

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* of:

ATIS GROUP INC.
10422916 CANADA INC.
8528853 CANADA INC.
9060642 CANADA INC.
9092455 CANADA INC.
DISTRIBUTEUR VITRO CLAIR INC.
SOLARCAN ARCHITECTURAL HOLDING LIMITED
VITRERIE LÉVIS INC.
VITROTEC PORTES & FENÊTRES INC.

Debtors

- and -

ATIS LP

Mise-en-cause

-and-

RAYMOND CHABOT INC.

Monitor

-and-

9446-1753 QUÉBEC INC., a legal person incorporated under the *Business Corporations Act* (Québec), domiciled at 160 Boulevard de l'Industrie, Candiac, Québec, J5R 1J3, Canada

FENPLAST INC., a legal person incorporated under the *Business Corporations Act* (Québec), domiciled at 160 Boulevard de l'Industrie, Candiac, Québec, J5R 1J3, Canada

9446-5523 QUÉBEC INC., a legal person incorporated under the *Business Corporations Act* (Québec), domiciled at 160 Boulevard de l'Industrie, Candiac, Québec, J5R 1J3, Canada

LES FENÊTRES CAMÉLÉON INC., a legal person incorporated under the *Business Corporations Act* (Québec), domiciled at 160 Boulevard de l'Industrie, Candiac, Québec, J5R 1J3, Canada

**THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION
DIVISION OF LOTBINIÈRE
THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**

Mis-en-cause

Application for the Issuance of an Approval, Assignment and Vesting Order, a Second Claims Procedure Order and a Fourth Extension Order¹
(Companies' Creditors Arrangement Act, ss 11, 11.3, 19 and 36)

To the Honourable Michel A. Pinsonnault of the Superior Court, sitting in the Commercial Division for the District of Montréal, the Debtors respectfully submit:

I. Introduction

1. By the present application (the "**Application**"), the Debtors and the Mise-en-cause, Atis LP (collectively, "**Atis Group**"), are seeking (i) this Court's approval of a claims process (the "**Second Claims Process**") to determine and adjudicate claims arising after April 26, 2021, against the Beneficiaries (as defined hereinafter), the CRO, the Debtors' current and former directors and officers (the "**Directors and Officers**"), (ii) declarations from this Court that: (a) the outstanding Certificates of Indemnity (as defined hereinafter) issued by the Monitor pursuant to the Amended and Restated Initial Order will become null and void as of the dates indicated in the Proposed AVO (as defined hereinafter) or in the event that the orders placed by Atis Group are not satisfactory to the applicable Purchaser, acting reasonably, by such dates and (b) prepaid amounts in respect of orders placed by Atis Group which are not delivered to the applicable Purchaser by the dates indicated in the Proposed AVO (as defined hereinafter) are to be remitted by the supplier to the Monitor within five (5) business days of such dates, (iii) an extension of the Stay Period up to and including November 1, 2021 and (iv) this Court's approval of the Proposed Transaction (as this term is defined hereinafter) and the Court's authorization to execute:
 - (a) an asset purchase agreement (the "**Asset Purchase Agreement**") between 9060642 Canada Inc. ("**SDI**"), 8528853 Canada Inc. (doing business as Altek Windows and Doors) ("**Altek**"), Atis LP, acting through its general partner 10422916 Canada Inc. (Atis LP, together with SDI and Altek, the "**Vendors**"), as vendors, and 9446-1753 Québec Inc. ("**1753**"), Fenplast Inc. ("**Fenplast**"), 9446-5523 Québec Inc. ("**5523**") and Les Fenêtres Caméléon Inc. ("**Caméléon**" and together with 1753, Fenplast and 5523, the "**Purchasers**", as purchasers, with the intervention of Raymond Chabot Inc. (in its capacity as monitor of Atis Group and not in its personal capacity), Atis Group Inc. and Edificom Inc. ("**Edificom**") for the sale of:
 - (i) the rights, title and interest of SDI in the assets being used in connection with its installation services business for Atis Group's commercial contracts and projects (the "**SDI Business**");
 - (ii) the rights, title and interest of Altek in the assets being used in connection with the manufacturing and sale of aluminum windows and doors for multi-storey buildings (the "**Altek Business**");

¹ All capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the *Application for an Initial Order and for an Amended and Restated Initial Order* filed in the Court record.

