h) a description of the type and amount of consideration, including equity, if any, to be allocated to secured creditors, unsecured creditors and shareholders of Atis Group;
 - (i) the proposed treatment of Atis Group's stakeholders;
 - (j) the structure and financing of the transaction, including a sources and uses analysis; and
 - (k) a description of any liabilities to be assumed by the Prospective Bidder and the Prospective Bidder's estimated value of such assumed liabilities.
- 5.5 For greater certainty, the Monitor and the CRO shall be entitled, either prior to or following the LOI Deadline, to seek to clarify the terms of an LOI or with respect to any of the other requirements of paragraphs 5.1, 5.2 and 5.3 or 5.4 above, and the Monitor may accept a revised and/or clarified LOI, provided that the initial LOI was received prior to the LOI Deadline. The Monitor may grant extensions to the LOI Deadline with respect to the Business or Property.
- 5.6 The Monitor, with the approval of the CRO, may waive compliance with any one or more of the requirements specified in paragraphs 5.1, 5.2 and 5.3 or 5.4 and deem any non-compliant LOI to be a qualifying LOI.

Section 6. Identification of Qualified Bidders

- 6.1 The Monitor, and the CRO shall review and consider each LOI and the other materials submitted by a Prospective Bidder pursuant to paragraph 5.1 and if (a) the LOI meets requirements specified in paragraphs 5.1, 5.2 and 5.3 or 5.4, (b) it is determined that it will be in the best interests of Atis Group and its stakeholders to permit the Prospective Bidder to continue to participate in the SISP based upon the terms set out in the applicable LOI and (c) such Prospective Bidder's financial information and credit support or enhancement demonstrate to the satisfaction of the Monitor the capability of such Prospective Bidder to consummate a transaction and that such Prospective Bidder is likely (based on availability of financing, experience and other considerations) to consummate either a Sale Proposal or an Investment Proposal, such Prospective Bidder shall be a "**Qualified Bidder**". For

greater certainty, an LOI may be in respect of only a part or parts of the Business or Property.

- 6.2 The determination by the Monitor and the CRO as to whether a Prospective Bidder is a Qualified Bidder will be made as promptly as practicable in consultation with the Senior Lender after such Prospective Bidder has satisfied the requirements described in paragraph 5.1, 5.2 and 5.3 or 5.4, as applicable, (subject to any waiver thereof under paragraph 5.6), and any clarification that may be sought by the Monitor pursuant to paragraph 5.6 and in any event prior to **April 2, 2021** (the "**Qualification Deadline**"). If it is determined that a Prospective Bidder is a Qualified Bidder, the Monitor will promptly notify the Prospective Bidder that it is a Qualified Bidder.
- 6.3 If at any point before or after the LOI Deadline, the Monitor and the CRO determine, that there are or will be no Qualified Bidders with respect to the Business or Property, or that it will not be in the best interests of Atis Group to continue with the SISP with respect to all or any of the Business or Property, the Monitor shall as soon as reasonably practicable file a motion with the Court on notice to the Service List for advice and directions with respect to the modification, suspension or termination of the SISP in respect of the Business or Property.

Section 7. Due diligence

- 7.1 Each Qualified Bidder shall have such access to due diligence materials and information relating to the Business and Property, and the debt and equity interests in Atis Group, as the Monitor deems appropriate. At the request of a Qualified Bidder, such confidential due diligence information shall also be provided to a proposed lender of such Qualified Bidder that is reasonably acceptable to the Monitor.
- 7.2 At the discretion of the Monitor and the CRO, due diligence access may include presentations (as may be scheduled by the Monitor), access to physical and secure online electronic data rooms, on-site inspections (where such inspections are allowed under the local government health and safety measures) and such other matters as a Qualified Bidder may reasonably request and as to which the Monitor, in its reasonable business judgment deems appropriate. The Monitor Group shall not be obligated to furnish any due diligence materials or information after the Bid Deadline.
- 7.3 Unless otherwise agreed in writing by the Monitor, no Prospective Bidder or Bidder shall be permitted to have any discussions with any counterparty to any contract with Atis Group or with any regulatory authority responsible for Atis Group or any other Prospective Bidder or Bidder in connection with any bid submitted in accordance with the terms hereof or in contemplation thereof.

Section 8. Submission of Qualified Bids

- 8.1 In order to continue to participate in the SISP, a Qualified Bidder must deliver a Qualified Purchase Bid or Qualified Investment Bid to the Monitor and such bids must be received by the Monitor Group by no later than **5:00 p.m. (Montreal time) on April 21, 2021**, or at such later date or time as the Monitor, in accordance with the SISP Procedures, may determine appropriate (the "**Bid Deadline**").

