

Superior Court  
(Commercial Division)

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

---

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

**ATIS GROUP INC.**, a legal person incorporated under the *Canada Business Corporations Act*, domiciled at 1000 De La Gauchetière West, Suite 2500, in the City and Judicial district of Montréal, Province of Québec, H3B 0A2

- and -

**10422916 CANADA INC.**, a legal person incorporated under the *Canada Business Corporations Act*, having its head office at 1000 De La Gauchetière West, Suite 2500, in the City and Judicial district of Montréal, Province of Québec, H3B 0A2

- and -

**8528853 CANADA INC.**, a legal person incorporated under the *Canada Business Corporations Act*, having its head office at 1000 De La Gauchetière West, Suite 2500, in the City and Judicial district of Montréal, Province of Québec, H3B 0A2

- and -

**9060642 CANADA INC.**, a legal person incorporated under the *Canada Business Corporations Act*, having its head office at 1000 De La Gauchetière West, Suite 2500, in the City and Judicial district of Montréal, Province of Québec, H3B 0A2

- and -

**9092455 CANADA INC.**, a legal person incorporated under the *Canada Business Corporations Act*, having its head office at 3400 de l'Éclipse Street, Suite 420, in the City of Brossard, Judicial District of Longueuil, Province of Québec, J4Z 0P3

- and -

**DISTRIBUTEUR VITRO CLAIR INC.**, a legal person incorporated under the *Business Corporations Act* (Québec), having its head office at 3400 de l'Éclipse Street, Suite 420, in the City of Brossard, Judicial District of Longueuil, Province of Québec, J4Z 0P3

- and -

**SOLARCAN ARCHITECTURAL HOLDING LIMITED**, a legal person incorporated under the *Nova Scotia Business Corporations Act*, having its head office at 3400 de l'Éclipse Street, Suite 420, in the City of Brossard, Judicial District of Longueuil, Province of Québec, J4Z 0P3

- and -

**VITRERIE LÉVIS INC.**, a legal person incorporated under the *Business Corporations Act* (Québec), having its head office at 3400 de l'Éclipse Street, Suite 420, in the City of Brossard, Judicial District of Longueuil, Province of Québec, J4Z 0P3

- and -

**VITROTEC PORTES & FENÊTRES INC.**, a legal person incorporated under the *Business Corporations Act* (Québec), having its head office at 3400 de l'Éclipse Street, Suite 420, in the City of Brossard, Judicial District of Longueuil, Province of Québec, J4Z 0P3

Debtors

- and -

**ATIS LP**, a limited partnership formed under the *Civil Code of Québec*, having its head office at 1000 De La Gauchetière West, Suite 2500, in the City and Judicial district of Montréal, Province of Québec, H3B 0A2

Mise-en-cause

-and-

**RAYMOND CHABOT INC.**, a legal person incorporated under the *Business Corporations Act* (Québec), having its head office at 600 De La Gauchetière Street West, Suite 2000, in the City and Judicial District of Montreal, Province of Québec, H3B 4L8

Proposed Monitor

---

**Application for an Initial Order and an Amended and Restated Initial Order  
(Companies' Creditors Arrangement Act, ss 11, 11.001, 11.02)**

---

**To the Honorable Peter Kalichman, Judge of the Superior Court, sitting in the Commercial Division for the District of Montréal, the Debtors respectfully submit:**

1. The Debtors, Atis Group Inc., 10422916 Canada Inc., 8528853 Canada Inc. (d.b.a. Altek Windows & Doors), 9060642 Canada Inc. (d.b.a. SDI), 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., and the Mise-en-cause Atis LP (collectively, "**Atis Group**"), a leading window and door manufacturer, distributor and retailer in Canada, seek the protection of the Court under the *Companies' Creditors Arrangement Act* to restructure their operations and submit a plan of compromise and arrangement to their creditors.

2. While the formation of Atis Group took place in recent years, several of its business units and brands of windows and doors have been operating for over 70 years. Today Atis Group employs approximately 1000 employees, including employees that have been temporarily laid off and employees on leave, in seven plants and 26 stores in numerous locations in Québec, Ontario and the Maritimes. Most of these plants and stores are located outside urban centres in places such as Saint-Joseph-de-Beauce, Saint-Apollinaire, Terrebonne, Brossard, Saint-Ours, Mirabel, Greenfield Park, Lavaltrie, Vaudreuil-Dorion, Yamachiche, Trois-Rivières, Saint-Hyacinthe, Longueuil, Saint-Eustache – in Québec, and Berwick, Amherst, Dartmouth, Truro and Bridgewater – in the Maritimes.
3. Although Atis Group was historically profitable, its rapid growth through numerous acquisitions made it difficult to timely integrate operations and systems throughout the organization, resulting in significant operating losses in the last two years.
4. These losses, combined with (a) unexpected excess costs for raw materials and a significant decrease in revenue due to production issues at the Terrebonne plant, (b) decrease in sales at the Toronto Plant and (c) the consequences of the COVID-19 pandemic which forced Atis Group to close most of its plants and stores for numerous weeks, resulted in the current financial situation of Atis Group. Indeed, the decrease in revenue without a corresponding reduction in operating costs has become untenable.
5. Atis Group's proposed restructuring has a number of purposes, including:
  - (a) moving its Head Office from Brossard and centralizing most of the decision making in a single location with a view to avoiding unnecessary duplication of tasks within its organization;
  - (b) closing, totally or partially, plants and stores that are currently unprofitable and terminating a number of leases and contracts in that context;
  - (c) conducting a sale and investment solicitation process for some of its divisions with a view of generating liquidity, which would be used in part to fund the restructuring process, and to reimburse a portion of its Interim Financing and main secured indebtedness, thereby reducing its borrowing costs; selling and leasing back its two plants in Saint-Apollinaire and selling the two Vitrierie Lévis stores; and
  - (e) submitting a plan of compromise and arrangement to its creditors.
6. Atis Group believes that the implementation of these measures will lead to the creation of a restructured and profitable Atis Group, for the benefit of all of its stakeholders that include its employees, its customers, its suppliers, its creditors and the communities where operations are currently being conducted.
7. While a comprehensive restructuring plan is being developed under the protection of the Court-supervised CCAA process, Atis Group will continue to deliver the same exceptional products and customer experience and service.