(iii) the rights, title and interest of Atis LP in the assets being used in connection with (a) the operation of two plants in Saint-Apollinaire, Québec dedicated mostly to its Laflamme branded products, which are a line of windows destined for the retail and entrepreneur market (the “**Laflamme Saint-Apollinaire Business**”), (b) the operation of a distribution centre (which stores doors and windows to be delivered or installed for Atis Group’s clients) and the administrative offices located in Terrebonne, Québec (the “**Laflamme Terrebonne Business**”) and (c) the operation of a plant in Terrebonne, Québec dedicated to its Extrusion SP division, which manufactures PVC extrusions, plastic components which are used for the manufacturing of windows (the “**Extrusion SP Business**” and together with the SDI Business, the Altek Business, the Laflamme Saint-Apollinaire Business and the Laflamme Terrebonne Business, the “**Businesses**”); and

(iv) the rights, title and interest of Atis Group Inc. in certain trademarks and domain names.

(b) a deed of sale (the “**Deed of Sale**”) between Atis Group Inc., as vendor, and Edificom, as purchaser, for the sale of the rights, title and interest of Atis Group Inc. in the following real property:

(i) the immovables known and designated as lot numbers 3 383 303, 3 383 325 and 3 383 457 of the Cadastre of Québec, registration division of Lotbinière, and the buildings erected thereon (“**Immovable A**”); and

(ii) the immovable known and designated as lot number 3 383 279 of the Cadastre of Québec, registration division of Lotbinière, and the buildings erected thereon (“**Immovable B**” and collectively with Immovable A, the “**Real Property**”).

(collectively, the “**Proposed Transaction**”)

2. As such, Atis Group is seeking the issuance of orders substantially in the form of (i) the proposed a fourth extension order (the “**Proposed Extension Order**”), communicated herewith as **Exhibit P-1**; (ii) the proposed claims procedure order (the “**Proposed Second CPO**”), communicated herewith as **Exhibit P- 2**; and (iii) the proposed approval, assignment and vesting order (the “**Proposed AVO**”), communicated herewith as **Exhibit P- 3 (Schedules E-1 to E-4 of which are under seal)**.

II. Procedural background

3. On February 18, 2021, Atis Group served an *Application for an Initial Order and an Amended and Restated Initial Order* (the “**Initial Application**”), as appears from the Court record.

4. The Initial Application provides a detailed description of the activities of Atis Group, its key stakeholders, the circumstances surrounding the filing of the Initial Application as well as the restructuring contemplated pursuant to the Initial Order.

5. On February 19, 2021, the Court granted the Initial Application and rendered an Initial Order, commencing proceedings in respect of Atis Group under the CCAA (the “**CCAA Proceedings**”) and appointing Raymond Chabot Inc. as monitor of Atis Group (in such capacity, the “**Monitor**”).
6. On March 1, 2021, the Court rendered an Amended and Restated Initial Order, *inter alia*:
 - (a) confirming the provisions of the Initial Order;
 - (b) extending the Stay Period to April 30, 2021;
 - (c) approving a sale and investment solicitation process in respect of the business and assets of Atis Group (the “**SISP**”); and
 - (d) creating a charge in favour of the Monitor (as security for the payment of any obligation contracted by the Monitor and evidenced by the issuance by the Monitor of a certificate in favour of certain suppliers pursuant to which the Monitor undertakes to indemnify the supplier for the non-payment by Atis Group of the merchandise manufactured by such supplier that is specifically tailored to the needs of Atis Group and identified in the certificate (a “**Certificate of Indemnity**”).
7. On March 10, 2021, the Court issued a Receivership Order appointing Raymond Chabot Inc. as receiver (in such capacity, the “**Receiver**”) over a certain pool of funds for the sole purpose of allowing certain of the Debtors’ employees whose employment was going to be terminated in the context of the restructuring to benefit from the payments provided for under the *Wage Earner Protection Program Act* (the “**WEPPA**”).
8. On March 25, 2021, the Court issued a Claims Process Order (the “**First CPO**”) setting a claims bar date of April 26, 2021, except for restructuring claims and WEPPA employee claims.
9. On April 28, 2021, the Court issued an order *inter alia* amending the Directors’ Charge and extending the Stay Period to June 30, 2021, namely in order to allow Atis Group to review the binding offers received pursuant to the SISP and, if desirable, implement one or more transaction(s) pursuant to the successful offer(s) selected and granting additional powers to the Monitor, namely the power to conduct and control the business and operations of Atis Group.
10. On May 26, 2021, the Court issued two approval, assignment and vesting orders *inter alia* approving transactions for the sale of the assets of Atis Group in connection with its Vinylbilt, Allsco and Alweather divisions.
11. On June 14, 2021, the Court issued two approval, assignment and vesting orders *inter alia* approving transactions for the sale of the immovable known and designated as lot 2 431 501 of the Cadastre of Québec, registration division of Lévis and the assignment of the lease agreement for the property located at 2205-2225, des Entreprises Boulevard, Terrebonne, Québec as well as for the purchase of certain movable assets owned by Atis Group, excluding the equipment relating to the fabrication of windows and doors.