8.2 A Sale Proposal submitted by a Qualified Bidder will be considered a “**Qualified Purchase Bid**” only if the Sale Proposal complies with all of the following:

- (a) it includes a letter stating that the Sale Proposal is irrevocable until 45 Business Days following the Bid Deadline; provided, however, that if such Sale Proposal is selected as the Successful Bid or the Backup Bid, it shall remain irrevocable until the closing of the Successful Bid or the Backup Bid, as the case may be;
- (b) it includes a duly authorized and executed purchase and sale agreement, together with a mark up outlining and highlighting all proposed changes from the Template APA, specifying the purchase price, expressed in Canadian dollars, including the cash component thereof and/or the liabilities to be assumed by the Bidder (or the combination of both - the "**Purchase Price**"), together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such ancillary agreements) and such ancillary agreements;
- (c) it contains a detailed listing and description of the Property to be included in the Sale Proposal or a detailed listing of the Property to be excluded from the Sale Proposal;
- (d) it does not include any request or entitlement to any break-fee, expense reimbursement or similar type of payment. Further, by submitting a Sale Proposal, a Qualified Bidder shall be deemed to waive its right to pursue a substantial contribution claim in any way related to the submissions of its Sale Proposal or the SISP;
- (e) it includes evidence sufficient to allow the Monitor and the CRO to make a reasonable determination as to the Bidder's (and its direct and indirect owners and their principals') financial, technical, operational and other capabilities to consummate the transaction contemplated by the Sale Proposal and operate Atis Group 's operations, which evidence could include but is not limited to evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution;
- (f) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgement and representation that the Qualified Bidder has had an opportunity to conduct any and all required due diligence prior to making its Sale Proposal;
- (g) it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the Sale Proposal, including the identification of the Qualified Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
- (h) it includes an acknowledgement and representation that the Qualified Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its Sale Proposal; (ii) did not rely upon any written or oral

statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, including by Atis Group, the CRO or the Monitor, except as expressly stated in the purchase and sale agreement submitted by it; (iii) is a sophisticated party capable of making its own assessments in respect of making its Sale Proposal; and (iv) has had the benefit of independent legal advice in connection with its Sale Proposal;

- (i) it includes a waiver of all claims against Atis Group, its officers, directors or employees, the CRO, the Monitor, or its advisors in respect of any present, past and future activities of Atis Group, or any use or durability of Atis Group's assets, their quality, value, or sustainability;
- (j) it includes evidence, in form and substance reasonably satisfactory to the Monitor and the CRO, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Sale Proposal;
- (k) except in the case of a Credit Bid, it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of **Raymond Chabot Inc. in trust**, in an amount equal to **5%** of the proposed gross purchase price, to be held and dealt with in accordance with the SISP Procedures;
- (l) it contains full details of the proposed number of employees of Atis Group who will become employees of the Qualified Bidder and the proposed terms and conditions of employment to be offered to those employees;
- (m) it includes an acknowledgement and representation that the Qualified Bidder will assume the obligations of Atis Group under executory contracts, unexpired leases, and licences proposed to be assigned (or identifies clearly the particular contracts, leases, and licenses of Atis Group, as applicable, that the Qualified Bidder wishes not to assume, or alternatively wishes to assume), contains full details of the Qualified Bidder's proposal for the treatment of related cure costs; and which the assumption of which is a condition of closing;
- (n) to the extent not addressed elsewhere, it includes the proposed treatment of stakeholders;
- (o) it provides for closing of the Qualified Purchase Bid by no later than **April 30, 2021**, or such later date or time as the Monitor, in accordance with the SISP Procedures, may determine appropriate (the "**Target Closing Date**");
- (p) if the Qualified Bidder is an entity newly formed for the purpose of the transaction, the bid shall contain an equity or debt commitment letter from the parent entity or sponsor, which is satisfactory to the Monitor and the CRO, that names Atis Group as a third-party beneficiary of any such commitment letter with recourse by Atis Group, the CRO and the Monitor against such parent entity or sponsor;

- (q) it includes evidence, in form and substance reasonably satisfactory to the Monitor and the CRO, of compliance or anticipated compliance with any and all applicable regulatory approvals (including, if applicable, anti-trust regulatory approval), the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals;
- (r) it contains other information reasonably requested by the Monitor and the CRO;
- (s) it is governed by the laws of the Province of Québec and the laws of Canada applicable therein;
- (t) it is received by no later than the Bid Deadline, and
- (u) is acceptable and agreed to by the Senior Lender in its entire discretion.

