

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

Canada
Province of Québec
District of Montréal
No: 500-11-059536-215
Date: March 25, 2021

Presiding: The Honourable Peter Kalichman, J.S.C.

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

Atis Group Inc.

10422916 Canada Inc.

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

9060642 Canada Inc.

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

Distributeur Vitro Clair Inc.

Solarcan Architectural Holding Limited

Vitrierie Lévis Inc.

Vitrotec Portes & Fenêtres Inc.

Debtors

and

Atis LP

Mise-en-cause

and

Raymond Chabot Inc.

Monitor

CLAIMS PROCEDURE ORDER

HAVING READ the *Application to Approve a Claims Process* of the Debtors (the "**Application**") 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**");

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

GIVEN the provisions of the CCAA;

THE COURT:

[1] **GRANTS** the Application.

Service

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

[3] **PERMITS** service of the present Order (this "**Order**") at any time and place and by any means whatsoever.

Definitions

[4] **DECLARES** that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:

- 4.1 "**Appeal Application**" means a written application referred to in paragraph [10] of this Order setting out in detail the grounds of appeal from a Notice of Revision or Disallowance;
- 4.2 "**Assessment**" means any right or claim of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction against any of the Debtors, including, without limitation, amounts which may arise, have arisen under, or would arise under, in connection with, or as a result of any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority, without regard to whether the statute of limitation with respect to any particular tax Claim has expired or whether any audit or investigation has already been conducted;
- 4.3 "**Beneficiaries**" means the Bank of Nova Scotia in its capacity as interim lender, Raymond Chabot Inc., in its capacity as Receiver and/or Monitor, the Receiver's counsel, the Monitor's counsel and the Debtors' counsel;
- 4.4 "**BIA**" means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
- 4.5 "**Business Day**" means a day, other than a Saturday or a holiday as defined in paragraph 61(23) of the *Interpretation Act*, CQLR c I-16;

- 4.6 “**CCAA**” means the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36;
- 4.7 “**CCAA Proceedings**” means the proceedings in respect of the Debtors before the Court commenced pursuant to the CCAA in court file number 500-11-059536-215;
- 4.8 “**Claim**” means any right of any Person against any of the Debtors, arising in or in connection with any jurisdiction including but not limited to the United States of America and Canada, in connection with any indebtedness, right to payment, or obligation of any kind of the Debtors, whether or not such right is reduced to judgment, present, future, due or accruing due to such Person and any corresponding interest accrued thereon or costs, damages or equivalents, payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any Assessment, any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, any executory or non-executory guarantee or surety, and (i) the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Determination Date; (ii) any Equity Claim; and (iii) any claim which would constitute a claim under the CCAA as at the Determination Date. A Claim shall include, without limitation, (a) any Unaffected Claim; (b) any Claim against the Beneficiaries; (c) any Claim against the CRO; (d) any Claim against the Directors and Officers; and (e) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;
- 4.9 “**Claims Bar Date**” means 4:00 p.m. (Montréal Time) on April 26, 2021 or, (i) for a Creditor with a Restructuring Claim, the latest of (a) 4:00 p.m. (Montréal Time) on April 26, 2021 and (b) thirty (30) days after the date of receipt by the Creditor of a notice from the Debtors giving rise to the Restructuring Claim, it being understood that at no time shall such a notice from the Debtors be sent to the Creditor less than thirty (30) days before the date of the Creditors’ Meeting and (ii) for WEPPA Employees, the latest of (a) 4:00 p.m. (Montréal Time) on April 26, 2021 and (b) in the event that the WEPPA Employee has not yet filed a WEPPA Proof of Claim, thirty (30) days after the date on which the Receiver sends to such WEPPA Employee the Creditors’ Instructions;
- 4.10 “**Claim against the Beneficiaries**” means any right of any Person against the Beneficiaries in connection with any indebtedness or obligation of the Beneficiaries, present, future, due or accruing due to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any executory or

non-executory guarantee or surety and the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on any act or omission, transaction, offer, investment, proposal, or dealings in connection with the Debtors, their assets, business or affairs, or prior dealings with the Debtors, wherever or however conducted or governed, the administration and/or management of the Debtors and the CCAA Proceedings;