12. On the same day, the Court issued an order extending the Stay Period up to and including August 31, 2021, namely in order to allow Atis Group to close the transactions approved, or to be approved, by the Court and implement one or more transactions, if desirable, with respect to the remaining assets of Atis Group.
13. Pursuant to the orders rendered in the context of these CCAA Proceedings, the Court namely granted the following charges to the following beneficiaries:
- (a) the Administration Charge in favour of the Professionals (as this term is defined in the Initial Order) to secure the payment of their professional fees and disbursements;
 - (b) the CRO Charge in favour of the CRO to secure the payment of his fees and of the indemnity provided for in the CRO agreement (the “**CRO Indemnity**”);
 - (c) the Directors’ Charge to secure:
 - (i) first, the indemnification of the Directors and Officers in respect of any potential liabilities in the context of the present CCAA proceedings; and
 - (ii) second, on a *pari passu* basis, any amount owed under the CRO Indemnity which exceeds the CRO Charge and the payment of any obligations or liabilities that the Monitor may incur by reason of its capacity as Monitor of Atis Group; and
 - (d) the Interim Financing Charge to secure any amounts owed to the Bank of Nova Scotia in its capacity as interim lender (in such capacity, the “**Interim Lender**”).
- (the Professionals and the Interim Lender are collectively referred to hereinafter as the “**Beneficiaries**”)
14. All of the assets to be sold or transferred under the Proposed Transaction are subject to the Senior Security (as defined in the Amended and Restated Initial Order) in favour of the Bank of Nova Scotia as well as to the Interim Financing Charge, also in favour of the Bank of Nova Scotia.

III. The SISP

A. Description of the SISP Procedures

15. The procedures of the SISP are described in the Amended and Restated Initial Order, communicated herewith as **Exhibit P-4**, and more particularly in its Schedule B (the “**SISP Procedures**”).
16. The SISP Procedures aim to set out the manner in which bids and proposals for a broad range of executable transaction alternatives involving the business of Atis Group and all of the property, assets and undertakings of Atis Group, whether *en bloc* or any portion(s) thereof will be solicited from interested parties, will be negotiated, and, as the case may be, selected for approval by the Court.

17. Since the beginning of March 2021, the SISP has been conducted by the Monitor, in consultation with The Bank of Nova Scotia, in accordance with the SISP Procedures.
18. The following table describes the SISP Procedures milestones:

Milestone	Deadline
Solicitation of interest	At the latest on March 5, 2021
Submission of non-binding letters of intent	March 26, 2021, at 5:00 P.M.
Identification of Qualified Bidders	At the latest on April 2, 2021
Due diligence and submission of Qualified Bids	April 21, 2021, at 5:00 P.M.
Assessment of Qualified Bids	No specific deadline
Auction	No specific deadline, optional. No auction was conducted.

B. Steps undertaken by Atis Group and the Monitor in relation to the SISP Procedures

19. The Monitor contacted 106 parties, including Canadian and American companies, as well as investment funds active in sectors compatible with the operations of Atis Group, informing them of the SISP and providing them preliminary information about Atis Group.
20. Fifty-six (56) potential bidders executed the template nondisclosure agreement (the “**NDA**”) provided to potential bidders, and fifty-four (54) of them were provided access to the virtual data room set up by the Monitor with the assistance of Atis Group’s management.
21. On March 26, 2021, at 5:00 P.M., the Monitor, in conformity with the SISP Procedures, received fourteen (14) non-binding letters of intent (the “**LOIs**”) from potential bidders.
22. Following the receipt of the LOIs, the Monitor prepared a summary of the LOIs received for the benefit of Atis Group’s advisors and board of directors. On March 31, 2021, the Monitor presented the LOIs to Atis Group’s board of directors and made its recommendations as to which bidders should be allowed to continue to participate in the second phase of the SISP.
23. Ultimately, twelve (12) potential bidders were selected as qualified bidders and by April 2, 2021, the Monitor advised all the potential bidders who had filed LOIs as to whether they had been selected as qualified bidders or not.
24. For those potential bidders who did not submit a LOI and those who did, but were not selected as qualified bidders, their access to the virtual data room was ended and they were asked to confirm the destruction of all confidential information they had had access to as part of the SISP, in accordance with the NDA they had entered into.