8.3 An Investment Proposal submitted by a Qualified Bidder will be considered a **“Qualified Investment Bid”** only if the Investment Proposal complies with all of the following:

- (a) it includes a letter stating that the Investment Proposal is irrevocable for a period of 45 Business Days following the Bid Deadline; provided, however, that if such Investment Proposal is selected as the Successful Bid or the Backup Bid, it shall remain irrevocable until the earlier of (i) the closing of the Successful Bid or the Backup Bid, as the case may be, and (ii) the outside date stipulated in the Successful Bid or the Backup Bid, as applicable;
- (b) it includes duly authorized and executed binding definitive documentation setting out the terms and conditions of the proposed transaction, including the aggregate amount of the proposed equity and/or debt investment and details regarding the proposed equity and/or debt structure of Atis Group, if applicable, following completion of the proposed transaction (a **“Definitive Investment Agreement”**);
- (c) it includes a description of the type and amount of consideration, including equity, if any, to be allocated to secured creditors, unsecured creditors and shareholders of Atis Group;
- (d) it does not include a request or entitlement to a break-fee, expense reimbursement or any other similar type of payment. Further, by submitting an Investment Proposal, the Qualified Bidder shall be deemed to waive its right to pursue a substantial contribution claim in any way related to the submission of its Investment Proposal or the SISP;
- (e) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor in its sole discretion, to allow the Monitor to make a reasonable determination as to the Qualified Bidder's financial, technical, operational and other capabilities to consummate the transaction contemplated by the Investment Proposal and operate Atis Group's operations;
- (f) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an

acknowledgement and representation that the Qualified Bidder has had an opportunity to conduct any and all required due diligence prior to making its Investment Proposal;

- (g) it fully discloses the identity of each entity that is bidding or that is sponsoring or participating in the Investment Proposal, including the identification of the Qualified Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
- (h) it includes an acknowledgement and representation that the Qualified Bidder:
 - (i) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its Investment Proposal; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of Atis Group or the completeness of any information provided in connection therewith, including by Atis Group, the CRO and the Monitor, except as expressly stated in the Definitive Investment Agreement; (iii) is a sophisticated party capable of making its own assessments in respect of making its Investment Proposal; and (iv) has had the benefit of independent legal advice in connection with its Investment Proposal;
- (i) it includes a waiver of all claims against Atis Group, its officers, directors or employees, the CRO and the Monitor, and its advisors in respect of any present, past and future activities of Atis Group, or any use or durability of Atis Group's assets, their quality, value, or sustainability;
- (j) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Investment Proposal;
- (k) it is accompanied by a Deposit in the form of a wire transfer (to a trust account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of **Raymond Chabot Inc.**, in trust, in an amount equal to **5%** of the total proposed investment, to be held and dealt with in accordance with the SISP Procedures;
- (l) it provides for closing of the Qualified Investment Bid by no later than the Target Closing Date;
- (m) if the Qualified Bidder is an entity newly formed for the purpose of the transaction, the Investment Proposal shall contain an equity or debt commitment letter from the parent entity or sponsor, and satisfactory to the Monitor, that names Atis Group as a third-party beneficiary of any such commitment letter with recourse by Atis Group and the Monitor against such parent entity or sponsor;
- (n) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of compliance or anticipated compliance with any and all applicable regulatory approvals (including, if applicable, anti-trust regulatory approval), the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals;

- (o) it contains other information reasonably requested by the Monitor and the CRO;
- (p) it is governed by the laws of the Province of Québec and the laws of Canada applicable therein;
- (q) it is received by no later than the Bid Deadline, and
- (r) is acceptable and agreed to by the Senior Lender in its entire discretion.

8.4 For greater certainty, Sale Proposals and Investment Proposals may be in respect of only a part or parts of the Business or Property and such proposal shall constitute a **"Qualified Portion Bid"** if it satisfies the requirements in paragraph 8.2 or 8.3 hereof, as applicable, in respect of the Business or Property subject to such proposal, and in such case, such bidder shall constitute a **"Qualified Portion Bidder"**. Each Qualified Portion Bid shall be deemed to be a Qualified Bid, and each Qualified Portion Bidder shall be deemed to be a Qualified Bidder, for all purposes of the SISP.

Section 9. Credit Bid

9.1 Any secured creditor that is a Qualified Bidder with a liquidated and/or proven secured claim against Atis Group, secured by valid and opposable security, may use its secured debt as consideration for a Proposal in respect of any portion of the Business and/or Property subject to that Proposal.

Section 10. Qualified Bid

- 10.1 Qualified Purchase Bids and Qualified Investment Bids shall hereinafter be referred to as **"Qualified Bids"** and each a **"Qualified Bid"** and each bidder who has submitted a Qualified Bid shall hereinafter be referred to as a **"Authorized Bidder"**.
- 10.2 Notwithstanding paragraph 8.2 and paragraph 8.3 the Monitor and the CRO may waive compliance with any one or more of the Qualified Bid requirements specified herein, and deem such non-compliant bids to be Qualified Purchase Bids or Qualified Investment Bids, as the case may be.