**Table of contents:**

<b>I.</b>	<b>Atis Group .....</b>	<b>5</b>
A.	Overview of Atis Group’s Corporate Structure and Business.....	5
	(i) Brands and Banners .....	5
	(ii) Stores .....	6
	(iii) Plants.....	6
B.	Corporate Structure and Governance.....	8
<b>II.</b>	<b>Atis Group’s financial situation.....</b>	<b>10</b>
(a)	Financial difficulties .....	10
(b)	The effects of the COVID-19 pandemic.....	11
(c)	Atis Group’s current financial situation .....	12
<b>III.</b>	<b>Atis Group’s proposed restructuring.....</b>	<b>12</b>
<b>IV.</b>	<b>Atis Group’s Stakeholders .....</b>	<b>13</b>
(a)	The Secured Creditors .....	13
(a)	The Suppliers .....	15
(d)	Customers having paid Deposits .....	16
(e)	Taxing Authorities .....	16
<b>V.</b>	<b>Certain relief sought as part of the Initial Order and the Amended and Restated Initial Order .....</b>	<b>16</b>
A.	Appointment of the Proposed Monitor .....	16
B.	Confirmation of Appointment of CRO and Granting of CRO Charge.....	17
C.	Stay of Proceedings .....	17
D.	Administration Charge.....	18
E.	Directors’ and Officers’ Charge .....	18
F.	Interim Financing.....	19
G.	KERP and KERP Charge .....	19
H.	Payments to Suppliers .....	20
I.	SISP.....	20
J.	Confidentiality .....	21
K.	Execution order notwithstanding appeal.....	21

## I. Atis Group

### A. Overview of Atis Group's Corporate Structure and Business

8. Atis Group is one of Canada's leading window and door manufacturers with seven plants, 26 stores and approximately 1000 employees, including employees that have been temporarily laid off and employees on leave. The group manufactures, distributes, and markets a complete range of windows, doors and high-performance, energy-efficient products for construction and renovation in both residential and commercial markets through its brands and banners, which included over the years: Allsco, Altek, Alweather, Atis Windows and Doors, Extrusion SP, Laflamme, SDI, Vinylbilt, Vimat, JM Ferron, Vitrotec, Astral, Racine, Protec, Armor, Melco, SuperVision, Solensis, and Solarcan as well as Vitrierie Lévis.
9. Atis Group services its commercial and residential clientele at every step, from the choice from the widest selection of doors and windows in Canada, adapted to each client's budget and allowing them to optimize their property's energy efficiency and increase its value, to designing the products and manufacturing them, before proceeding with the installation.
10. Since its creation in 2004, Atis Group has positioned itself as a leader in the Canadian windows and doors industry and distinguished itself with a vision of sustained growth.
11. Over the years, Atis Group's business plan was marked by the strategic acquisition of well-established companies with the objective of benefiting from the best possible operating conditions, while maximizing development opportunities in respect to all of its products and services. The objective was to integrate these acquisitions while keeping a local focus, as each of the divisions sells and distributes a range of products and services intended to meet the specific needs and requirements of its local markets.
12. After a 10-year partnership with U.S. investment firm Cyprum Partners, Atis Group started a new chapter of its history in 2015 with the arrival of three new Canadian investors: Fonds de solidarité FTQ ("**FSTQ**"), Capital régional et coopératif Desjardins ("**CRCD**"), and Fondation CSN ("**Fondaction**"). This new partnership with Canadian shareholders allowed Atis Group to continue to prosper thanks to the support of its investors who understand the reality of the Canadian economy.

#### (i) Brands and Banners

13. In 2020, Atis Group combined all its Québec banners under a single banner: Atis Windows and Doors ("**ATIS**"). Since March 16, 2020, all the Québec stores bear the ATIS banner and all the products they sell are manufactured under the ATIS brand, whereas all the stores in the Maritimes bear the Alweather banner and the products they sell are manufactured under the Allsco brand.
14. In addition to these two brands, five other brands which are manufactured and sold by Atis Group, namely Laflamme, Supervision, Vinylbilt, and Armor for distribution sales and Altek for commercial sales.

**(ii) Stores**

15. Atis Group operates 26 stores across four provinces, mostly in rural regions with some of its stores in larger metropolitan areas:
  - (a) 19 ATIS stores in Québec;
  - (b) one Allsco store in New-Brunswick;
  - (c) five Alweather stores in Nova-Scotia; and
  - (d) one Alweather store in Prince-Edward-Island.
16. The premises of two stores in the city of Québec are owned by Atis Group, while all the other locations are leased.
17. In the context of the pandemic, as further discussed below, Atis Group had to close most of its stores on a number of occasions and conducted its direct sales to its customers through virtual sales with salespersons working mostly from home.
18. In light of its newfound ways to reach directly its customers and in order to streamline its activities, it is the intention of Atis Group to:
  - (a) not reopen most of its stores located in Québec; and
  - (b) keep open all of its stores in New Brunswick, Nova Scotia and Prince-Edward-Island.