25. Further to the selection of the qualified bidders, the Monitor uploaded a template asset purchase agreement to serve as a basis for the submission of binding offers as well as additional confidential information to the virtual data room.
26. Between April 2, 2021, and April 21, 2021, the qualified bidders conducted their due diligence and the Monitor was in communication with the qualified bidders with respect to their preparation for the submission of their binding offers, in conformity with the SISP Procedures, and Atis Group's management and the Chief Restructuring Officer (the "**CRO**") made themselves available to discuss any elements pertaining to the proposed transactions.
27. On April 21, 2021, the Monitor received thirteen (13) binding offers and one non-binding offer, including two offers from potential bidders who had not filed a LOI, but for which the Monitor, in consultation with The Bank of Nova Scotia, determined it was in the best interest of Atis Group's stakeholders be considered in the context of the SISP.
28. On or about June 18, 2021, the Monitor, in consultation with the CRO and the Bank of Nova Scotia, determined that, other than the bids which had been accepted by Atis Group and approved by the Court, none of the remaining bids were acceptable.
29. On June 18, 2021, the Monitor informed all bidders whose bid had not been accepted that their bids were rejected and provided all parties that had expressed interest in the SISP with an ultimate limited opportunity to confirm, submit, revise and/or improve their bid (the "**Relaunched SISP**").
30. Further to the Relaunched SISP, the Monitor received six (6) binding offers and one non-binding LOI, including the offer contemplating the Proposed Transaction.

IV. Description of the Proposed Transaction

31. The terms of the Proposed Transaction are set out in the Asset Purchase Agreement and the Deed of Sale, communicated herewith, under seal, respectively as **Exhibit P-5** and **Exhibit P-6**.
32. The Asset Purchase Agreement provides in effect for the purchase, on an "as is, where is" basis, of all of the proposed rights, title and interest of the proposed vendors in substantially all of the key assets of:
 - (a) SDI in connection with the SDI Business by 5523;
 - (b) Altek in connection with the Altek Business by 1753; and
 - (c) Atis LP in connection with the Laflamme Saint-Apollinaire Business by 1753;
 - (d) Atis LP in connection with the Extrusion SP Business by Fenplast; and
 - (e) Atis LP in connection with the Laflamme Terrebonne Business by Cam  l  on;by way of an order substantially similar to the Proposed AVO (Exhibit P-3).

33. The Asset Purchase Agreement also provides for the purchase, on an “as is, where is” basis, of all of the proposed rights, title and interest of Atis Group Inc. in certain trademarks and domain names by 1753 and Fenplast, as applicable.
34. Pursuant to the Asset Purchase Agreement:
- (a) the rights, title and interest of the Vendors and Atis Group Inc. in the contracts listed in Schedule E-1 to the Proposed AVO will be assigned to 1753; and
 - (b) the rights, title and interest of Atis LP in the contracts listed in Schedule E-2 to the Proposed AVO will be assigned to Fenplast.
35. Additionally, under the Asset Purchase Agreement, each Purchaser undertakes to offer employment to each Transferred Employees (as this term is defined in the Asset Purchase Agreement) related to the business(es) respectively purchased by such Purchaser on closing, which employment offers will be made at equivalent or better total compensation and benefits to the current employment levels of the employees with SDI, Altek or Atis LP, as applicable.
36. The Deed of Sale provides for the purchase by Edificom, on an “as is, where is” basis, of the rights , title and interest of the vendor in the Real Property.
37. The consideration offered under the Proposed Transaction consists of a cash consideration, payable on closing, for the Businesses and for the Real Property.