Section 11. Assessment of Qualified Bids

- 11.1 The Monitor and the CRO will review and assess in collaboration with the Senior Lender the Qualified Bids in respect of a Sale Proposal, and in making such assessment will consider, among other things, the following (the **"Sale Proposal Bid Criteria"**):
- (a) the purchase price and net value (including all assumed liabilities and other obligations to be performed by the Qualified Bidder) provided by such Qualified Bid and the proposed allocation of the purchase price among the applicable Property;
 - (b) the firm, irrevocable commitment for financing the transaction or other evidence of ability to consummate the Sale Proposal;

- (c) the claims, if any, likely to be created against Atis Group by the transaction contemplated by the Sale Proposal, relative to alternatives available to Atis Group ;
 - (d) the nature and amount of debt and other liabilities to be assumed or acquired by the Qualified Bidder;
 - (e) the counterparties to the Sale Proposal;
 - (f) the proposed revisions to the Template APA and the terms of the proposed sale transaction documents;
 - (g) the assets included in or excluded from the Sale Proposal and the transaction costs and risks associated with closing multiple transactions versus a single sale transaction for all or substantially all of the Property;
 - (h) any transition services required from Atis Group post-closing and any related restructuring costs;
 - (i) the planned treatment of stakeholders;
 - (j) other factors affecting the speed, certainty and value of the Sale Proposal (including any regulatory approvals and other conditions required to close the Sale Proposal by the applicable Target Closing Date), including the likelihood of closing the Sale Proposal on or before the applicable Target Closing Date; and
 - (k) the consent of the Senior Lender to consider a transaction under the terms and conditions of the Qualified Bid in its entire discretion
- 11.2 The Monitor and the CRO will review and assess the Qualified Bids in respect of an Investment Proposal, and in making such assessment will consider, among other things, the following (the “**Investment Proposal Bid Criteria**”):
- (a) the type and amount of consideration, including equity, if any, to be allocated to secured creditors, unsecured creditors and shareholders of Atis Group and the planned treatment of such persons under the proposed Investment Proposal;
 - (b) the firm, irrevocable commitment for financing the investment or other evidence of ability to consummate the Investment Proposal;
 - (c) the counterparties to the proposed Investment Proposal;
 - (d) the cost, risks and timing associated with obtaining the approval of the requisite majority of creditors and approval of the Court in respect of a Plan, if needed;
 - (e) the estimated number of employees of Atis Group that will be offered post-closing employment by the Bidder and any proposed measures associated with their continued employment;
 - (f) the transition services required from Atis Group post-closing and any related costs;
 - (g) the planned treatment of stakeholders; and

- (h) other factors affecting the speed, certainty and value of the Investment Proposal (including any regulatory approval and other conditions required to close the Investment Proposal by the applicable Target Closing Date), including the likelihood of closing the Investment Proposal on or before the applicable Target Closing Date; and
 - (i) the consent of the Senior Lender to consider a transaction under the terms and conditions of the Qualified Bid in its entire discretion.
- 11.3 For greater certainty, the Monitor shall be entitled in its sole discretion, either prior to or following the Bid Deadline, to seek to clarify the terms of Qualified Bid and the Monitor may accept a revised and/or clarified Qualified Bid provided that the initial Qualified Bid was received prior to the Bid Deadline.
- 11.4 The Monitor and the CRO may waive compliance with any one or more of the requirements specified in paragraph 8.2 and paragraph 8.3, as applicable and deem any non-compliant Bid to be a Qualified Bid.
- 11.5 The Monitor and the CRO shall apply the Sale Proposal Bid Criteria and Investment Proposal Bid Criteria, as applicable, and consider each Qualified Bid upon its submission for determination. Such determination will be made as promptly as practicable after the Bid Deadline.
- 11.6 If the Monitor and the CRO determine that any Qualified Bid was received that is in the best interests of Atis Group's stakeholders (or any combination of non-overlapping Qualified Portion Bids was received that is in the best interests of Atis Group's stakeholders), the Monitor and the CRO with the consent of the Senior Lender may choose to accept such Qualified Bid (in which case, such Qualified Bid shall be a "**Successful Bid**" and the Qualified Bidder making the Successful Bid shall be a "**Successful Bidder**") and take such steps as are necessary to finalize and complete an agreement for the Successful Bid with the Successful Bidder. For greater certainty, the Monitor and the CRO with the consent of the Senior Lender may accept a combination of non-overlapping Qualified Portion Bids (collectively, an "**Aggregated Bid**") to create one Successful Bid and in such case, the applicable Authorized Bidders will become "**Successful Bidders**".
- 11.7 If the Monitor and the CRO with the consent of the Senior Lender determine that more than one Qualified Bid (and/or more than one Aggregated Bid) should be considered, then the Monitor and the CRO with the consent of the Senior Lender may, without being obligated to do so, conduct an auction (the "**Auction**"), to determine the highest and/or best Sale Proposal or Investment Proposal or Aggregated Bid. In the event that an Auction is to be held, all Authorized Bidders who submitted a Qualified Bid that the Monitor determines entitles such Authorized Bidder to participate in the Auction (each, an "**Auction Bidder**") will be advised by the Monitor of such determination.
- 11.8 An Authorized Bidder not identified as an Auction Bidder will no longer be able to participate in the SISP or any Auction. In the event an Authorized Bidder is selected as an Auction Bidder, such Auction Bidder's Qualified Bid shall remain binding, irrevocable and open for acceptance until the acceptance of a Successful Bid in accordance with section 12.2(j) and, where applicable, the selection of the Backup Bid further to the Auction. For

greater certainty, if such Auction Bidder's Bid is accepted as the Successful Bid or selected as the Backup Bid it shall remain binding and irrevocable and dealt with as such in accordance with the SISP Procedures.