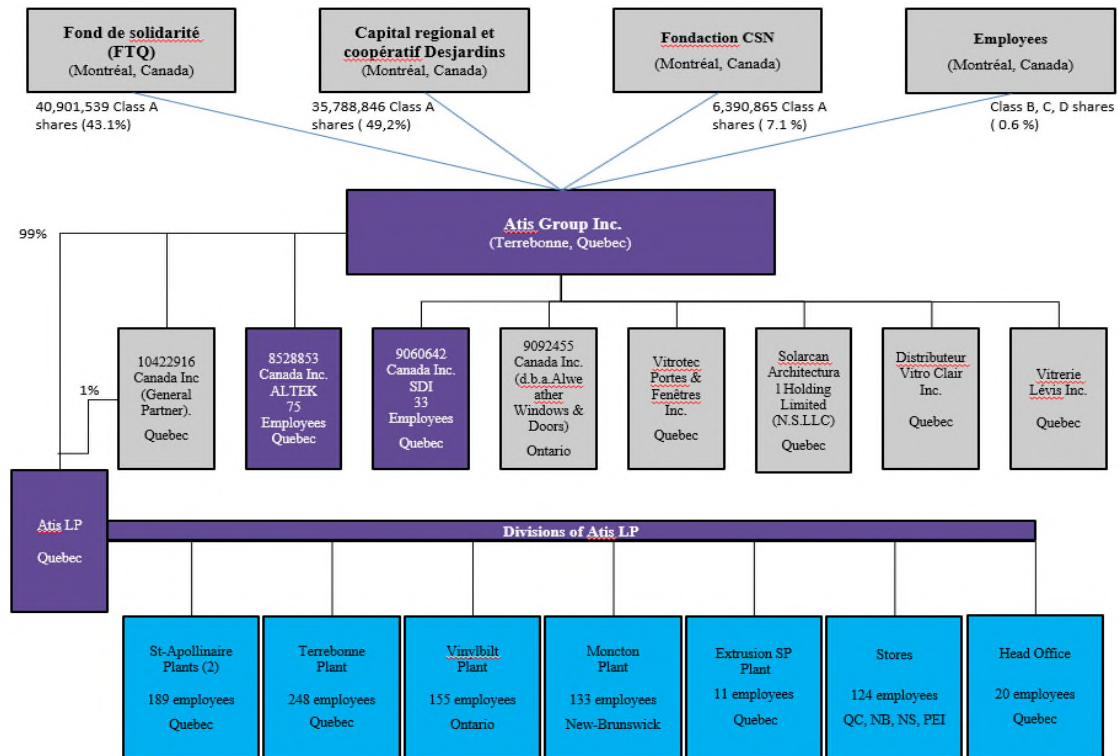
**(iii) Plants**

19. For the manufacturing of its doors and windows, Atis Group currently operates seven plants in three provinces, namely:
  - (a) two plants in Saint-Apollinaire, Québec, dedicated mostly to its Laflamme brand, which manufactures windows only and was founded in 1950;
  - (b) one plant in Terrebonne, Québec, dedicated mostly to its ATIS brand and founded in 1982;
  - (c) one other plant in Terrebonne, Québec, dedicated to its Extrusion SP division, which manufactures PVC Extrusions, plastic components of the windows manufactured in its other plants, founded in 1998;
  - (d) one plant and one warehouse in Saint-Joseph-de-Beauce, Québec, which manufactures mostly commercial aluminium products, dedicated to its Altek brand, founded in 2001;
  - (e) one plant in Toronto, Ontario, which manufactures windows only, dedicated to its Vinylbilt and Armor brands, founded in 1974;

- (f) one plant in Moncton, New Brunswick, to its dedicated Allsco and Alweather brands, founded in 1973,.
20. In order to implement necessary saving measures to significantly reduce its ongoing operating losses, Atis Group intends to :
- (a) maintain or increase its operations in its two plants in Saint-Apollinaire;
  - (b) maintain or increase its operations in Saint-Joseph-de-Beauce;
  - (c) maintain or increase its operations in Moncton;
  - (d) cease its operations in Toronto and proceed to immediately seek an investor or purchaser for that division; and
  - (e) significantly reduce its operations in Terrebonne and proceed to immediately seek an investor or purchaser for the two divisions located there.
21. Atis Group currently employs 811 employees at its seven plants, including office employees who ensure amongst other things management (including finance, human resources and IT), procurement, order entry, sales support, after sales service, installation services, transport, quality control and maintenance. Out of the total of 988 employees, the remaining staff of Atis Group consists of 124 employees across the stores, 33 employees of SDI (as defined below) and 20 employees at the Head Office.
22. In the normal course of business, Atis Group usually employs approximately 150 additional employees during its high season between March and October of each year.
23. The two plants in Saint-Apollinaire are owned by Atis Group, while the other five plants are leased.
24. Atis Group intends to enter into sale and leaseback agreements with respect to the plants it owns in order to generate necessary liquidity to fund the restructuring process, as well as to reimburse a portion of its Interim Financing and main secured indebtedness, thereby reducing its borrowing costs.

## B. Corporate Structure and Governance

25. Atis Group is composed of Atis Group Inc. (“**Atis Parent**”) and its wholly owned subsidiaries, 10422916 Canada Inc. (“**AGGP**”), 8528853 Canada Inc. (d.b.a. Portes et Fenêtres Altek, “**Altek**”), 9060642 Canada Inc. (“**SDI**”), 9092455 Canada Inc. (d.b.a. Alweather Windows & Doors, “**Alweather**”), Atis LP (“**ALP**”), Distributeur Vitro Clair Inc. (“**Distributeur**”), Solarcan Architectural Holding Limited (“**Solarcan**”), Vitrierie Lévis Inc. (“**Vitrierie**”) and Vitrotec Portes & Fenêtres Inc. (“**Vitrotec**”):



26. Atis Parent is a privately held corporation incorporated under the *Canada Business Corporation Act* and is domiciled in Montréal, Québec, as it appears from a copy of the corporate registry communicated herewith as **Exhibit P-1**.
27. Atis Parent serves as a holding company for all the other entities in Atis Group. The class A shares of Atis Parent are held by three shareholders, namely FSTQ, which holds approximately 49% of the shares, CRCD, which holds approximately 43% of the shares, and Fondaction, which holds 7.7% of the shares, while employees hold class B, C and D minority shares.
28. In 2015, Atis Group decided to simplify its corporate structure to integrate its numerous acquired divisions such that, up to and including 2017, Atis Group regrouped all of its assets and operations in three of Atis Parent’s subsidiaries, namely ALP, Altek and SDI, with the objective of dissolving the remaining subsidiaries.



29. ALP is a limited partnership formed under the *Civil Code of Québec* and is domiciled in Montréal, Québec, as it appears from a copy of the corporate registry communicated herewith as **Exhibit P-2**. Atis Parent is the special partner of ALP and AGGP, which is wholly owned by Atis Parent, is the general partner.
30. ALP is the main entity which operates the Head Office, all of Atis Group's stores, and six of the seven plants.
31. Altek is a privately held corporation incorporated under the *Canada Business Corporations Act* and is domiciled in Montréal, Québec, as it appears from a copy of the corporate registry communicated herewith as **Exhibit P-3**. Atis Parent is the sole shareholder of Altek.
32. Altek operates the plant located in St-Joseph-de-Beauce as well as a warehouse located in the same area.
33. SDI is a privately held corporation incorporated under the *Canada Business Corporations Act* and is domiciled in Montréal, Québec, as it appears from a copy of the corporate registry communicated herewith as **Exhibit P-4**. Atis Parent is the sole shareholder of SDI.
34. SDI is the entity which provides installation services in connection with Atis Group's commercial contracts and projects.
35. In 2020, Atis Group launched the ATIS banner, bringing together all its stores and the majority of its products under the same name. The Debtors currently function as an integrated business, comprised of four business units:
  - (a) The Direct sales and Contractor sales unit, for all of ALP's operations in Québec;
  - (b) The Distribution sales and Commercial Sales unit, for Altek and SDI's operations, as well as the Laflamme brand;
  - (c) The Toronto unit, for the Vinylbilt plant and operations; and
  - (d) The Maritimes unit, for the Allsco and Alweather banners and brands.
36. Most of the decisions for Atis Group regarding human resources, accounting, marketing, finance, information technology functions, treasury management and supply chain management are supervised by the Head Office, although not centralized as each business unit is also involved in these decisions for its unit.
37. The management team of Atis Group is currently comprised of:
  - Claude Rouleau, Chief Restructuring Officer;
  - François Lafortune, Vice President, Direct sales and Contractor sales;
  - Mathieu Lalonde, Vice President, Distribution sales and Commercial sales;

- Andrew Reiter, Vice President, CFO;
- Sophie Marquis, Vice President, Human Resources and Communications;
- Harry Kandilas, Vice President and Chief Executive of Vinylbilt, Business Unit – Toronto; and
- Grant Baldwin, Vice President and Chief Executive of Business Unit – Maritimes.