V. The Proposed Transaction should be approved

38. In the present circumstances, the Proposed Transaction represents the best option available for Atis Group’s stakeholders resulting from a SISP which was conducted in a fair and reasonable manner and thoroughly canvassed the market for available options.
39. The Proposed Transaction preserves the going concern of the Businesses and the operations of SDI, Altek and Atis LP related thereto for the benefit of a significant number of Atis Group’s stakeholders:
- (a) Employees: the majority of the employees will be offered employment by one of the Purchasers;
 - (b) Creditors: the Proposed Transaction provides for the maximization of the realization of the assets related to the Businesses and the Real Property for the benefit of Atis Group’s creditors; and
 - (c) Suppliers’ ecosystem: many suppliers will continue their business with the respective Purchasers and will continue to be paid in the normal course of business.
40. In light of the foregoing, Atis Group respectfully submits, with the support of the Monitor, that the Proposed Transaction should be approved.

VI. The Second Claims Process should be approved

41. In order to assess the number, nature and quantum of claims against the Beneficiaries, the CRO and the Directors and Officers which could have arisen since April 26, 2021 (the claims bar date set pursuant to the First CPO), Atis Group seeks the approval of a second claims process, the parameters of which are set out in the Proposed Second CPO.
42. Pursuant to the Proposed Second CPO²:
- (a) The Monitor shall cause to be published information on the Second Claims Process, which shall include the notices, forms and other documents substantially in the form of those attached as schedules to the Proposed Second CPO;
 - (b) A Claims Bar Date of 4:00 P.M. (Montréal Time) on October 12, 2021, shall be established for claimants to file a Proof of Claim with the Monitor in respect of any Claim for which the Second Claims Process applies;
 - (c) Claims shall include any claims against the Beneficiaries, the CRO and the Directors and Officers;
 - (d) The Monitor will review and determine all Claims and, where applicable, the Monitor will issue a Notice of Revision or Disallowance to the holder of the subject Claim, who will have the opportunity to notify an Appeal Application within ten (10) days; and
 - (e) Upon being served with an Appeal Application, the Monitor may, in consultation with the Debtors, elect to seek to resolve the claim consensually or proceed with the adjudication of the Appeal Application before a Claims Officer or this Court.
43. It is respectfully submitted that the proposed Second Claims Process is fair and reasonable and that its approval is appropriate in the circumstances to allow a better assessment of the number, nature and quantum of claims against the Beneficiaries, the CRO and the Directors and Officers which could have arisen since April 26, 2021, with a view to be properly informed for planning the next steps of the restructuring.
44. In light of the foregoing, Atis Group respectfully submits, with the support of the Monitor, that the Second CPO should be approved.

VII. Certificates of Indemnity and pre-payments to suppliers

45. In order to ensure the ongoing collaboration of certain of its suppliers throughout the CCAA Proceedings, Atis Group was required to provide them with the assurance that they would be paid for the merchandise ordered by Atis Group.

² All capitalized terms used in this paragraph and not otherwise defined shall have the meanings ascribed to them in the Proposed Second CPO.

46. Atis Group provided such assurance to its suppliers either by requesting that the Monitor issue a Certificate of Indemnity to indemnify the supplier in the event Atis Group failed to pay the amounts owed or by pre-paying certain amounts.
47. As at the date hereof, there are three (3) suppliers with outstanding orders placed by Atis Group for which a Certificate of Indemnity was issued by the Monitor and forty-four (44) suppliers with outstanding orders for which Atis Group prepaid certain amounts.
48. The Asset Purchase Agreement provides that a portion of the purchase price will be deposited in trust with the Monitor, namely in order to allow the following adjustments:
- (a) where a Certificate of Indemnity was issued by the Monitor, if a supplier fails to deliver the merchandise ordered or if the merchandise delivered is not satisfactory, an amount equal to the value of the Certificate of Indemnity will be released to the applicable Purchaser; and
 - (b) where Atis Group prepaid certain amounts, if the supplier fails to deliver the merchandise ordered or if the merchandise delivered is not satisfactory, the prepaid amount will be released to the applicable Purchaser.
49. In order to ensure that Atis Group's stakeholders are not penalized (i) by the failure of a supplier to deliver on time the merchandise ordered or (ii) if the merchandise delivered is not satisfactory to the applicable Purchaser acting reasonably, Atis Group is seeking declarations from this Court that:
- (a) outstanding Certificates of Indemnity issued by the Monitor pursuant to the Initial Order will become null and void as of the dates indicated in Schedule "I" to the Proposed AVO or in the event that the orders placed by Atis Group listed in such Schedule "I" are not satisfactory to the applicable Purchaser, acting reasonably, by such dates; and
 - (b) prepaid amounts in respect of orders placed by Atis Group which are not delivered or not satisfactory to the applicable Purchaser, acting reasonably, by the dates indicated in Schedule "J" to the Proposed AVO are to be remitted by the suppliers to the Monitor within five (5) business days from such date.
50. Schedule I and Schedule J to the Proposed AVO indicate the delivery date according to the purchase orders and the ultimate date by which the suppliers will have to deliver satisfactory merchandise to the Purchaser, failing which the Certificates of Indemnity will become null and void or the suppliers will be required to remit the prepaid amounts to the Monitor as per the terms of the Proposed AVO.
51. In order to protect against unforeseen circumstances, the Proposed AVO allows the Monitor to extend the dates set out in Schedule I and Schedule J at its sole discretion without the need of a further order from this Court, the whole subject only to the written consent of the applicable Purchaser.
52. All of the suppliers potentially affected by declarations sought have received prior notice of Atis Group's intention to seek these declarations pursuant to the Application, as appears from the letters dated August 24, 2021 sent out by the Monitor, communicated herewith, *en liasse* and under seal, as **Exhibit P-7**.

