

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

Lefebvre & Benoit S.E.C.

7943032 Canada Inc.

**The Land Registrar for the Registry Office for the Registration Division of
Terrebonne**

The Registrar of the Register of Personal and Movable Real Rights (Québec)

Mis-en-cause

and

Raymond Chabot Inc.

Monitor

**APPROVAL, VESTING AND ASSIGNMENT ORDER
(TERREBONNE LEASE AND ASSETS)**

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, **Exhibit P-7**;

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 (i.) approving the transaction (the “**Transaction**”) contemplated by the agreement entitled Asset Purchase Agreement (the “**Purchase Agreement**”), by and between the Debtors (collectively, the “**Vendor**”), as vendors, and Lefebvre & Benoit S.E.C. (the “**Purchaser**”), as purchaser, dated May 31, 2021, a copy of which was filed as **Exhibit P-6** to the Application, (ii.) vesting in the Purchaser all of the Debtors’ rights, title and interest in and to all of the Purchased Assets (as defined in the Purchase Agreement) and listed in **Schedule “A”** hereto (the “**Purchased Assets**”), and (iii.) assigning the rights, title, interests and obligations of Atis LP (the “**Assignor**”) under the lease dated March 18, 2005 with 7943032 Canada Inc. (the “**Landlord**”) for the property located at 2205-2225, des Entreprises Boulevard, Terrebonne, Québec, Canada, known as lot 3 148 877 of the Cadastre of Québec, Registration Division of Terrebonne, and registered by a notice of lease registered under number 21 347 842 at the Registry Office, for the registration division of Terrebonne, as amended and renewed until March 31, 2031, a full copy of which was attached as **Schedule “A”** to the Purchase Agreement (the “**Lease**”), to the Purchaser.

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.
- [5] **DECLARES** that the Landlord and the secured creditors affected by this Order have received adequate notice of the Application.

Sale Approval

- [6] **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

- [7] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Monitor, the Chief Restructuring Officer, Solstice Groupe Conseil inc. (Mr. Claude Rouleau) (the "**CRO**") 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

- [8] **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 Purchased Assets

- [9] **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, title and interest in and to the Purchased Assets 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, notice of execution, notices of sale, options, agreements, rights of distress, legal, equitable or contractual set-off, 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, the *Personal Property Security Act* of the Provinces of Ontario, New Brunswick, Nova Scotia and Prince Edward Island, 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 Purchased Assets be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

- [10] **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 Closing Payment in Cash other than the Purchased Assets.

Monitor’s Certificate

- [11] **ORDERS AND DIRECTS** the Monitor, upon receipt of (i) payment in full of the Closing Payment in Cash and confirmation that the Purchaser has paid or will pay at Closing any applicable Transfer Taxes and (ii) confirmation by each of the Purchaser and the Vendor that all closing deliveries under the Purchase Agreement have been satisfied and/or waived, 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.
- [12] **DECLARES** that, upon issuance of the Certificate, the conditions to closing for the benefit of the Purchaser listed in clause 6.2(2) of the Purchase Agreement shall be deemed satisfied and **ORDERS** that the Purchaser shall have no recourse against the Vendor, the Monitor or the CRO in respect thereof.

Assignment of the Lease

- [13] **ORDERS AND DECLARES** that upon the issuance of the Certificate, the rights, title, interests and obligations of the Assignor under the Lease shall be automatically and irrevocably assigned to the Purchaser without any further consents or approval of this Court.
- [14] **DECLARES** that there are no monetary defaults of the Assignor in relation to the Lease.
- [15] **ORDERS** that any anti-assignment or consent-to-assignment provisions in the Lease shall not restrict, limit, impair, prohibit or otherwise affect the assignment of the Lease provided by this Order.
- [16] **ORDERS** that the Lease shall be valid and binding and in full force and effect and enforceable by the Purchaser in accordance with its terms for the benefit of the Purchaser.
- [17] **AUTHORIZES** the occupancy without charge of the warehouse portion of the property leased pursuant to the Lease by the Debtors for the Temporary Occupancy Period (as defined in the Purchase Agreement) in conformity with the terms and conditions of the Purchase Agreement.
- [18] **ORDERS AND DIRECTS** the Monitor to notify a copy of this Order to the Landlord in the same manner as such counterparty was notified of the Application.
- [19] **ORDERS** the Land Registrar for the Registry Office for the Registration Division of Terrebonne, upon presentation by the Purchaser of the Certificate and a certified copy of this Order accompanied by the required application for registration and upon payment of the prescribed fees, to publish a notice of assignment of the lease in respect of the Lease in favour of the Purchaser.
- [20] **AUTHORIZES** the Purchaser, the Debtors and the Monitor to perform all acts, sign all documents and take any other action that could be required or useful to give full effect to the assignment of the Lease to the Purchaser in accordance with this Order.