- 4.11 **“Claim against the CRO”** means any right of any Person against the CRO in connection with any indebtedness or obligation of the CRO, present, future, due or accruing due to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any executory or non-executory guarantee or surety and the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on the performance of the CRO’s mandate or the Initial Order;
- 4.12 **“Claim against the Directors and Officers”** means a claim as defined in paragraph 11.03(1) of the CCAA as well as any right of any Person against any of the Directors and Officers in connection with any indebtedness or obligation of any kind of the Directors and Officers, present, future, due or accruing due to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any executory or non-executory guarantee or surety and (i) the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Determination Date; (ii) any Equity Claim; (iii) any Restructuring Claim and (iv) any claim which would constitute a claim under the CCAA as at the Determination Date;
- 4.13 **“Court”** means the Québec Superior Court (Commercial Division) sitting in the district of Montréal;
- 4.14 **“Creditor”** means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not, however, include an Excluded Creditor in respect of that Person’s claim resulting from an Excluded Claim;
- 4.15 **“Creditors’ Instructions”** means (i) for Creditors other than WEPPA Employees, the instructions for Creditors, including a Proof of Claim, an Instruction Letter explaining how to complete same, and a copy of this Order and (ii) for WEPPA Employees, an instruction letter in the form of **Schedule “E”** hereto;

- 4.16 “**Creditors’ List**” means a list of all Known Creditors;
- 4.17 “**Creditors’ Meeting**” means any meeting of the Debtors’ Creditors to be convened, with leave of the Court, for the purposes of voting on the Plan, and any adjournment or suspension thereof;
- 4.18 “**CRO**” means Solstice groupe conseil Inc. (Mr. Claude Rouleau), acting in its capacity as chief restructuring officer of the Debtors;
- 4.19 “**Directors and Officers**” means any of the present or former, *de jure* or *de facto*, directors or officers of any of the Debtors as well as any other individuals legally entitled to administer the affairs of any of the Debtors. For greater certainty, the Directors and Officers do not include the CRO;
- 4.20 “**Designated Newspapers**” means The Globe and Mail (National Edition), La Presse and The New York Times (National Edition);
- 4.21 “**Determination Date**” means February 19, 2021;
- 4.22 “**Equity Claim**” has the meaning ascribed thereto in the definition contained in the BIA and the CCAA;
- 4.23 “**Excluded Claim**” means (a) any right of any Person against the Debtors in connection with any indebtedness or obligation of any kind which came into existence after the Determination Date and any interest thereon, including any obligation of the Debtors toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Debtors after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and to the extent that such claims are not otherwise affected by the Plan; and (b) any right or claim that may be asserted by any beneficiary of any charges granted by the Court under the CCAA in the present proceedings, with respect to such charges;
- 4.24 “**Excluded Creditor**” means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- 4.25 “**Initial Order**” means the order of the Court rendered on February 19, 2021 under the CCAA, as amended and restated from time to time, including on March 1, 2021;
- 4.26 “**Instruction Letter**” means the instruction letter sent to Creditors in a document substantially in the form of **Schedule “B”** hereto;
- 4.27 “**Known Creditor**” means a Creditor whose Claim is included in the Debtors’ books and records;
- 4.28 “**Monitor**” means Raymond Chabot Inc., acting in its capacity as monitor of the Debtors pursuant to the Initial Order;

- 4.29 **"Newspaper Notice"** means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph [5], which shall set out the Claims Bar Date and the Creditors' Instructions, being substantially in the form of **Schedule "A"** hereto;
- 4.30 **"Notice of Revision or Disallowance"** means the notice referred to in paragraph [10] hereof, advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim and setting out the reasons for such revision or disallowance, and being substantially in the form of **Schedule "D"** hereto;
- 4.31 **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity;
- 4.32 **"Plan"** means a plan of compromise or arrangement filed or to be filed by the Debtors pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- 4.33 **"Proof of Claim"** means (i) for Creditors other than the WEPPA Employees, the form of Proof of Claim for Creditors referred to in paragraphs [9] and [10] hereof, in the form of **Schedule "C"** hereto, and (ii) for WEPPA Employees, the WEPPA Proof of Claim;
- 4.34 **"Proven Claim"** means the amount of any Claim of any Creditor as of the Determination Date, determined in accordance with the provisions of the CCAA and this Order, and proven by delivering a Proof of Claim to the Monitor;
- 4.35 **"Publication Date"** means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- 4.36 **"Receiver"** means Raymond Chabot Inc., acting in its capacity as receiver pursuant to the Receivership Order;
- 4.37 **"Receivership Order"** means the order rendered by the Court on March 10, 2021 which *inter alia* appointed the Receiver;
- 4.38 **"Restructuring Claim"** means any right of any Person against any of the Debtors in connection with any indebtedness or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who receives a notice of disclaimer, repudiation or termination from any of the Debtors; provided however, that a Restructuring Claim may not include an Excluded Claim;
- 4.39 **"Unaffected Claim"** shall have the meaning ascribed to such term in the Plan.
- 4.40 **"WEPPA"** means the *Wage Earner Protection Program Act*, SC 2005, c 47;

- 4.41 **"WEPPA Employees"** means all former employees of the Debtors with a Restructuring Claim who have filed or are eligible to file a WEPPA Proof of Claim; and
- 4.42 **"WEPPA Proof of Claim"** means, as applicable, the claim filed with the Receiver by any former employee of the Debtors in order to benefit from the payments provided for under the WEPPA. The WEPPA Proof of Claim shall be deemed to be the Proof of Claim.

Notification Procedure

- [5] **ORDERS** that the form of Newspaper Notice shall be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order, but in any event no later than on March 30, 2021.
- [6] **ORDERS** that the Monitor shall publish on its website at <https://www.raymondchabot.com/en/companies/public-records/atis/>, on or before the day that is five Business Days after the date of this Order, a copy of the Creditors' List, the Creditors' Instructions and this Order.
- [7] **ORDERS** that the Monitor shall send, by regular mail, a copy of the Creditors' Instructions to each Known Creditor no later than on April 2, 2021.
- [8] **ORDERS** that any notices of disclaimer or resiliation under section 32 of the CCAA delivered by the Debtors after the date of this Order shall be accompanied by a copy of the Creditors' Instructions.

Claims Bar Date

- [9] **ORDERS** that, unless otherwise authorized by the Court, a Creditor who does not file a Proof of Claim by the Claims Bar Date (i) shall not be entitled to any further notice; (ii) shall be forever barred from pursuing a Claim against the Debtors, the Beneficiaries, the CRO or the Directors and Officers; (iii) shall not be entitled to participate as a Creditor in these proceedings; (iv) shall not be entitled to vote on any matter in these proceedings, including the Plan; (v) shall not be entitled to file a Claim against the Debtors, the Beneficiaries, the CRO or the Directors and Officers; or (vi) shall not be entitled to receive a distribution under the Plan.

Claims Procedure

- [10] **ORDERS** that the following procedure shall apply where a Creditor files a Proof of Claim before the Claims Bar Date:
- 10.1 the Monitor, together with the Debtors, shall review the Proof of Claim to value the amounts and terms set out therein for voting and distribution purposes. Where applicable, the Monitor shall send the Creditor, or its legal counsel, a Notice of Revision or Disallowance;
- 10.2 the Creditor who receives a Notice of Revision or Disallowance, personally or through its legal counsel, and wishes to dispute it shall, within ten (10) calendar

days of the Notice of Revision or Disallowance, file an Appeal Application with the Court and serve a copy of such Appeal Application to the Debtors and the Monitor;

- 10.3 unless otherwise authorized by the Court, if the Creditor does not file an Appeal Application within the delay provided in paragraph 10.2 above, such Creditor shall be deemed to have accepted the nature and value of its Claim as set out in the Notice of Revision or Disallowance; and
- 10.4 where a Creditor files an Appeal Application, the appeal shall be treated as a true appeal on the record and not an appeal de novo, unless the Court decides that proceeding as a true appeal on the record would result in an injustice to the Creditor.

Notices and Communications

- [11] **ORDERS** that any notice, service or other communication to be given under this Order by any Creditor to the Monitor or the Debtors shall be in writing in substantially the form provided for in this Order, where applicable, and will be sufficiently given only if given by mail, courier, email or other means of electronic communication addressed to:

Monitor:	<p>Raymond Chabot Inc.</p> <p>600, de La Gauchetière West, Suite 2000 Montréal, Québec, H3B 4L8</p> <p>To the attention of:</p> <p>Mr. Dominic Deslandes Mr. Raymond Atallah Mr. Philippe Daneau</p> <p>Email:</p> <p>deslandes.dominic@rcgt.com atallah.raymond@rcgt.com daneau.philippe@rcgt.com</p>
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With a Copy to:	<p>Fasken Martineau DuMoulin LLP</p> <p>800 Victoria Square, Suite 3500 P.O. Box 242, Montréal, Québec, H4Z 1E9</p> <p>To the attention of:</p> <p>M^{re} Luc Béliveau M^{re} