

SUPERIOR COURT
(COMMERCIAL DIVISION)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No: 500-11-059536-215

Date: June 4, 2021

Presiding: The Honourable Michel A. Pinsonnault, J.S.C.

In the matter of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 of:

Atis Group Inc.

10422916 Canada Inc.

8528853 Canada Inc. (d.b.a. Portes et Fenêtres Altek Inc.)

9060642 Canada Inc.

9092455 Canada Inc. (d.b.a. Alweather Windows & Doors)

Distributeur Vitro Clair Inc.

Solarcan Architectural Holding Limited

Vitrierie Lévis Inc.

Vitrotec Portes & Fenêtres Inc.

Debtors

and

Atis LP

9346-5755 Québec Inc.

The Land Registrar for the Land Registry Office for the Registration Division of Lévis

Mise-en-cause

and

Raymond Chabot Inc.

Monitor

and

Mis-en-cause

**APPROVAL AND VESTING ORDER
(LÉVIS, QUÉBEC)**

HAVING READ the *Application for the Issuance of an Approval and Vesting Order, an Approval, Assignment and Vesting Order and a Third Extension Order* (the "**Application**") of Atis Group Inc., 10422916 Canada Inc., 8528853 Canada Inc. (d.b.a. Altek Windows & Doors), 9060642 Canada Inc., 9092455 Canada Inc. (d.b.a. Alweather Windows & Doors), Distributeur Vitro Clair Inc., Solarcan Architectural Holding Limited, Vitrotec Portes & Fenêtres Inc. and Vitrierie Lévis Inc. (collectively, the "**Applicants**") and Atis LP (together with the Applicants, the "**Debtors**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**"), the exhibits and the affidavit filed in support thereof and the Fourth Report of the Monitor dated June 3, 2021;

GIVEN the notification of the Application;

GIVEN the Initial Order rendered on February 19, 2021 (as amended and restated on March 1, 2021, the "**Initial Order**");

GIVEN the submissions of counsel and the testimony of the Monitor;

GIVEN the provisions of the CCAA;

GIVEN that it is appropriate to issue an order approving the transaction (the "**Transaction**") contemplated by the agreement entitled *Acte de vente* (the "**Purchase Agreement**"), by and between Groupe Atis Inc. (the "**Vendor**"), as vendor, and 9346-5755 Québec Inc. (the "**Purchaser**"), as purchaser, a copy of which was filed as **Exhibit P-5** to the Application, and vesting in the Purchaser all of Groupe Atis Inc.'s rights, titles and interests in and to the immovable property identified in **Schedule "A"** hereto (the "**Québec Real Property**").

THE COURT:

[1] **GRANTS** the Application.

[2] **DECLARES** that all capitalized terms used but not otherwise defined in the present Order (this "**Order**") shall have the meanings ascribed to them in the Purchase Agreement.

Notification

[3] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with any further notification thereof.

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

Sale Approval

- [5] **ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by the parties thereto is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to, but only with the consent of the Monitor.

Authorization

- [6] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Monitor and the Vendor to proceed with the Transaction and that no other approval or authorization, including any board, shareholder or regulatory approval, if applicable, shall be required in connection therewith.

Execution of Documentation

- [7] **AUTHORIZES** the Monitor, for and on behalf of the Vendor, to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement and any other ancillary document which could be required or useful to give full and complete effect thereto.

Vesting of the Québec Real Property

- [8] **ORDERS AND DECLARES** that upon the issuance of a Monitor's certificate substantially in the form appended as **Schedule "B"** hereto (the "**Certificate**"), all of the Vendor's rights, titles and interests in and to the Québec Real Property shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all rights, titles, benefits, priorities, claims (including claims provable in bankruptcy in the event that the Vendor should be adjudged bankrupt), liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, right of retention, charges, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, agreements, rights of distress, legal, equitable or contractual setoff, adverse claims, levies, taxes, disputes, debts, charges, options to purchase, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of

the foregoing all Encumbrances created by order of this Court and all charges or security evidenced by registration, publication or filing pursuant to the Civil Code of Québec or any other applicable legislation providing for a security interest in personal, movable or immovable property and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Québec Real Property be cancelled and discharged, but only inasmuch as their registration against the Québec Real Property is concerned, in each case effective as of the applicable time and date of the Certificate.