- 11.9 The Monitor, in consultation with the CRO and with the consent of the Senior Lender, may at any time (including prior to or during an Auction), (a) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the CCAA, the SISP Procedures or any orders of the Court applicable to Atis Group,; (b) in accordance with the terms hereof, accept Bids not in conformity with the SISP Procedures that is more favourable to the extent that the Senior Lender approves it; (c) in accordance with the terms hereof, extend the Bid Deadline, and/or change the Auction Date; and/or (d) reject all Bids. For greater certainty, the Monitor and the CRO shall be under no obligation to accept the highest or best offer and the selection of the Successful Bid shall be entirely in the discretion of the Monitor and the CRO.

Section 12. Auction

- 12.1 If the Auction is to be conducted pursuant to paragraph 11.7, the Auction shall commence on a date as the Monitor, in consultation with the CRO, may determine is appropriate (the "**Auction Date**"). All Auctions shall be conducted virtually through a platform to be determined by the Monitor, at the offices of **Raymond Chabot Inc.** or such other location as the Monitor may determine. Notice of the platform or place, date and time of the Auction will be delivered to all Auction Bidders by the Monitor not less than three (3) Business Days before the date of the Auction.
- 12.2 If there is an Auction, the Auction shall be conducted according to the following procedures:
- (a) At least one (1) Business Day prior to the Auction, each Auction Bidder who has been notified by the Monitor that it has qualified as an Auction Bidder must inform the Monitor whether it intends to attend and participate in the Auction provided that, for greater certainty, such Auction Bidder's Qualified Bid shall remain binding, irrevocable and open for acceptance until the acceptance of a Successful Bid in accordance with section 12.2(j) and, where applicable, the selection of the Backup Bid further to the Auction.
 - (b) The Monitor shall direct and preside over the Auction. Only Auction Bidders are eligible to participate in the Auction. Only the authorized representatives (including legal counsel and other advisors) of each of the Auction Bidders, Atis Group, the CRO, the Senior Lender and the Monitor shall be permitted to attend the Auction.
 - (c) Each Auction Bidder shall be required to confirm that it has not engaged, and will not engage, in any collusion with respect to the bidding or any Sale Proposal or Investment Proposal, and if such Auction Bidder is a special purpose vehicle, each of the direct or indirect equity holders of such Auction Bidder shall be required to confirm that it has not engaged, and will not engage, in any collusion with respect to the bidding or any Sale Proposal or Investment Proposal, such confirmation, in each case, in form and substance satisfactory to the Monitor in its sole discretion.
 - (d) Bidding at an Auction shall be conducted in rounds. In each round, an Auction Bidder may submit no more than one Overbid. If at the end of any round of bidding,

an Auction Bidder (other than the Auction Bidder who submitted the “**Opening Bid**” for such round and any Qualified Portion Bidder who is an Auction Bidder) did not submit an Overbid, then such Auction Bidder shall be barred from participating in any further round of bidding at the Auction. Any Auction Bidder who submits an Overbid in a round, as well as the Auction Bidder who submitted the Opening Bid for such round and any Qualified Portion Bidder who is an Auction Bidder, shall be entitled to participate in the next round of bidding at the Auction.

- (e) The Monitor and the CRO with the consent of the Senior Lender shall apply the Sale Proposal Bid Criteria and Investment Proposal Bid Criteria, as applicable, to determine which Qualified Bid is the highest and/or best bid received by the Bid Deadline, which shall constitute the Opening Bid for the first round of an Auction. The Monitor and the CRO shall follow the same process to determine the highest and/or best Overbid submitted in each round of an Auction, which shall constitute the Opening Bid for the following round. For greater certainty, an Aggregated Bid may be determined to be the “Opening Bid” for any round. As soon as practicable prior to the start of the Auction, the Monitor shall distribute a copy of the Opening Bid for the first round to all Auction Bidders eligible to participate in the applicable Auction.
- (f) All bids made at an Auction shall be Overbids and shall be made and received on an open, non-confidential basis and the identity of each Auction Bidder and all material terms of each Overbid shall be fully disclosed to all other Auction Bidders participating in the applicable round of the applicable Auction. The Monitor shall maintain a transcript of the Opening Bids and all Overbids made and announced at an Auction.
- (g) A Sale Proposal or Investment Proposal submitted at an Auction will be considered an “**Overbid**” only if it complies with the following requirements:
 - (i) *Minimum Consideration.* Subject to subparagraph (l) below in respect of Qualified Portion Bids, the amount of the purchase price (in the case of a Sale Proposal), or the amount of the consideration to be allocated to secured creditors, unsecured creditors and shareholders of Atis Group (in the case of an Investment Proposal) shall not be less than the purchase price or consideration of the Opening Bid of the applicable round of such Auction, plus an amount (the “**Minimum Overbid Increment**”) to be set by the Monitor; and
 - (ii) *Qualified Bid Criteria.* Except as modified herein, an Overbid shall comply with all requirements for a Qualified Bid as set forth in paragraph 8.2 in the case of Sale Proposals, or paragraph 8.3 in the case of Investment Proposals, (in each case including in respect of its binding and irrevocable nature, and being open for acceptance until the acceptance of a Successful Bid in accordance with section 12.2(j) and, where applicable, the selection of the Backup Bid further to the Auction) provided, however, that the Bid Deadline shall not apply and Overbids need not be accompanied by additional cash deposits during the Auction.
- (h) At the end of each round of bidding, the Monitor shall (i) review each Overbid made in such round, (ii) identify the highest and/or best such Overbid in accordance with