38. The day-to-day operations are under the supervision of the management team of each business unit, and include new business development initiatives and management of accounts receivable and accounts payable.
39. Atis Parent has a board of directors currently composed of two directors.
40. As for Atis Group's other entities, all of their directors have resigned prior to the filing of these proceedings, and Atis Parent as unique shareholder exercises their powers and duties.

## **II. Atis Group's financial situation**

### **(a) Financial difficulties**

41. Atis Group was historically profitable. Between 2014 and 2017, Atis Group grew considerably through its acquisition of 9 well-established companies which were added as divisions of Atis Group.
42. As a result of its rapid growth, Atis Group's corporate structure became too cumbersome to support the lower than expected revenues because of the difficulties to timely integrate operations and systems throughout the organization, resulting in significant operating losses in the last two years.
43. These losses, combined with (a) unexpected excess costs for raw materials and a significant decrease in revenue due to production issues at the Terrebonne plant, (b) decrease in sales at the Toronto Plant and (c) the consequences of the COVID-19 pandemic which forced Atis Group to close most of its plants and stores for numerous weeks, resulted in the current financial situation of Atis Group. Indeed, the decrease in revenue without a corresponding reduction in operating costs has become untenable.
44. In fact, Atis Group's revenues have decreased by \$51,000,000 since 2018, including a \$30,000,000 decline in revenue as a result of significant issues with its Vinylbilt plant in Toronto mainly caused by a change in management and the end of the Green On governmental program.
45. Additionally, there have been major productivity issues with Atis Group's Terrebonne plant, which were exacerbated in 2019 and resulted in a operating loss of \$8,400,000 for this plant alone, and \$24,000,000 of the company's operating performance for the 2020 financial year alone (excluding governmental programs).

46. Furthermore, in 2019 and 2020, clients cancelled numerous orders by clients due to issues with delivery timetables that were caused by poor execution in the plants.
47. Since May 2020, Atis Group has undertaken efforts to informally restructure its business and financial affairs, with limited success. For example, Atis Group namely:
  - (a) entered into a forbearance agreement with its main secured creditor, The Bank of Nova Scotia;
  - (b) obtained additional financing through loans from its shareholders and from IQ, as further detailed below;
  - (c) proceeded to lay-offs outside of the ordinary course of business temporary since December 2020; and
  - (d) mandated Solstice groupe conseil Inc. to (i) conduct an operational analysis of its business, implement a restructuring plan and take charge of the operations with the assistance of current management, and (ii) develop an action plan with a view to improving and stabilizing its financial situation.
48. Further to mandating Solstice groupe conseil Inc., Atis Group named Claude Rouleau as Chief Restructuring Officer (“**CRO**”) effective as of December 11, 2020, as appears from the CRO agreement, **Exhibit P-5 (under seal)**.
49. Despite the foregoing, Atis Group has been otherwise unable to informally restructure its business and financial affairs.

**(b) The effects of the COVID-19 pandemic**

50. On March 11, 2020, the World Health Organization declared a global pandemic and tightened preventive hygiene recommendations (elimination of physical contact, end of gatherings and demonstrations, non-essential travel, quarantines, etc.).
51. Progressively, governments around the globe started to implement measures that minimized all non-priority services and activities.
52. In March 2020, Atis Group completely shut down its operations in all of its plants until April 21, 2020, except for the Moncton plant which remained opened. Being committed to ensuring the safety of its employees, Atis Group decided not to avail itself of the essential service exception in Québec and Ontario, and resumed its operations only when it had ensured the implementation of the necessary safety measures.
53. With respect to its stores, Atis Group was forced to close 26 of its then 29 stores on March 24, 2020, and started gradually reopening them on April 21, 2020 for the stores located in Québec and May 11, 2020 for the stores located in the Maritimes.
54. In April 2020, when Atis Group gradually resumed its operations, significant additional costs were incurred in order to ensure the safety of its workforce and comply with the requirements imposed by the government. Atis Group namely implemented the following safety measures:

- (a) training employees on COVID-19 safety measures;
  - (b) providing employees with hand sanitizer;
  - (c) sanitizing the workplace thoroughly and often;
  - (d) screening workers regularly for health issues; and
  - (e) requiring its employees to wear appropriate personal protective equipment, including procedural masks which were supplied by Atis Group.
55. Further to the cessation of its operations, Atis Group faced an important back-log in its orders. Despite expending significant efforts to recruit additional employees, Atis Group was unable to hire enough employees to meet its demand, namely as a result of the impact of the Canadian Emergency Response Benefit (CERB) and the loss of availability of its foreign temporary workforce, which were previously hired annually for production during high season.
56. On December 18, 2020, Atis Group was forced to close all of its stores in the province of Québec due to the new lockdown ordered by the government. As of the date hereof, these stores have yet to reopen, pending reassessment of the business strategy.

### **(c) Atis Group's current financial situation**

57. As of December 31, 2020, the Debtors had, on a consolidated basis, total liabilities amounting to approximately \$100,000,000, which does not include any potential claims arising out of future lease termination and employee layoffs, as appears from the Consolidated Balance Sheet as of December 31, 2020, **Exhibit P-6 (under seal)**.
58. As of December 31, 2020, Atis Group had assets with a book value of approximately \$93,000,000, consisting mostly of accounts receivable, inventories, property, plant and equipment as well \$23,000,000 of intangible assets, as appears from its Consolidated Balance Sheet as of December 31, 2020, Exhibit P-6 (under seal). The realization value of these assets, in a liquidation, would be substantially lower than the book value.
59. Despite optimizing its use of cash on hand, Atis Group expects that it will not be able to meet its obligations as they generally become due within reasonable proximity of time as compared with the 13 weeks reasonably required to implement a restructuring.
60. Therefore, as the Debtors are insolvent, further to a review of its strategic alternatives, Atis Group determined that it was in the best interest of all of its stakeholders to initiate proceedings under the Companies' Creditors Arrangement Act (the "**CCA**") and the "**CCA Proceedings**").

### **III. Atis Group's proposed restructuring**

61. Atis Group's proposed restructuring has a number of purposes, including:
- (a) moving its Head Office from Brossard and centralizing most of the decision making in one single location with a view to avoiding unnecessary duplication of tasks within its organization;

- (b) closing, totally or partially, plants and stores that are currently unprofitable and terminating a number of leases and contracts in that context;
  - (c) conducting a sale and investment solicitation process for some of its divisions with a view of generating liquidity, which would be used in part to fund the restructuring process, and to reimburse a portion of its Interim Financing and main secured indebtedness, thereby reducing its borrowing costs; selling and leasing back its two plants in Saint-Apollinaire and selling the two Vitrierie Lévis stores; and
  - (e) submitting a plan of compromise and arrangement to its creditors.
62. Atis Group believes that the implementation of those measures will lead to the creation of a restructured and profitable Atis Group, for the benefit of all of its stakeholders that include its employees, its customers, its suppliers, its creditors and the communities where operations are currently being conducted.
63. The prospects for these restructuring efforts are significantly enhanced if the Debtors obtain the relief being sought on this Application by the granting of protection under the CCAA by this Court on the terms of the Draft Initial Order, **Exhibit P-7**, and the Draft Amended and Restated Initial Order, **Exhibit P-8**.