- [9] **ORDERS** that, for greater certainty, the Administration Charge, the CRO Charge, the KERP Charge, the Directors' Charge, the Monitor's Charge and the Interim Lender Charge (as these terms are defined in the Initial Order), shall continue to charge all of the Property (as defined in the Initial Order), including the Purchase Price other than the Québec Real Property.

Monitor's Certificate

- [10] **ORDERS AND DIRECTS** the Monitor, upon receipt of (i) payment in full of the Purchase Price, (ii) confirmation from the Purchaser that the Québec Sales Tax and the Goods and Services Tax have been paid by the Purchaser, and (iii) payment of any amount owed under Section 7 of the Purchase Agreement, to (a) issue forthwith the Certificate to the Vendor and the Purchaser and (b) file as soon as practicable a copy of the Certificate with the Court.

Cancellation of Security Registrations

- [11] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Lévis, upon presentation of the Certificate in the form appended as **Schedule "B"** hereto and a certified copy of this Order accompanied by the required application for registration and upon payment of the prescribed fees, to publish this Order and (i) to make an entry on the Land Register showing the Purchaser as the owner of the Québec Real Property and (ii) to cancel any and all Encumbrances but only inasmuch as their registration against the Québec Real Property is concerned, including, without limitation, the following registrations published at the said Land Registry Office:

- (a) Immovable hypothec registered under number 23 225 562;
- (b) Immovable hypothec registered under number 25 378 853;
- (c) Immovable hypothec registered under number 25 378 854;
- (d) Immovable hypothec registered under number 25 378 855; and
- (e) Immovable hypothec registered under number 25 378 856.

Purchase Price

- [12] **ORDERS** that the Purchase Price shall be remitted to the Monitor and shall be distributed in accordance with applicable legislation.
- [13] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Purchase Price shall stand in the place and stead of the Québec Real Property, and the upon payment of the Purchase Price by the Purchaser, all Encumbrances shall attach to the Purchase Price with the same priority as they had with respect to the Québec Real Property immediately prior to the sale, as if the Québec Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

Validity of the Transaction

- [14] **ORDERS** that notwithstanding:
- (i) the pendency of the proceedings;
 - (ii) any assignment in bankruptcy or any petition for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) (the “**BIA**”), and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

the vesting of the Québec Real Property contemplated in this Order, as well as the execution of the Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy or receiver that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Debtors, the Monitor or the Purchaser, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

Protection of Personal Information

- [15] **ORDERS** that, pursuant to sub-section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or any similar provision of any applicable provincial legislation, the Monitor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors’ records pertaining to the Vendor’s past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it

in a manner which is in all material respects identical to the prior use of such information by the Debtors.

General Provisions

- [16] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [17] **DECLARES** that the Monitor or the Purchaser shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Monitor shall be the foreign representative of the Debtors. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.
- [18] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.
- [19] **ORDERS** that **Exhibit P-5** filed in support of the Application is confidential and is filed under seal until the Closing or further order from this Court.
- [20] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever.
- [21] **THE WHOLE** without costs.

MICHEL A. PINSONNAULT, J.S.C.

Date of hearing: June 4, 2021

Schedule A
Québec Real Property

Un immeuble connu et désigné comme étant le lot numéro DEUX MILLIONS QUATRE CENT TRENTE ET UN MILLE SIX CENT UN (2 431 601) du cadastre du Québec, circonscription foncière de Lévis.

Avec bâtisses dessus construites dont notamment celle portant les numéros civiques 12-18, rue du Terroir, Lévis, province de Québec, G6V 9J3, circonstances et dépendances.