subparagraph (e), and (iii) announce to all Auction Bidders entitled to participate in the next round of bidding the terms of the highest and/or best Overbid and the identity of the Auction Bidder who submitted such Overbid. Such highest and/or best Overbid shall be the Opening Bid for the next round of such Auction.

- (i) The Monitor reserves the right to make one or more adjournments in an Auction to, among other things: (i) allow individual Auction Bidders to consider how they wish to proceed; (ii) consider and determine the current highest and/or best Overbid at any given time during the Auction; and (iii) give Auction Bidders the opportunity to provide the Monitor with such additional evidence as it may require to show that the Auction Bidder's bid complies with the requirements of an Overbid (including in respect of the required internal corporate or credit committee approvals and evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction).
- (j) If, in any round of bidding, no new Overbid is made, such Auction shall be closed and the Monitor shall declare the last Opening Bid as a "**Successful Bid**" and the Auction Bidder submitting such Successful Bid a "**Successful Bidder**" and advise such Successful Bidder of such determination and all other applicable Auction Bidders that they are not a Successful Bidder.
- (k) To the extent not already provided, the Successful Bidder shall, within two (2) Business Days of the conclusion of the Auction, provide the Monitor with an additional Deposit to increase its original Deposit to equal five percent (5%) of the total cash purchase price or investment contemplated by the Successful Bid.
- (l) Each Qualified Portion Bidder that is an Auction Bidder shall be entitled to submit Overbids at the applicable Auction (in a minimum increment to be determined by the Monitor) with respect to the portion of the Business or Property it is bidding on, and is not individually subject to the full Minimum Overbid Increment; provided that one or more Qualified Portion Bids forming an Aggregated Bid in any round of the Auction shall collectively be subject to the full Minimum Overbid Increment. For greater certainty, the Monitor may accept an Aggregated Bid as a "Successful Bid" and in such case, the applicable Auction Bidders will become "Successful Bidders".
- (m) For greater certainty, the Monitor shall be entitled during an Auction, to discuss and clarify the terms of all Overbids and accept a revised, clarified Overbid, provided it is submitted before the end of the applicable round of bidding. The Monitor with the consent of the Senior Lender may waive compliance with any one or more of the requirements specified in subparagraph (g), and deem any non-compliant Overbid to be a qualifying Overbid.
- (n) The Monitor may adopt rules for the Auction at or prior to the Auction that will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the SISP Procedures or the SISP Approval Order; provided that no such rules may change the requirement that all Overbids shall be made and received on an open, non-confidential basis, and all Auction Bidders entitled to participate in a further round of bidding shall be entitled to be present for all such bidding.

Section 13. Backup Bid

- 13.1 In the event a Successful Bid is accepted in accordance with section 11.6 or further to an Auction in accordance with section 12.2(j), the Monitor may also select any Qualified Bid, Aggregated Bid or Overbid, as the case may be, as the “**Backup Bid**” and take such steps as are necessary to finalize and complete an agreement for the Backup Bid with the Backup Bidder. In the event the closing of the Successful Bid accepted in accordance with sections 11.6 or 12.2(j), as the case may be, does not occur, the Backup Bid shall, upon confirmation of the Monitor, become the Successful Bid and be dealt with as such in accordance with the SISP Procedures.