53. Absent these declarations, Atis Group's stakeholders could be penalized for the failure of a supplier to comply with its obligations which would result in a reduction of the purchase price and the Monitor would be unable to determine with certainty when its obligation to indemnify a supplier under a Certificate of Indemnity would come to an end.
54. In light of the foregoing, Atis Group respectfully submits, with the support of the Monitor, that it is appropriate in the circumstances for the Court to issue the declarations sought.

VIII. The Stay of Proceedings should be extended

55. Since the beginning of this process, Atis Group's management and the CRO, in consultation with the Monitor:
- (a) have secured the post-filing procurement of goods and services required to continue Atis Group's operations;
 - (b) have begun and continued the implementation of Atis Group's restructuring plan;
 - (c) have conducted the SISP and obtained this Court's approval for transactions with respect to Atis Group's Vinylbilt, Allsco and Alweather divisions and other assets of Atis Group; and
 - (d) have elaborated and conducted a claims process.
56. Atis Group seeks the extension of the Stay Period up to and including November 1, 2021, namely to close the transactions to be approved by the Court, as the case may be, implement one or more transactions, if desirable, with respect to the remaining assets of Atis Group and conduct the Second Claims Process.
57. It is respectfully submitted that Atis Group has acted and is acting in good faith and with due diligence and that the proposed extension should be granted.
58. Given the need to advance the restructuring as quickly as possible, it is respectfully submitted that this Court order the provisional execution of the orders sought pursuant hereto, notwithstanding any appeal.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present *Application for the Issuance of an Approval, Assignment and Vesting Order, a Second Claims Procedure Order and a Fourth Extension Order*,

RENDER an order substantially in the form of the Proposed Extension Order (Exhibit P-1);

RENDER an order substantially in the form of the Proposed Second CPO, (Exhibit P-2);

RENDER an order substantially in the form of the Proposed AVO (Exhibit P-3);

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

Montreal, August 24th, 2021

McCarthy Tétrault LLP

McCarthy Tétrault LLP

Lawyers for the Debtors

M^{re} Alain N. Tardif

M^{re} François Alexandre Toupin

2500 - 1000 De La Gauchetière St. West

Montréal, QC H3B 0A2

Telephones: 514.397.4274

514.397.4210

Emails: atardif@mccarthy.ca

fatoupin@mccarthy.ca

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* of:

**ATIS GROUP INC.
10422916 CANADA INC.
8528853 CANADA INC.
9060642 CANADA INC.
9092455 CANADA INC.
DISTRIBUTEUR VITRO CLAIR INC.
SOLARCAN ARCHITECTURAL HOLDING LIMITED
VITRERIE LÉVIS INC.
VITROTEC PORTES & FENÊTRES INC.**
Debtors

- and -

ATIS LP
Mise-en-cause

-and-

RAYMOND CHABOT INC.
Monitor

-and-

**9446-1753 QUÉBEC INC.
FENPLAST INC.
9446-5523 QUÉBEC INC.
LES FENÊTRES CAMÉLÉON INC.
THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION
DIVISION OF LOTBINIÈRE
THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**
Mis-en-cause