Cancellation of Security Registrations

- [21] **ORDERS** that all documents pertaining to the reduction, amendment or discharge of the Interim Lender Charge (as defined in the Initial Order) and the Senior Security (as defined in the Initial Order) (the "**BNS Reduction Forms**") shall be prepared and filed by the Bank of Nova Scotia (the "**BNS**") in order to transfer to the Purchaser the Purchased Assets free and clear of such Encumbrances (collectively, the "**BNS Charges**").

- [22] **ORDERS** that all documents pertaining to the reduction of the Encumbrances other than the BNS Charges (collectively, the “**Non BNS Encumbrances**”), shall be prepared and filed by the Purchaser (the “**Purchaser Reduction Forms**”).
- [23] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the BNS Reduction Forms and the Purchaser Reduction Forms with a true copy of this Order and the Certificate, to proceed to a judicial reduction in respect of the Purchased Assets for the registrations listed in **Schedule “C”** hereto in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations.

Closing Payment in Cash

- [24] **ORDERS** that the Closing Payment in Cash shall be remitted to the Monitor and shall be distributed in accordance with applicable legislation.
- [25] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Closing Payment in Cash shall stand in the place and stead of the Purchased Assets, and the upon payment of the Closing Payment in Cash by the Purchaser, all Encumbrances shall attach to the Closing Payment in Cash with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets 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

- [26] **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 Purchased Assets 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.

General Provisions

- [27] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [28] **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.
- [29] **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.
- [30] **ORDERS** that **Exhibit P-6** filed in support of the Application is confidential and is filed under seal until the Closing or further order from this Court.
- [31] **ORDERS** that **Schedules A, B, C, D and E** of the Fourth Report of the Monitor, **Exhibit P-7**, filed in support of the Application are confidential and are filed under seal until further order from this Court.
- [32] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever.
- [33] **THE WHOLE** without costs.

MICHEL A. PINSONNAULT, J.S.C.

Date of Hearing: June 4, 2021.

Schedule A
Description of Purchased Assets

Subject to the terms of the Purchase Agreement, the Purchased Assets shall consist of all the Vendor's rights, titles and interests in (A.) the rights, title, interests and obligations of the Assignor under the lease dated March 18, 2005 with 7943032 Canada Inc. for the property located at 2205-2225, des Entreprises Boulevard, Terrebonne, Québec, Canada, known as lot 3 148 877 of the Cadastre of Québec, Registration Division of Terrebonne, and registered by a notice of lease registered under number 21 347 842 at the Registry Office, for the registration division of Terrebonne, as amended and renewed until March 31, 2031; and (B.) the movable assets located on the property located at 2205-2225, des Entreprises Boulevard, Terrebonne, Québec, Canada, known as lot 3 148 877, Cadastre of Québec, Registration Division of Terrebonne which are owned by the Vendor, including, but not limited to:

1. TOYOTA (2018) 8FGU25 4000LB CAPACITY LPG FORKLIFT WITH 189" MAX. VERTICAL LIFT, SIDE-SHIFT, OUTDOOR TIRES, 3-STAGE MAST, 1399 HOURS (RECORDED AT TIME OF INSPECTION), S/N: 89632
2. HYSTER H60XM 5600LB CAPACITY LPG FORKLIFT WITH 194" MAX. VERTICAL REACH, 3-STAGE MAST, SIDE-SHIFT, OUTDOOR PNEUMATIC TIRES, 7338 HOURS (RECORDED AT TIME OF INSPECTION), S/N: H177B53311B
3. RAYMOND 8400 6000LB CAPACITY RIDE-ON ELECTRIC PALLET TRUCK, S/N: 840-06-69222
4. TOYOTA (2003) 7FGU25 4000LB CAPACITY LPG FORKLIFT WITH 189" MAX. VERTICAL LIFT, SIDE-SHIFT, OUTDOOR PNEUMATIC TIRES, 3-STAGE MAST, 10700HOURS (RECORDED AT TIME OF LISTING), S/N: 69559
5. TENNANT M7100 RIDE-ON ELECTRIC FLOOR SCRUBBER WITH 2100HOURS (RECORDED AT TIME OF LISTING), S/N: 10263405
6. ATLAS COPCO (2007) GA45+ FF ROTARY SCREW-TYPE AIR COMPRESSOR WITH MAX. 129PSI, 268CFM, 60HP MOTOR, 14270HOURS (RECORDED AT TIME OF LISTING), S/N: API512262
7. SULLAIR 7509A ROTARY SCREW-TYPE AIR COMPRESSOR WITH MAX. 135PSI, 24000HOURS (RECORDED AT TIME OF LISTING), S/N: 201002120039
8. SULLAIR LS10 ROTARY SCREW-TYPE AIR COMPRESSOR WITH 47098HOURS (RECORDED AT TIME OF LISTING), S/N: 3812
9. HANKISON HPRP300 REFRIDGERATED AIR DRYER WITH 200PSI/300SCFM CAPACITY, S/N: H300B5750210081