Section 14. Approval Motion

- 14.1 After a definitive agreement(s) in respect of a Successful Bid has been finalized in accordance with the SISP Procedures, if such Successful Bid relates to the Business or Property, Atis Group shall apply to the Court as soon as reasonably practicable for an order approving such Successful Bid and authorizing Atis Group to enter into any and all necessary agreements with respect to such Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to such Successful Bid, including for the approval of any Plan(s) pursuant to the CCAA or Arrangement pursuant to the CBCA, as applicable (an “**Approval Motion**”).
- 14.2 An Approval Motion will be held on a date to be scheduled by the Court and to be heard as soon as possible. The Monitor reserves its right, as may be necessary or appropriate, to seek to proceed on an expedited basis and abridge any notice period provided for in any Order. An Approval Motion may be adjourned or rescheduled by Atis Group by an announcement of the adjourned date at an Approval Motion or by notice to the Service List and no further notice shall be required.
- 14.3 All Bids (other than the Successful Bid and the Backup Bid, as the case may be) will be deemed rejected at 11:59 p.m. Montreal Time on the Business Day after the acceptance of the Successful Bid relating to the same Business and/or Property.
- 14.4 For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.

Section 15. Treatment of Deposit

- 15.1 If there is a Successful Bid, the Deposit (plus accrued interest) paid by a Successful Bidder whose bid is approved by the Court will be released by the Monitor and applied to the purchase price to be paid, or investment to be made, by such Successful Bidder upon closing of the approved transaction or as otherwise set out in the definitive agreement.
- 15.2 The Deposits of Bidders not selected as a Successful Bidder, will be returned to such Bidders within ten (10) Business Days of the date of closing of the Successful Bid. If there is no Successful Bid with respect to the Business or the Property, subject to the following paragraph 15.3, all Deposits with respect to such Business or Property will be returned to all Bidders with respect to that Business or Property, within ten (10) Business Days of the date on which the SISP with respect to that Business or Property is terminated in accordance with the SISP.

- 15.3 If (i) a Successful Bidder breaches any of its obligations under the terms of the SISP Procedures or any definitive transaction documentation; (ii) a Bidder fails to complete the transaction contemplated by its Bid if required by the Monitor to complete such transaction; or (iii) a Bidder fails to provide proof of its ability to complete the transaction to the Monitor and the CRO (other than with respect to conditions specifically provided in its Bid), within five (5) Business Days of a request to that effect from the Monitor, then, in each case, such Bidder's Deposit will be forfeited to Atis Group as liquidated damages and not as a penalty. Atis Group shall apply and use any forfeited Deposit in a manner agreed upon by the Monitor, provided, however, that the forfeiture of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that Atis Group and the Monitor have or may have against such breaching entity.

Section 16. Reservation of Rights and Conduct of the SISP

- 16.1 The SISP does not and will not be interpreted to create any contractual or other legal relationship between Atis Group, the CRO or the Monitor and any Prospective Bidder and Bidder, other than as specifically set forth in a definitive agreement that any such Bidder may enter into with the Monitor.
- 16.2 The Monitor, may (a) reject, at any time any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the SISP Procedures, or (iii) contrary to the best interests of Atis Group, its estate, and stakeholders as determined by the Monitor; (b) in accordance with the terms hereof accept bids not in conformity with the SISP Procedures to the extent that the Monitor determines, in its reasonable business judgment, that doing so would benefit Atis Group, its estate, and stakeholders; and (c) reject all Bids. The Monitor shall not be required to accept the highest Bid.

Section 17. Notice to Atis Group, the CRO and the Monitor

- 17.1 Any notice or other communication to be given to Atis Group or the CRO in connection with this SISP shall be given in writing and shall be given by personal delivery (in which case it shall be left with a responsible officer of the recipient) or by electronic communication addressed to Atis Group or the CRO as follows:

McCarthy Tétraut LLP

1000 De La Gauchetière Street West, Suite 2500,
Montréal, Québec, H3B 0A2

Attention:

Alain N. Tardif

atardif@mccarthy.ca

François Alexandre Toupin

fatoupin@mccarthy.ca

Pascale Klees-Themens

pkleesthemens@mccarthy.ca

- 17.2 Any notice or other communication to be given to the Monitor in connection with this SISP shall be given in writing and shall be given by personal delivery (in which case it shall be left with a responsible officer of the recipient) or by electronic communication addressed to the Monitor as follows:

Raymond Chabot Inc.

600, de La Gauchetière West, Suite 2000
Montréal, Québec, H3B 4L8

Attention:
Dominic Deslandes deslandes.dominic@rcgt.com
Raymond Atallah atallah.raymond@rcgt.com
Yanis Lakhdari lakhdari.yanis@rcgt.com

With a copy to :

Fasken Martineau DuMoulin LLP
800 Victoria Square, Suite 3500
P.O. Box 242, Montréal, Québec, H4Z 1E9

Attention:
Luc Béliveau lbeliveau@fasken.com
Nicolas Mancini nmancini@fasken.com

SCHEDULE A DEFINED TERMS

“**Aggregated Bid**” has the meaning ascribed to it in paragraph 11.6.

“**Approval Motion**” has the meaning ascribed to it in paragraph 14.1.

“**Arrangement**” has the meaning ascribed to it in Recital E.

“**Atis Group**” has the meaning described thereto in Recital A.

“**Auction**” has the meaning ascribed to it in paragraph 11.7.