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

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

Monitor's Certificate

In the matter of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 of:

Atis Group Inc.

10422916 Canada Inc.

8528853 Canada Inc. (d.b.a. Portes et Fenêtres Altek Inc.)

9060642 Canada Inc.

9092455 Canada Inc. (d.b.a. Alweather Windows & Doors)

Distributeur Vitro Clair Inc.

Solarcan Architectural Holding Limited

Vitrierie Lévis Inc.

Vitrotec Portes & Fenêtres Inc.

Debtors

and

Atis LP

Mise-en-cause

and

Raymond Chabot Inc.

Monitor

and

The Land Registrar for the Land Registry Office for the Registration Division of Lévis

Mis-en-cause

MONITOR'S CERTIFICATE

CONSIDERING that on February 19, 2021, the Québec Superior Court (Commercial Division) in the District of Montreal (the "**Court**") in Court file no. 500-11-059536-215

rendered an initial order in respect of Atis Group Inc., 10422916 Canada Inc., 8528853 Canada Inc. (d.b.a. Altek Windows & Doors), 9060642 Canada Inc., 9092455 Canada Inc. (d.b.a. Alweather Windows & Doors), Distributeur Vitro Clair Inc., Solarcan Architectural Holding Limited, Vitrotec Portes & Fenêtres Inc., Vitrierie Lévis Inc. and Atis LP (collectively, the “**Debtors**”) commencing proceedings pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) and appointing Raymond Chabot Inc. as monitor of the Debtors (the “**Monitor**”).

CONSIDERING that on June 4, 2021, the Court rendered an approval and vesting order (the “**Approval and Vesting Order**”) thereby authorizing and approving the transaction contemplated by the agreement entitled *Acte de vente* (the “**Purchase Agreement**”) dated ●, 2021, by and between Groupe Atis Inc. (the “**Vendor**), as vendor, and 9346-5755 Québec Inc. (the “**Purchaser**”), as purchaser, with a view to vest in and to the Purchaser all of the Vendor’s rights, titles and interests in the following property (the “**Purchased Assets**”):

« Un immeuble connu et désigné comme étant le lot numéro DEUX MILLIONS QUATRE CENT TRENTE ET UN MILLE SIX CENT UN (2 431 601) du cadastre du Québec, circonscription foncière de Lévis.

Avec bâtisses dessus construites dont notamment celle portant les numéros civiques 12-18, rue du Terroir, Lévis, province de Québec, G6V 9J3, circonstances et dépendances. »

CONSIDERING that the Approval and Vesting Order provides for the vesting of all of the Vendor’s rights, title and interest in and to the Purchased Assets in the Purchaser, in accordance with the terms of the Approval and Vesting Order and upon the issuance of a closing certificate (the “**Certificate**”) issued by the Monitor confirming that all applicable conditions under the Purchase Agreement have been satisfied and/or waived.

CONSIDERING that the Approval and Vesting Order orders and directs the Monitor, upon receipt of (i) payment in full of the Purchase Price, (ii) confirmation from the Purchaser that the Québec Sales Tax and the Goods and Services Tax have been paid by the Purchaser, and (iii) payment of all amounts owed under Section 7 of the Purchase Agreement, to (a) issue forthwith the Certificate to the Vendor and the Purchaser and (b) file as soon as practicable a copy of the Certificate with the Court.

THEREFORE THE MONITOR CERTIFIES THE FOLLOWING:

1. The Monitor has received (i) payment in full of the Purchase Price, (ii) confirmation from the Purchaser that the Québec Sales Tax and the Goods and Services Tax have been paid by the Purchaser, and (iii) payment of all amounts owed under Section 7 of the Purchase Agreement.

THIS CERTIFICATE was issued by the Monitor at ● on ●, 2021.

Raymond Chabot Inc., in its capacity as
Monitor, and not in its personal capacity

Dominic Deslandes
Representative of the Monitor responsible
for the proceedings