10. SULLAIR SRL REFRIDGERATED AIR DRYER WITH 200PSI/250CFM CAPACITY, SN: 3735890001
11. LOT/ (2) ECOTRON 180 OIL/WATER SEPARATORS AND (3) AIR RECEIVER TANKS
12. MFG UNKNOWN PNEUMATIC CUT OFF PRESS
13. MFG UNKNOWN 48"X96" PNEUMATIC INSERTION/ASSEMBLY TABLE, S/N: N/A
14. MFG UNKNOWN ELECTRIC HEAT TREAT OVEN WITH HONEYWELL DIGITAL TEMPERATURE CONTROL, 17'X16"X18" ENCLOSURE WITH SIDE AND FRONT-LOADING DOORS, S/N: N/A
15. MAKITA LS1040 10" MITRE SAW WITH STAND, S/N: N/A
16. MAKITA MITRE SAW WITH CUSTOM ENCLOSURE, S/N: N/A
17. HITACHI C15FB 15" COLD CUT SAW WITH STEEL TABLE, S/N: N/A
18. BOSCH 4405 10" COLD CUT SAW WITH STEEL TABLE, S/N: N/A
19. ELUMATEC TS 161/21 10" UP ACTING MITRE SAW WITH PNEUMATIC CLAMPING, S/N: 1612121226
20. TRE C (2005) CNC 120 ANGLE ROLLS WITH 8" ROLLS, S/N: 0501321
21. KING KC-4043C 3HP BAG-TYPE DUST COLLECTOR, S/N: N/A
22. KING 15" VERTICAL BANDSAW, S/N: N/A
23. MARK1 SERIES M 1050 10' MANUAL BRAKE, S/N: 1001082
24. VANMARK TM1261 TRIMMASTER 12' MANUAL BRAKE, S/N: 12470
25. ELUMATEC KOMBIMATIC EKS43 PVC WELDER WITH DIGITAL TEMPERATURE CONTROL, PNEUMATIC CLAMPING, S/N: 2676D
26. SPIIL8874 16"X8" FRONT LOAD ELECTRIC CURING OVEN, S/N: 944
27. HITACHI C15FB 15" COLD CUT SAW WITH STEEL TABLE, S/N: N/A
28. KING KC-10FX 10" HEAVY DUTY TABLE SAW WITH 3HP MOTOR, EXCALIBUR SAFETY FENCE AND RIP GUARD, S/N: 160
29. MFG UNKNOWN ELECTRIC HEAT TREAT OVEN WITH HONEYWELL DIGITAL TEMPERATURE CONTROL, 17'X16"X18" ENCLOSURE WITH