“**Auction Bidder**” has the meaning ascribed to it in paragraph 11.7.

“**Auction Date**” has the meaning ascribed to it in paragraph 12.1.

“**Authorized Bidder**” means each bidder who has submitted a Qualified Bid.

“**Backup Bid**” has the meaning ascribed to it in paragraph 13.1.

“**Backup Bidder**” means any Bidder whose Bid is selected as the Backup Bid.

“**Bid Deadline**” has the meaning ascribed to it in paragraph 8.1.

“**Bidders**” means collectively Qualified Bidders, Authorized Bidders, Auction Bidders, Backup Bidder and Successful Bidder, each a “**Bidder**”.

“**Bids**” mean collectively Qualified Bids, Aggregated Bids, Backup Bids and Successful Bids, each a “**Bid**”.

“**Business**” has the meaning ascribed to it in Recital D.

“**Business Day**” means any day other than (i) a Saturday or a Sunday or (ii) a day which is a statutory holiday in Montreal, Quebec.

“**CBCA**” has the meaning ascribed to it in Recital E.

“**CCAA**” has the meaning ascribed to it in Recital A.

“**CCAA Proceedings**” has the meaning ascribed to it in Recital B.

“**Commencement Date**” has the meaning ascribed to it in paragraph 4.1.

“**Confidentiality Agreement**” means a form of confidentiality agreement satisfactory to the Monitor.

“**Contact List**” has the meaning ascribed to it in subparagraph 4.1(a).

“**Court**” has the meaning ascribed to it in Recital A.

“**Credit Bid**” means a Bid that meets the conditions set out in paragraph 9.1.

“**CRO**” means Solstice groupe conseil Inc., in its capacity as Chief restructuring of Atis Group

“**Data Room**” has the meaning ascribed to it in subparagraph 4.1(e).

“**Definitive Investment Agreement**” has the meaning ascribed to it in subparagraph 8.3(b).

“**Deposit**” has the meaning ascribed to it in subparagraph 8.2(k).

“**Initial Order**” has the meaning ascribed to it in Recital A.

“**Investment Proposal**” means an offer for a broad range of executable transaction alternatives (restructuring, recapitalization and/or refinancing) involving an investment in Atis Group.

“**Investment Proposal Bid Criteria**” has the meaning ascribed to it in paragraph 11.2.

“**LOI**” has the meaning ascribed to it in paragraph 5.1(b).

“**LOI Deadline**” has the meaning ascribed to it in paragraph 5.1.

“**Minimum Overbid Increments**” has the meaning ascribed to it in subparagraph 12.2(g)(i).

“**Monitor**” has the meaning ascribed to it in Recital B.

“**Opening Bid**” has the meaning ascribed to it in subparagraph 12.2(d).

“**Overbid**” has the meaning ascribed to it in subparagraph 12.2(g).

“**Plan**” has the meaning described thereto in Recital E.

“**Property**” has the meaning ascribed to it in Recital D.

“**Proposal**” means any Sale Proposal or Investment Proposal.

“**Prospective Bidders**” has the meaning ascribed to it in subparagraph 4.1(a).

“**Purchase Price**” has the meaning ascribed to it in subparagraph 8.2(b).

“**Qualification Deadline**” has the meaning ascribed to it in paragraph 6.2.

“**Qualified Bids**” means Qualified Purchase Bids and Qualified Investment Bids, each a Qualified Bid. A Qualified Portion Bid shall be deemed a Qualified Bid.

“**Qualified Bidder**” has the meaning ascribed to it in paragraph 6.1.

“**Qualified Investment Bid**” has the meaning ascribed to it in paragraph 8.3.

“**Qualified Portion Bid**” has the meaning ascribed to it in paragraph 8.4.

“**Qualified Portion Bidder**” has the meaning ascribed to it in paragraph 8.4.

“**Qualified Purchase Bid**” has the meaning ascribed to it in paragraph 8.2.

“Sale Proposal” means an offer to acquire all or part of the Property.

“Sale Proposal Bid Criteria” has the meaning ascribed to it in paragraph 11.1

“Senior Lender” means the Bank of Nova Scotia

“Service List” has the meaning ascribed to it in paragraph 1.7.

“SISP” has the meaning ascribed to it in Recital C.

“SISP Approval Order” has the meaning ascribed to it in Recital C.

“SISP Procedures” has the meaning ascribed to it in Recital C.

“Successful Bid” has the meaning ascribed to it in paragraph 11.6.

“Successful Bidder” means the Qualified Bidder making the Successful Bid.

“Target Closing Date” has the meaning ascribed to it in subparagraph 8.2(o).

“Teaser Letter” means a solicitation letter summarizing the acquisition and investment opportunity with respect to the Property and the Business.

“Written Acknowledgement” has the meaning ascribed to it in subparagraph 4.1(f).

“Template APA” has the meaning ascribed to it in subparagraph 4.1(h).