Sworn Declaration

I, the undersigned, **CLAUDE ROULEAU**, Chief Restructuring Officer of the Debtors and of the Mise-en-cause Atis LP, domiciled for the purpose hereof at 1000 rue de la Gauchetière Ouest, Suite 2500, in the city of Montréal, Province of Québec, H3B 0A2, solemnly affirm that all the

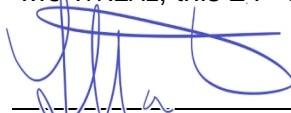
facts alleged in the present *Application for the Issuance of an Approval, Assignment and Vesting Order, a Second Claims Procedure Order and a Fourth Extension Order* are true.

AND I HAVE SIGNED,



Claude Rouleau

SOLEMNLY AFFIRMED BEFORE ME BY
TECHNOLOGICAL MEANS, AT
MONTRÉAL, this 24th day of August 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: 500-11-059536-215

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

**ATIS GROUP INC.
10422916 CANADA INC.
8528853 CANADA INC.
9060642 CANADA INC.
9092455 CANADA INC.
DISTRIBUTEUR VITRO CLAIR INC.
SOLARCAN ARCHITECTURAL HOLDING LIMITED
VITRERIE LÉVIS INC.
VITROTEC PORTES & FENÊTRES INC.**
Debtors

- and -

ATIS LP
Mise-en-cause

-and-

RAYMOND CHABOT INC.
Monitor

-and-

**9446-1753 QUÉBEC INC.
FENPLAST INC.
9446-5523 QUÉBEC INC.
LES FENÊTRES CAMÉLÉON INC.
THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION
DIVISION OF LOTBINIÈRE
THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**
Mis-en-cause

**Notice of Presentation
Commercial**

TO: The Service List

1. PRESENTATION OF THE PROCEEDING

TAKE NOTICE that the present *Application for the Issuance of an Approval, Assignment and Vesting Order, a Second Claims Procedure Order and a Fourth Extension Order* will be presented for adjudication before the Superior Court of Québec, sitting in the commercial division for the district of Montréal, virtually via Microsoft TEAMS on **August 30, 2021, at 9:30**.

The information to connect to the hearing will be communicated to the Service List subsequently.

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;

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

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, August 24th 2021

McCarthy Tétrault LLP

McCarthy Tétrault LLP
Lawyers for the Debtors

Superior Court
(Commercial Division)

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

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

**ATIS GROUP INC.
10422916 CANADA INC.
8528853 CANADA INC.
9060642 CANADA INC.
9092455 CANADA INC.
DISTRIBUTEUR VITRO CLAIR INC.
SOLARCAN ARCHITECTURAL HOLDING LIMITED
VITRERIE LÉVIS INC.
VITROTEC PORTES & FENÊTRES INC.**
Debtors

- and -

ATIS LP
Mis-en-cause

-and-

RAYMOND CHABOT INC.
Monitor

-and-

**9446-1753 QUÉBEC INC.
FENPLAST INC.
9446-5523 QUÉBEC INC.
LES FENÊTRES CAMÉLÉON INC.
THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION
DIVISION OF LOTBINIÈRE
THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**
Mis-en-cause

List of Exhibits

Exhibit P-1	Proposed Extension Order
Exhibit P-2	Proposed Second CPO

- Exhibit P-3** Proposed AVO
- Exhibit P-4** Initial Order
- Exhibit P-5** Asset Purchase Agreement (**UNDER SEAL**)
- Exhibit P-6** Deed of Sale (**UNDER SEAL**)
- Exhibit P-7** Letters dated August 24, 2021 sent out by the Monitor, *en liasse* (**UNDER SEAL**)

Montreal, August 24th, 2021

McCarthy Tétrault LLP

McCarthy Tétrault LLP
Lawyers for the Debtors

SUPERIOR COURT
(COMMERCIAL DIVISION)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
N° : 500-11-059536-215

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

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.

Debtors

- and -
ATIS LP

Mise-en-cause

-and-
RAYMOND CHABOT INC.

Monitor

***Application for the Issuance of an Approval, Assignment
and Vesting Order, a Second Claims Procedure Order and a
Fourth Extension Order***

M^{re} Alain N. Tardif – 514-397-4274
atardif@mccarthy.ca
M^{re} François Alexandre Toupin – 514-397-4210
fatoupin@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