- SIDE AND FRONT-LOADING DOORS, 400 DEGF MAX. TEMPERATURE, S/N: N/A
30. LOT/ (5) ARCHITECTURAL WINDOW PROFILE CLAMPING AND ASSEMBLY TABLES
 31. ELUMATEC KOMBIMATIC EKS43 PVC WELDER WITH DIGITAL TEMPERATURE CONTROL, PNEUMATIC CLAMPING, S/N: 2789
 32. MAKITA 12" COLD CUT SAW WITH STEEL TABLE, S/N: N/A
 33. MAKITA 10" COLD CUT SAW WITH STEEL TABLE, S/N: N/A
 34. SPARTEC SV 30D CORNER CLEANER, S/N: 941102
 35. ELUMATEC (1998) ZS720LV DOUBLE HEAD CORNER WELDER WITH DIGITAL TEMPERATURE CONTROL, 180MM MAX. PROFILE WIDTH @ 90DEG, 220MM MAX. PROFILE WIDTH AT 180 DEG, 210MM MAX. PROFILE HEIGHT, 2520MM MAX. PROFILE LENGTH, S/N: 720119820178
 36. MASTERCRAFT CUSTOM VARIABLE SPEED DOUBLE END PEDESTAL GRINDER WITH TOOL REST AND ENCLOSURE, S/N: N/A
 37. MAKITA LS1040 10" COLD CUT SAW WITH PRO-LINE PRO-STOP 5.2.40 SERVO CONTROLLED AUTOMATIC LENGTH GAUGE WITH MAX. 2500MM WORKPIECE CAPACITY, S/N: N/A
 38. MAKITA LS1040 10" COLD CUT SAW WITH EL PRO 250 SERVO CONTROLLED AUTOMATIC LENGTH GAUGE WITH MAX. 2500MM WORKPIECE CAPACITY, S/N: N/A
 39. ELUMATEC DG142 UP ACTING DOUBLE MITRE SAW WITH 20" BLADES, PNEUMATIC CLAMPING, 10' MAX. TRAVEL, S/N: 20519
 40. ELUMATEC (1994) DG79 UP ACTING DOUBLE MITRE SAW WITH 16" BLADES, PNEUMATIC CLAMPING, 8' MAX. TRAVEL, S/N: 3150D
 41. STURTZ (1997) SE-4AS-CNC CNC CORNER CLEANER WITH STURTZ JETTER CNC CONTROL, S/N: 95200
 42. STURTZ SE-4AS-CNC CNC CORNER CLEANER WITH JETTER CNC CONTROL, S/N: N/A
 43. UNIVAL (1994) 520 LV DOUBLE HEAD TILT LATCH MACHINING CENTER WITH (2) FELISATTI RF62/2200 ROUTER HEADS, PNEUMATIC CLAMPING AND GUILLOTINE, 80" MAX. TRAVEL, S/N: 36431094

44. DEWALT 10" MITRE SAW WITH STEEL TABLE, S/N: N/A
45. MTECH SEMI-AUTOMATIC STANDARD AND DOUBLE DOOR FRAME ASSEMBLY MACHINE WITH AUTOMATION JRT DIGITAL CONTROLLER, (4) SENCO PNEUMATIC NAILERS, S/N: N/A
46. MAKITA LS1013 10" COLD CUT MITRE SAW WITH MFG UNKNOWN MANUAL LENGTH GAUGE AND (3) PNEUMATIC PUNCHES, S/N: N/A
47. STURTZ (2002) SMI-4S-CNC CNC CORNER CLEANER WITH STURTZ JETTER CNC CONTROL, S/N: 95542
48. STURTZ (1997) SE-4AS-CNC CNC CORNER CLEANER WITH STURTZ JETTER CNC CONTROL, S/N: 95203
49. STURTZ SM-HSM-XXDS CNC CORNER WELDER WITH VIRTUS CNC CONTROL, MAX. 3300MMX2470MM CAPACITY, 240-265DEGC NOMINAL WELDING TEMPERATURE, SAFETY LIGHT CURTAIN ENCLOSURE, S/N: N/A (NOT IN SERVICE)
50. MFG UNKNOWN VERTICAL PROFILE SHAPER WITH CUSTOM SOUND ENCLOSURE, S/N: N/A
51. MFG UNKNOWN PNEUMATIC PUNCH PRESS, S/N: N/A
52. ELUMATEC (1998) DG142 UP ACTING DOUBLE MITRE SAW WITH 20" BLADES, PNEUMATIC CLAMPING, 10' MAX. TRAVEL, S/N: T0559
53. GED INTEGRATED SOLUTIONS (2008) MC3000C AUTOMATIC CNC BATCH CUTTING FRAME SAW WITH GED PRO-FACE TOUCHSCREEN CNC CONTROL, DIRECT DRIVEN UP CUT TYPE SAW HEADS WITH 45DEG MITRE CAPABILITY, AUTOMATIC PROGRAMMABLE IN-FEED PUSHER, PNEUMATIC CLAMPING, S/N: 08049
54. DEWALT 10" MITRE SAW WITH STEEL TABLE, S/N: N/A
55. LOT/ (2) SKILLSAW 3410 10" TABLE SAWS WITH STANDS
56. LGF (2000) GRAFO SLIDING HEAD AUTOMATIC DRILL WITH PNEUMATIC CLAMPING, S/N: 244
57. STURTZ (2006) SMI-HSM30/26-PDS CNC CORNER WELDER WITH WINDOWS BASED CNC CONTROL, MAX. 400MMX3180MM CAPACITY, 240-265DEGC NOMINAL WELDING TEMPERATURE, SAFETY LIGHT CURTAIN ENCLOSURE, S/N: 110365 (NOT IN SERVICE)