#### **IV. Atis Group's Stakeholders**

##### **(a) The Secured Creditors**

64. As at December 31, 2020, Atis Group's indebtedness towards its secured creditors totalled \$55,690,000, as appears from Atis Group's Consolidated Balance Sheet as at December 31, 2020, Exhibit P-6 (under seal).

##### ***First Ranking Secured Creditor – Bank of Nova Scotia***

65. A credit agreement dated as of July 14, 2017 was entered into between Atis Parent 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 issued by the Administrative Agent to the Credit Parties and accepted by the Credit Parties (as further amended from time to time, the "**Credit Agreement**") in order to provide Atis Group with new credit facilities to finance general corporate purposes, including working capital requirements, and to finance acquisitions:
- (a) a revolving facility of up to \$17 million;
  - (b) a term loan of \$35,000,000; and
  - (c) a delayed draw term facility

(the “**Senior BNS Security**”).

66. As security for the payment and performance of the obligations of Atis Group, the Bank holds a first ranking security on all movable and immovable property of each of the Atis Group entities, as well as guarantees of the obligations of Atis Parent to the Bank, as appears from a search report dated February 10, 2021 (the “**Search Report**”), **Exhibit P-9**.
67. On May 15, 2020, Atis Group entered into a forbearance agreement with the Bank, which expires on May 19, 2021.
68. As at December 31, 2020, Atis Parent’s indebtedness towards the Bank totalled \$48,690,000, as appears from Atis Group’s Consolidated Balance Sheet as at December 31, 2020, Exhibit P-6 (under seal).

**Second Ranking Secured Creditors – Pari-Passu**

69. Atis Parent’s shareholders, FSTQ, CRCD and Fondation, as well as Investissement Québec (“**IQ**”) are Atis Group’s second ranking secured creditors, on a *pari-passu* basis.
70. A loan agreement dated as of April 20, 2020 was entered into between Atis Parent, ALP, AGGP, Solarcan, SDI, Distributeur and Altek, as borrowers, and IQ, as lender, (as amended from time to time) in connection with a term loan in the amount of \$6,300,000 granted by IQ.
71. A loan agreement dated as of May 14, 2020, was entered into between Atis Parent, ALP, AGGP, Solarcan, SDI, Distributeur and Altek as borrowers, and FSTQ, as lender (as amended from time to time), in connection with a term loan in the amount of \$1,350,000 granted by FSTQ.
72. A loan agreement dated as of May 14, 2020, was entered into between Atis Parent, ALP, AGGP, Solarcan, SDI, Distributeur and Altek, as borrowers, and CRCD, as lender, (as amended from time to time) in connection with a term loan in the amount of \$1,050,000 granted by CRCD.
73. A loan agreement dated as of May 14, 2020, was entered into between Atis Parent, ALP, AGGP, Solarcan, SDI, Distributeur and Altek, as borrowers, and Fondation, as lender, (as amended from time to time) in connection with a term loan in the amount of \$300,000 granted by Fondation.
74. As a security for the payment and performance of the obligations of Atis Parent, ALP, AGGP, Solarcan, SDI, Distributeur and Altek, FSTQ, CRCD, Fondation and IQ hold a second ranking security on all movable and immovable property of each of the Atis Group entities, as well as guarantees of the obligations of Atis Parent, ALP, AGGP, Solarcan, SDI, Distributeur and Altek, as appears the Search Report (Exhibit P-9).
75. As at December 31, 2020, Atis Parent’s secured indebtedness towards FSTQ, CRCD, Fondation and IQ totalled \$7,000,000:
  - (a) IQ, in the amount of \$4,900,000;

- (b) FSTQ, in the amount of \$1,050,000;
- (c) CRCD, in the amount of \$817,000; and
- (d) Fondation, in the amount of \$233,000.

as appears from Atis Group's Consolidated Balance Sheet as at December 31, 2020, Exhibit P-5 (under seal).

76. In addition to this secured indebtedness, Atis Group unsecured indebtedness towards Atis Parent's shareholders FSTQ, CRDC and Fondation total \$15,299,000 of debentures.

**(a) The Suppliers**

77. Atis Group has almost 700 suppliers across Canada and the United States.
78. As at December 31, 2020, Atis Group's indebtedness towards its suppliers totalled \$8,360,000, as appears from Atis Group's Consolidated Balance Sheet as at December 31, 2020, Exhibit P-6 (under seal).

**(a) The Employees**

79. As of November 2020, Atis Group employed approximately 1005 employees. Since then, Atis Group proceeded 101 temporary lay-offs and 17 permanent layoffs.
80. As of the date hereof, Atis Group employs 988 employees, including 264 employees in Saint-Apollinaire and Saint-Joseph-de-Beauce, making Atis Group an important employer in these rural areas of the province of Québec. The employees can be broken down as follows:
- (a) 20 employees at the Head Office;
  - (b) 811 employees in its plants;
  - (c) 124 employees in its stores; and
  - (d) 33 employees in SDI for the commercial installations.
81. Atis Group is party to three collective agreements:
- (a) with Teamsters Québec, Local 106, for the 94 production employees of the Terrebonne plant, effective until March 31, 2026;
  - (b) with Le Syndicat des Métallos, Local 9278, for the 127 production employees of the Saint-Apollinaire plant, effective until October 1, 2025; and
  - (c) with UFCW Canada, Local 1288P, for the 81 production employees of the Moncton plant, effective until June 5, 2023.
82. All amounts owed to Atis Group's employees are paid in the ordinary course of business.

83. Atis Group maintains two pension plans for certain of its employees in Québec, namely with FSTQ and Fondation, as well as a retirement plan for its employees from the Allsco plant in Moncton. All amounts due pursuant to the pension plans currently in place are paid in the ordinary course of business.

**(d) Customers having paid Deposits**

84. Atis Group collects deposits from its customers upon execution of the contract of 15% to 25% of the order in the absence of financing, and 100% in the presence of financing, depending on whether the contract provides for installation (the “**Deposit**”). The Deposit is used by Atis Group to cover the costs of the purchase of raw materials from its suppliers to complete the respective customer’s orders.
85. As at December 31, 2020, Atis Group’s indebtedness towards its customers having paid a Deposit totalled \$4,727,000, as appears from Atis Group’s Consolidated Balance Sheet as at December 31, 2020, Exhibit P-6 (under seal), out of which \$1,200,000 was financed by the National Bank which currently holds a letter of credit in the amount of \$1,000,000.
86. Atis Group intends to honour all existing orders for which a Deposit was collected.