58. STURTZ SM-HSM-XXDS CNC CORNER WELDER WITH VIRTUS CNC CONTROL, MAX. 3300MMX2470MM CAPACITY, 240-265DEGC NOMINAL WELDING TEMPERATURE, SAFETY LIGHT CURTAIN ENCLOSURE, S/N: N/A (NOT IN SERVICE)
59. URBAN (2007) SV 530 CNC CORNER CLEANER WITH FERRO CNC CONTROL, BRISTLE BRUSH TABLE ASSIST, S/N: 530706
60. LOT/ (2) 9'X12' PNEUMATIC LIFT ASSEMBLY TABLES
61. LOT/ MAKITA LS1013L 10" MITRE SAW WITH MANUAL LENGTH GAUGE AND (3) PNEUMATIC PRESS PUNCHES, DOUBLE END PEDESTAL GRINDER
62. VANMARK TM10 TRIMMASTER 10' MANUAL BRAKE, S/N: 1017166
63. DELTA GPP-155 SHOPMASTER 10" RADIAL ARM SAW WITH TABLE, S/N: K047
64. DEWALT 12" MITRE SAW, S/N: N/A
65. LOT/ (2) PNEUMATIC UP ENDER ASSEMBLY TABLES
66. HITACHI C15FB 15" MITRE SAW WITH 10' MANUL LENGTH GAUGE, S/N: N/A
67. ELUMATEC (1988) DG79 UP ACTING DOUBLE MITRE SAW WITH 16" BLADES, PNEUMATIC CLAMPING, 10' MAX. TRAVEL, S/N: 28880
68. SOMECO (1994) 520 LV DOUBLE HEAD CORNER WELDER WITH DIGITAL TEMPERATURE CONTROL, S/N: 34550294
69. STURTZ (2006) SMI-4AS-CNC CNC CORNER CLEANER WITH WINDOWS BASED CONTROL, S/N: 105027
70. URBAN (2006) SV 530 CNC CORNER CLEANER WITH FERRO CNC CONTROL, BRISTLE BRUSH TABLE ASSIST, 9KVA TRANSFORMER, S/N: 530614
71. MAKITA 10" COLD CUT MITRE SAW WITH STAND, S/N: N/A
72. LOT/ (3) ALCECO BENCH TYPE OBI MECHANICAL PUNCH PRESSES
73. ELUMATEC (1981) DG79 UP ACTING DOUBLE MITRE SAW WITH 16" BLADES, PNEUMATIC CLAMPING, 10' MAX. TRAVEL, S/N: 180925

74. DELTA 17-965 HEAVY DUTY FLOOR-TYPE DRILL PRESS WITH STAND, S/N: 012015
75. MAKITA LS1221 10" COLD CUT SAW, S/N: N/A
76. LOT/ (2) PNEUMATIC PUNCH PRESSES
77. ELUMATEC KS101 4" CORNER NOTCHER WITH MANUAL LENGTH GAUGE, IN-FEED AND OUT-FEED CONVEYOR, S/N: 31-126
78. PRESSRITE N02 OBI MECHANICAL PUNCH PRESS, S/N: S1590
79. STEEL CITY (2018) 10-720S3 10" RADIAL ARM SAW WITH TIGERSTOP SAW GEAR AUTOMATIC LENGTH GAUGE, S/N: 18100126
80. STEEL CITY (2018) 10-722S3 10" RADIAL ARM SAW WITH STAND AND MANUAL LENGTH GAUGE, S/N: 18100130
81. STEEL CITY (2018) 10-722S3 10" RADIAL ARM SAW WITH STAND, S/N: 18100124
82. LOT/ (2) PNEUMATIC PUNCH PRESSES
83. AMERICAN AYOTTE SUNKISS (2008) TUNNEL MIXTE ATG300108-980 PAINT AND BAKE FINISHING SYSTEM CONSISTING OF AMERICAN AYOTTE 48'X24'X12' DOWN DRAFT PAINT BOOTH WITH 12'X10' DOUBLE FOLDING DOORS, (2) MAN DOORS, KREMLIN CYCLOMIX PAINT KITCHEN WITH (4) PNEUMATIC PUMPS, (2) DOWNDRAFT BLOWERS, AYOTTE TECHNO-GAS THERMOREACTOR SUNKISS APPROX. 40'X12'X10' THROUGH-TYPE NATURAL GAS-FIRED BAKE OVEN WITH 1500000BTU/H CAPACITY, IN-GROUND CHAIN CONVEYOR, EASYVIEW TOUCHSCREEN PLC CONTROL, 10KVA TRANSFORMER, S/N: 2008-05-29
84. TEMAC TWIN HEAD VERTICAL PROFILE SHAPER WITH (2) 5HP MOTORS, PNEUMATIC CLAMPING, S/N: N/A
85. MCL MACHINERIES AUTOMATIC WRAPPING SYSTEM, VARIABLE SPEED, 42" DIA. TABLE, S/N: N/A
86. LOT/ (2) MAKITA LS1018 COLD CUT MITRE SAW WITH MANUAL LENGTH GAUGE
87. DELTA UNISAW 34-457 10" HEAVY-DUTY TABLE SAW WITH SAFETY FENCE AND RIP GUARD, S/N: G10965

88. DIVERSITECH FRED JUNIOR 1.5HP PORTABLE WELDING FUME EXTRACTOR, S/N: S-32546-1
89. KING KC-712BC 10" PORTABLE HORIZONTAL BANDSAW WITH MANUAL VISE, COOLANT, S/N: 272078
90. LINCOLN ELECTRIC 256 POWER MIG DIGITAL MIG WELDER WITH CABLES AND GUN, S/N: M3150501928
91. CUB CADET 30" 3-STAGE SNOW BLOWER, S/N: 11110B40155
92. LOT/ (2) HEAVY-DUTY DRILL PRESSES
93. PRO-LINE DMT220P TWIN HEAD DOUBLE MITRE UP CUT SAW WITH 20" BLADES, 102" CUTTING CAPACITY BETWEEN HEADS, PNEUMATIC CLAMPING, S/N: 88763 (NOT IN SERVICE)
94. ROUSSELLE OE OBI MECHANICAL PUNCH PRESS, S/N: 21509
95. MFG UNKNOWN SLAB DOOR TRIM AND ASSEMBLY CLAMPING TABLE WITH MAKITA CIRCULAR SAW, S/N: N/A
96. RAYMOND EMS-E/3050 2200LB CAPACITY ELECTRIC REACH TRUCK WITH ONBOARD CHARGING, S/N: N/A
97. MAKITA LS1018L 10" MITRE SAW WITH STAND, S/N: N/A
98. PHOENIX PLP-2208 AUTOMATIC PALLET WRAPPER WITH 48" DIA. TABLE, S/N: 9905454
99. KING (2000) 2VS VERTICAL TURRET MILLING MACHINE WITH 9"X42" TABLE, POWERED TABLE FEED, SPEEDS TO 4200RPM, 6" MACHINE VISE, S/N: 9653
100. LOT/ PICKUP IN PLANT CONSISTING OF (30+) PORTABLE AND FIXED ASSEMBLY TABLES, LARGE ASSORTMENT OF HAND, POWER AND PNEUMATIC TOOLS, SHOP LADDERS, HYDRAULIC PALLET TRUCKS, SELF-DUMPING HOPPERS, TOOLBOXES, CABINETS, ROLLING STORAGE RACKS AND FRAMES, (55) SHOP FANS, PACKAGING SUPPLIES, CLEANING SUPPLIES, LADDERS, LIFTING AND RIGGING SUPPLIES, FACTORY SUPPORT EQUIPMENT, (25) COMPUTER STATIONS WITH ZEBRA LABEL PRINTERS AND BARCODE SCANNERS, STRAPPING CADDIES, SHOP VACUUMS, AND DIGITAL PLATFORM SCALES
101. LOT/ (95) SECTIONS OF ADJUSTABLE PALLET RACKING

102. MFG UNKNOWN 45'X30'X10' FREESTANDING STEEL MEZZANINE WITH POWER AND LIGHTS, ALL BOLTED CONSTRUCTION, S/N: N/A
103. LOT/ CONTENTS OF WAREHOUSE OFFICES CONSISTING OF (24) OFFICES AND BOARDROOM INCLUDING DESKS, COMPUTERS, FILING CABINETS
104. LOT/ CONTENTS OF FRONT OFFICES CONSISTING OF CONSISTING OF APPROX. (150) DOOR LOCKERS, (25) FOLDING PORTABLE CAFETERIA BENCHES, APPLIANCES, (48) OFFICES AND BOARDROOM INCLUDING DESKS, COMPUTERS, FILING CABINETS
105. HINO (2009) 185 STRAIGHT TRUCK, VIN: 2AYNC6JM593S12487
106. IDEAL CARGO (2005) 7'x14' ENCLOSED TRAILER, VIN: 239FA32B75V098209
107. GMC (2005) SIERRA PICK UP TRUCK, VIN: 1GTEC14V35Z305777
108. GMC (2004) SAVANA STRAIGHT TRUCK, VIN: 1GDJG31U341194506
109. STOUGHTON (2017) ZGP R-POP-01 36' ENCLOSED TRAILER, VIN: 1DW1A3627HS721101
110. INTERNATIONAL (2018) 4000 STRAIGHT TRUCK WITH CUMMINS 6.7L DIESEL ENGINE, VIN: 1HTMMMMN4JH426198
111. INTERNATIONAL (2018) 4000 STRAIGHT TRUCK WITH CUMMINS 6.7L DIESEL ENGINE, VIN: 1HTMMMMN6JH426199
112. STOUGHTON (2017) ZGP / R-POP-02 36' ENCLOSED TRAILER, VIN: 1DW1A3629HS721102
113. FORD (2007) F-150 PICK UP TRUCK, VIN: 1FTRF12W57KC09780
114. HINO (2015) STRAIGHT TRUCK, VIN: 2AYNE8JT9F3S21721 (NOT INSPECTED - IN TRANSIT)
115. CHEVROLET (2013) SILVERADO PICK UP TRUCK, VIN: 1GCRKSE02DZ266398 (NOT INSPECTED - IN TRANSIT)
116. FABRO (2014) T7721 UTILITY TRAILER, VIN: 2L9UAA211E3118608 (NOT INSPECTED - IN TRANSIT)
117. FORD (2010) F-150 PICK UP TRUCK, VIN: 1FTNF1EV1AKC08957 (NOT INSPECTED - IN TRANSIT)

118. FORD (2007) F-150 PICK UP TRUCK, VIN: 1FTRF12W57KC09780 (NOT INSPECTED - IN TRANSIT)
119. FORD (2007) F-150 PICK UP TRUCK, VIN: 1FTRF12W77KD39883 (NOT INSPECTED - IN TRANSIT)
120. FORD (2009) F-150 PICK UP TRUCK, VIN: 1FTRF12W49KC41901 (NOT INSPECTED - IN TRANSIT)
121. FORD (2010) CTV VAN, VIN: 1FDSE3FL8ADA43312 (NOT INSPECTED - IN TRANSIT)
122. CARGO (2006) CE714 TRAILER, VIN: 4U01C14276A029854 (NOT INSPECTED - IN TRANSIT)
123. FORD (2005) VAN, VIN: 1FTNS24W45HB41611 (NOT INSPECTED - IN TRANSIT)
124. FORD (2010) F-150 PICK UP TRUCK, VIN: 1FTFW1EV3AFB41288 (NOT INSPECTED - IN TRANSIT)
125. MENGAR (1995) UTILITY TRAILER, VIN: 2G9U2L4C4SP035006 (NOT INSPECTED - IN TRANSIT)
126. CARGO (2006) C6.5X TRAILER, VIN: 5FGC6162561024439 (NOT INSPECTED - IN TRANSIT)
127. DESGAGNE (2000) TRAILER, VIN: 2L9245260Y1096216 (NOT INSPECTED - IN TRANSIT)
128. CHEVROLET (2003) EXPRESS VAN, VIN: 1GC3G15X131205547 (NOT INSPECTED - IN TRANSIT)
129. FORD (2002) CTV VAN, VIN: 1FDSE35L22HB14127 (NOT INSPECTED - IN TRANSIT)
130. FORD (2001) CTV VAN, VIN: 1FDWE35L01HB29967 (NOT INSPECTED - IN TRANSIT)
131. GMC (2003) SAVANA STRAIGHT TRUCK, VIN: 1GDJG31U31144581 (NOT INSPECTED - IN TRANSIT)
132. MITSUBISHI (2010) OUTLANDER SUV, VIN: JA4JT3AX1AZ600493 (NOT INSPECTED - IN TRANSIT)
133. DODGE (2011) CARAVAN VAN, VIN: 2D4RN4DGXBR662851 (NOT INSPECTED - IN TRANSIT)