**(e) Taxing Authorities**

87. As at January 30, 2021, Atis Group’s indebtedness towards the tax authorities for unremitted sales taxes totalled approximately \$195,600 :
- (a) \$83,779.75 for GST and QST in Québec;
  - (b) \$55,855.92 for HST in Ontario;
  - (c) \$44,634.47 for HST in the Maritimes; and
  - (d) \$11,356.60 for GST.

**V. Certain relief sought as part of the Initial Order and the Amended and Restated Initial Order**

88. In accordance with section 11.001 of the CCAA, Atis Group requests the following relief on February 19, 2021.

**A. Appointment of the Proposed Monitor**

89. The Debtors request that this Court appoint Raymond Chabot inc. (the “**Proposed Monitor**”), a licensed insolvency trustee, as monitor.
90. The Proposed Monitor has been assisting Atis Group in recent weeks in connection with the preparation of various restructuring alternatives.
91. Considering its valuable insights into Atis Group’s business and operations and its ability to perform monitoring duties without further delay, Atis Group believes that it is in the best interest of all its stakeholders that the Proposed Monitor be appointed as monitor within the proceedings.



92. Moreover, in recent weeks, the majority of Atis Group's directors and officers of have resigned and Atis Group and the Proposed Monitor have been informed that some of the remaining directors and officers of Atis Group might resign shortly prior to or concurrently with the filing of these CCAA proceedings.
93. Given the circumstances, the Draft Initial Order (Exhibit P-7) seeks an expansion of the Proposed Monitor's powers in the context of these CCAA proceedings to implement the restructuring process for the benefit of Atis Group's stakeholders.
94. The Proposed Monitor is prepared, and has consented, to act as Monitor during the CCAA proceedings, subject to obtaining this Court's authorization. The Proposed Monitor has also prepared a report in support of the present application communicated herewith as **Exhibit P-10 (Schedules A and B being filed under seal)**.

#### **B. Confirmation of Appointment of CRO and Granting of CRO Charge**

95. The CRO is already familiar with the Debtors' operations and financial situation, has consented to act as Chief Restructuring Officer in respect of the Debtors and is qualified to do so.
96. It is submitted that the appointment of the CRO should be confirmed and that the CRO be granted the protections set out in the Draft Initial Order (Exhibit P-6) in order to ensure, *inter alia*, that the contemplated restructuring is not impeded, including an order prohibiting any proceedings against the CRO without prior authorization from the Court.
97. The CRO intends to work with the Proposed Monitor to put into place a sale and investment solicitation process and proceed to moving the Head Office, closing stores and plants and selling and leasing back stores and plants, as the case may be.
98. The CRO advised Atis Group that he is willing to provide or continue to provide his professional services during the restructuring only if he is protected by a priority charge on Atis Group's property in the amount of \$750,000, namely for the payment of his fees and of the indemnity provided for in the CRO agreement (the "**CRO Charge**").
99. The Debtors respectfully submit that the CRO Charge sought is necessary and appropriate, as well as reasonable, under the circumstances and that, accordingly, it should be granted.

#### **C. Stay of Proceedings**

100. The Debtors request that all proceedings and remedies taken or that might be taken in respect of the Debtors or any of their property and their Directors and Officers for an initial period of ten days be stayed in accordance with the CCAA (the "**Stay**").
101. The Debtors also request that the Stay be extended to the Mise-en-cause, ALP.
102. The Stay will preserve the *status quo* during the restructuring and prevent creditors and others from taking any steps to try and better their positions in comparison to other creditors. All stakeholders generally, including creditors, will benefit from the CCAA Proceedings.

**D. Administration Charge**

103. The Debtors' legal counsel as well as the Proposed Monitor and its legal counsel (collectively, the "**Professionals**") are essential to Atis Group's restructuring.
104. The Professionals advised Atis Group that they are willing to provide or continue to provide their professional services during the restructuring only if they are protected by a priority charge on Atis Group's property in the amount of \$450,000 (the "**Administration Charge**").
105. In this context, the Debtors respectfully submit that the Administration Charge sought is necessary and appropriate, as well as reasonable, under the circumstances and that, accordingly, it should be granted.

**E. Directors' and Officers' Charge**

106. A restructuring of Atis Group will only be possible with the continued participation of its board of directors and their officers (the "**Directors and Officers**"), its management and employees. These members of personnel are essential to the viability of the Debtor's business and to a successful restructuring.
107. Although Atis Group intends to comply with all applicable laws and regulations, including the timely remittance of deductions at source, federal and provincial sales tax and excise tax in connection with the sale of its products incurred after February 19, 2021, the Director and Officers are nevertheless concerned about the potential liability in the context of the present proceedings.
108. Absent the protections sought in the conclusions of the present Application, Atis Group is concerned that the Directors or Officers may be advised to resign their posts, which would jeopardize the continuation of Atis Group's business operations.
109. Accordingly, Atis Group requests that the Initial Order include an indemnification and charge in favour of the Directors and Officers of Atis Group.
110. The Directors and Officers currently benefit from directors and officers' insurance coverage up to an amount of \$3,000,000. However, this coverage may prove insufficient or subject to standard exclusions which could make it difficult to cover all potential liabilities that can arise in the context of a restructuring process, including liabilities for unremitted sales taxes, as well as employee wages and vacations.
111. Atis Group seeks a charge in the amount of \$2,250,000 which will allow for indemnification of the Directors and Officers in respect of any potential liabilities in the context of the present proceedings, but only to the extent that such claims are not covered by the current insurance coverage in place for the Directors and Officers.
112. Such charge is intended to allow the Director and Officers to focus their efforts on these restructuring proceedings, for the benefit of all stakeholders.

## F. Interim Financing

113. Over the course of the last weeks, Atis Group, together with the Proposed Monitor, has had several discussions regarding Atis Group's financing needs to ensure the funding of the proposed restructuring process, and the payment of Atis Group's post-filing working capital requirements during the CCAA Proceedings.
114. On the basis of these discussions, the Bank (the "**Interim Lender**") is prepared to provide interim financing to Atis Group on the terms and conditions set forth in the interim financing facility term sheet, **Exhibit P-11 (under seal)** (the "**Interim Financing Term Sheet**"), which provides for a credit facility up to a total amount of \$2,500,000 for the first ten days of the restructuring, and up to a total amount of \$6,250,000 afterwards (the "**Interim Facility**").
115. Given the current financial situation of Atis Group, including its cash position, the Interim Facility is the only feasible financing alternative available, and is on terms that are fair, reasonable and adequate.
116. In accordance with the Interim Financing Term Sheet, any interim advance bears interest at the rate equal to the Prime Rate (as defined in the Interim Financing Term Sheet) plus 3.75% per annum. The Interim Facility includes a Interim Lender Facility Fee of 1.8%, and may be reimbursed at any time by Atis Group, without prepayment penalty. The Interim Facility allows Atis Group to give comfort to its stakeholders that it has access to sufficient liquidities in order to meet its ongoing obligations as part of the CCAA proceedings.
117. As things currently stand and subject to collecting receivables, Atis Group is currently expected to run out of cash in the short term and, as such, it is urgent for this Court to authorize the Interim Facility.
118. For the reasons set out herein, Atis Group seek a charge in the amount of \$3,000,000 to secure any amounts owed to the Interim Lender during the first ten days of the restructuring, and an increase of the amount of such charge to \$7,500,000 as part of the Amended and Restated Initial Order.

## G. KERP and KERP Charge

119. In consultation with the Proposed Monitor and the CRO, Atis Group has developed a draft Key Employee Retention Program (the "**KERP**"), the terms and conditions of which are set out in the proposed Key Employee Bonus Agreement, filed as **Exhibit P-12** (under seal).
120. The KERP provides for incentives for key employees to continue to remain employed by Atis Group in the unusual circumstances that face these employees who have been working with and will continue to work with the objective of implementing the proposed restructuring, even though their own employment is not certain.
121. In order to secure the payment owed to the above-mentioned key employees in accordance with the KERP, the Debtors seek an order from this Court granting to such employees a priority charge over Atis Group's assets in the amount of \$500,000.

## H. Payments to Suppliers

122. Atis Group's continuous operations are highly dependent on suppliers on a number of regional suppliers with who it maintains close business relationships and who are themselves highly dependent on continuous payment from Atis Group. As of the date hereof, some of these suppliers have not been paid for services actually supplied to Atis Group prior to the initiation of the CCAA proceedings.
123. Atis Group submits that it could be necessary to pay the amounts owing to these suppliers as they operate small business, such that they could not afford no to be paid without being put in financial difficulty, which would in turn impact Atis Group's operations.
124. Atis Group therefore asks to be authorized to pay, with the consent of the Proposed Monitor or the Court, any pre-filing unpaid claim of supplier it deems critical, up to an aggregate amount of \$300,000.

## I. SISP

125. Atis Group, in consultation with the Proposed Monitor and the CRO, has developed a sale and investment solicitation process to be conducted in respect of the business and certain assets of Atis LP (the "**SISP**"), the whole in accordance with the terms and modalities of the SISP procedures ("**SISP Procedures**"), **Exhibit P-13**.
126. The SISP Procedures provide, inter alia, that:<sup>1</sup>
- (a) the SISP will be conducted by the Proposed Monitor;
  - (b) The Proposed Monitor will identify prospective investors and purchasers and provide such Prospective Bidders with a Teaser Letter;
  - (c) there will be two mandatory phases to identify a successful bid : (i) a non-binding LOI phase to qualify Prospective Bidders as Qualified Bidders and (ii) a binding offer phase where Qualified Bidders submit binding Qualified Bids;
  - (d) if the Proposed Monitor determines that more than one Qualified Bid was received that is in the best interests of their stakeholders, they may, without having the obligation to do so, conduct an Auction to select a Successful Bid; and
  - (e) after a definitive agreement in respect of a Successful Bid has been finalized, the Proposed Monitor will apply to the Court for an order approving any transaction(s) contemplated in such Successful Bid.
127. It is respectfully submitted that the proposed SISP, which has been reviewed and approved by the Proposed Monitor, is fair and reasonable and should be approved as soon as possible in order to advance the restructuring process for the benefit of all of Atis Group's stakeholders, of the terms of Draft Amended and Restated Initial Order (Exhibit P-8).

---

<sup>1</sup> All capitalized terms having the meanings ascribed to them in the SISP Procedures.

**J. Confidentiality**

128. Atis Group is privately owned and therefore has no statutory securities disclosure obligations. It is therefore under no obligation to disclose its cash flow statements and/or its financial statements to the public.
129. Atis Group does not wish to share its confidential information, including its financial information, with the general public, notably its major competitors.
130. Atis Group respectfully submits that public disclosure of such sensitive information and documentation would be very prejudicial to its business, notably due to the potential use of this information by its competitors.
131. At the same time, absence of disclosure of such confidential information would cause no prejudice to its creditors, as the information would nevertheless be filed with this Court and could be made available to certain creditors following an undertaking of confidentiality and a confirmation that such creditors are not competitors, substantially similar to the draft agreement communicated herewith as **Exhibit P-14**.
132. Atis Group therefore seeks an order declaring that certain financial information produced and/or communicated in the context of the CCAA proceedings shall be kept strictly confidential and shall be filed under seal.

**K. Execution order notwithstanding appeal**

133. In view of the urgency and severity of the circumstances Atis Group is currently facing, it is essential that execution of the orders requested be granted notwithstanding appeal.

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

**RENDER**, on February 19, 2021, an Initial Order substantially to the Draft Initial Order, Exhibit P-7;

**RENDER**, on or prior to March 1<sup>st</sup>, 2021, an Amended and Restated Initial Order substantially similar to the Draft Amended and Restated and Initial Order, Exhibit P-8;

**THE WHOLE** without legal costs, save in case of contestation.

Montreal, February 18, 2021

McCarthy Tétrault LLP

---

**McCarthy Tétrault LLP**

Lawyers for the Debtors

M<sup>re</sup> Alain N. Tardif

M<sup>re</sup> François-Alexandre Toupin

M<sup>re</sup> Pascale Klees-Themens

2500 - 1000 De La Gauchetière St. West

Montréal, QC H3B 0A2

Telephones:

514.397.4274

514.397.4210

514.397.7074

E-mails:

[atardif@mccarthy.ca](mailto:atardif@mccarthy.ca)

[fatoupin@mccarthy.ca](mailto:fatoupin@mccarthy.ca)

[pkleesthemens@mccarthy.ca](mailto:pkleesthemens@mccarthy.ca)

Superior Court  
(Commercial Division)

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

---

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

**ATIS GROUP INC.**

- and -

**10422916 CANADA INC.**

- and -

**8528853 CANADA INC.**

- and -

**9060642 CANADA INC.**

- and -

**9092455 CANADA INC.**

- and -

**DISTRIBUTEUR VITRO CLAIR INC.**

- and -

**SOLARCAN ARCHITECTURAL HOLDING LIMITED**

- and -

**VITRERIE LÉVIS INC.**

- and -

**VITROTEC PORTES & FENÊTRES INC.**

Debtors

- and -

**ATIS LP**

Mise-en-cause

-and-

**RAYMOND CHABOT INC.**

Proposed Monitor

---

**SWORN DECLARATION**

---

I, the undersigned, CLAUDE ROULEAU, authorized representative of the Debtors, domiciled for the purpose hereof at 818 Old Notch Road, in the City of Sutton, Judicial District of Bedford, Province of Quebec, J0E 2K0, solemnly affirms that:

1. I am personally aware of the facts alleged in paragraphs 1-2, 5-10, 13-16, 18-21, 23-27, 29-35, 37, 39-41, 47-51, 56-78, 80-83, 85-134 of the *Application for an Initial Order and an Amended and Restated Initial Order*;
2. I have been informed by Atis Group's management, directors and/or officers of the facts alleged in paragraphs 3-4, 11-12, 17, 22, 28, 36, 38, 42-46, 52-55, 79, 84 of the *Application for an Initial Order and an Amended and Restated Initial Order*;
3. All the facts alleged in the present *Application for an Initial Order and an Amended and Restated Initial Order* are true to the best of my knowledge.

AND I HAVE SIGNED,

  
\_\_\_\_\_  
**Claude Rouleau**

SOLEMNLY AFFIRMED TO BEFORE ME AT  
MONTREAL, this 18<sup>th</sup> day of February, 2021



Line Cloutier, #202,986

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



Superior Court  
(Commercial Division)

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

---

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

**ATIS GROUP INC.**

- and -

**10422916 CANADA INC.**

- and -

**8528853 CANADA INC.**

- and -

**9060642 CANADA INC.**

- and -

**9092455 CANADA INC.**

- and -

**DISTRIBUTEUR VITRO CLAIR INC.**

- and -

**SOLARCAN ARCHITECTURAL HOLDING LIMITED**

- and -

**VITRERIE LÉVIS INC.**

- and -

**VITROTEC PORTES & FENÊTRES INC.**

Debtors

- and -

**ATIS LP**

Mise-en-cause

-and-

**RAYMOND CHABOT INC.**

Proposed Monitor

---

**Notice of Presentation  
Commercial**

---

**TO: The Service List**

## **1. PRESENTATION OF THE PROCEEDING**

**TAKE NOTICE** that the present *Application for an Initial Order and an Amended and Restated Initial Order* will be presented for adjudication before the Superior Court of Québec, sitting in the commercial division for the district of Montréal, in a **room to be determined 16.04** of the Montreal Courthouse, located at 1 Notre Dame Street East, Montréal, QC, H2Y 1B6, on **February 19, 2021, at a time to be determined.**

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

The coordinates for joining the room 16.04 virtual roll call are the following:

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

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

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

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

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

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

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

- b) **By telephone:**

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

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

Conference ID: 516 211 860#

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

Conference VTC ID: 1149478699

- d) **In person:** If and only if you do not have access to one of these technological means above-identified. You can then go to room 16.04 of the Courthouse of Montreal, located at:

1 Notre-Dame Street East.

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

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

**4. OBLIGATIONS**

## 4.1 The Collaboration

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

## 4.2 Preventing and Resolving Disputes Method

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

**DO GOVERN YOURSELVES ACCORDINGLY.**

Montreal, February 18, 2021

McCarthy Tétrault LLP

---

**McCarthy Tétrault LLP**  
Lawyers for the Debtors

Superior Court  
(Commercial Division)

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

---

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

**ATIS GROUP INC.**

- and -

**10422916 CANADA INC.**

- and -

**8528853 CANADA INC.**

- and -

**9060642 CANADA INC.**

- and -

**9092455 CANADA INC.**

- and -

**DISTRIBUTEUR VITRO CLAIR INC.**

- and -

**SOLARCAN ARCHITECTURAL HOLDING LIMITED**

- and -

**VITRERIE LÉVIS INC.**

- and -

**VITROTEC PORTES & FENÊTRES INC.**

Debtors

- and -

**ATIS LP**

Mise-en-cause

-and-

**RAYMOND CHABOT INC.**

Proposed Monitor

---

**LIST OF EXHIBITS**

---

<b>Exhibit P-1</b>	Copy of the corporate registry for Atis Parent;
<b>Exhibit P-2</b>	Copy of the corporate registry for ALP;
<b>Exhibit P-3</b>	Copy of the corporate registry for Altek;
<b>Exhibit P-4</b>	Copy of the corporate registry for SDI;
<b>Exhibit P-5</b>	UNDER SEAL – CRO Agreement;
<b>Exhibit P-6</b>	UNDER SEAL - Consolidated Balance Sheet as of December 31, 2020;
<b>Exhibit P-7</b>	Draft Initial Order;
<b>Exhibit P-8</b>	Draft Amended and Restated Initial Order;
<b>Exhibit P-9</b>	Search report dated February 10, 2021;
<b>Exhibit P-10</b>	Report prepared by the Proposed Monitor (Schedules A and B being filed UNDER SEAL);
<b>Exhibit P-11</b>	UNDER SEAL - Interim financing facility term;
<b>Exhibit P-12</b>	UNDER SEAL – Proposed Key Employee Bonus Agreement;
<b>Exhibit P-13</b>	SISP Procedures;
<b>Exhibit P-14</b>	Draft Confidentiality Agreement;
<b>Exhibit P-15</b>	Draft Initial Order (P-7) compared with Standard Initial Order Form;
<b>Exhibit P-16</b>	Draft Amended and Restated Initial Order (P-8) compared with Standard Initial Order Form.

Montreal, February 18, 2021

*McCarthy Tétrault LLP*

---

**McCarthy Tétrault LLP**  
Lawyers for the Debtors

SUPERIOR COURT  
(COMMERCIAL DIVISION)

---

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

---

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

**ATIS GROUP INC.**

- and -

**10422916 CANADA INC.**

- and -

**8528853 CANADA INC.**

- and -

**9060642 CANADA INC.**

- and -

**9092455 CANADA INC.**

- and -

**DISTRIBUTEUR VITRO CLAIR INC.**

- and -

**SOLARCAN ARCHITECTURAL HOLDING LIMITED**

- and -

**VITRERIE LÉVIS INC.**

- and -

**VITROTEC PORTES & FENÊTRES INC.**

Debtors

- and -

**ATIS LP**

Mise-en-cause

-and-

**RAYMOND CHABOT INC.**

Proposed Monitor

---

**Application for an Initial Order and  
an Amended and Restated Initial Order**

---

M<sup>re</sup> Alain N. Tardif – 514-397-4274

[atardif@mccarthy.ca](mailto:atardif@mccarthy.ca)

M<sup>re</sup> François Alexandre Toupin – 514-397-4210

[fatoupin@mccarthy.ca](mailto:fatoupin@mccarthy.ca)

M<sup>re</sup> Pascale Klees-Themens – 514-397-7074

[pkleesthemens@mccarthy.ca](mailto:pkleesthemens@mccarthy.ca)

Our reference: 225458-541725

BC0847

**MCCARTHY TÉTRAULT LLP**

Suite 2500

1000 De La Gauchetière Street West

Montréal (Québec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

[notification@mccarthy.ca](mailto:notification@mccarthy.ca)