134. TOYOTA (2006) SIENNA VAN, VIN: 5TDZA29666S503230 (NOT INSPECTED - IN TRANSIT)
135. AIREX EXPLOSION PROOF CYCLONIC-TYPE CENTRAL DUST COLLECTION SYSTEM WITH 50HP BLOWER AND DUCTWORK, S/N: N/A
136. MFG UNKNOWN CYLONIC-TYPE CENTRAL DUST COLLECTION SYSTEM WITH DUCTWORK, S/N: N/A
137. LOT/ BALANCE OF YARD CONSISTING OF STORAGE SEA CONTAINERS, 40YARD ROLLOFF STORAGE CONTAINER WITH WINTER TIRES & RIMS, QUONSET HUT WITH WORK IN PROCESS MATERIALS, RACKS, BINS, SHELVING, ETC.

The Purchased Assets shall not include the following undertakings, property and assets of the Vendor:

138. SKYJACK (2018) SJIII3626 ELECTRIC SCISSOR LIFT WITH 115HOURS (RECORDED AT TIME OF LISTING), S/N: 27042416
139. ATLAS (2012) AU714 UTILITY TRAILER, VIN: 5HCKU1426CE024644 (NOT INSPECTED - IN TRANSIT)

**Schedule B
Draft Monitor's Certificate**

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

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

**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

Lefebvre & Benoit S.E.C.

7943032 Canada Inc.

**The Land Registrar for the Registry Office for the Registration Division of
Terrebonne**

The Registrar of the Register of Personal and Movable Real Rights (Québec)

Mis-en-cause

and

Raymond Chabot Inc.

Monitor

MONITOR'S CERTIFICATE (RE: TERREBONNE LEASE AND ASSETS)

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, Vesting and Assignment Order (re: Terrebonne Lease and Assets) (the “**Approval and Vesting Order**”) authorizing and approving the transaction(s) contemplated by the agreement entitled *Asset Purchase Agreement* (the “**Purchase Agreement**”) dated May 31, 2021, by and between the Debtors (collectively, the “**Vendor**”), as vendors, and Lefebvre & Benoit S.E.C. (the “**Purchaser**”), as purchaser, with a view, *inter alia*, to vest in and to the Purchaser, all of the Vendor’s rights, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), and to assign the rights, title, interests and obligations of Atis LP (the “**Assignor**”) under the lease with 7943032 Canada Inc. for the property located at 2205-2225, des Entreprises Boulevard, Terrebonne, Québec, Canada, known as lot 3 148 877, Cadastre of Québec, Registration Division of Terrebonne, as amended, a full copy of which was attached as Schedule “A” to the Purchase Agreement (the “**Lease**”), to the Purchaser.

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 and the assignment of the rights, title, interests and obligations of the Assignor under the Lease to 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 the Monitor has received (i) payment in full of the Closing Payment in Cash and confirmation that the Purchaser has paid or will pay at Closing any applicable Transfer Taxes and (ii) confirmation by each of the Purchaser and the Vendor that all closing deliveries under the Purchase Agreement have been satisfied and/or waived, as applicable.

CONSIDERING that the Approval and Vesting Order orders and directs the Monitor, upon receipt of (i) payment in full of the Closing Payment in Cash and confirmation that the Purchaser has paid or will pay at Closing any applicable Transfer Taxes and (ii) confirmation by each of the Purchaser and the Vendor that all closing deliveries under the Purchase Agreement have been satisfied and/or waived, 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 Closing Payment in Cash and confirmation that the Purchaser has paid or will pay at Closing any

applicable Transfer Taxes and (ii) confirmation by each of the Purchaser and the Vendor that all closing deliveries under the Purchase Agreement have been satisfied and/or waived, as applicable.

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

Schedule C
List of Quebec Encumbrances to be Reduced

RDPRM (Québec)

- Conventional Hypothec without Delivery registered under number 17-0706846-0001;
- Conventional Hypothec without Delivery registered under number 17-1167977-0001;
- Conventional Hypothec without Delivery registered under number 20-0413978-0001;
- Conventional Hypothec without Delivery registered under number 20-0413978-0002;
- Conventional Hypothec without Delivery registered under number 20-0413978-0003;
- Conventional Hypothec without Delivery registered under number 20-0413978-0004;
- Hypothec constituted by judgement registered under number 21-0523311-0001;
- Hypothec constituted by judgement registered under number 21-0189633-0001.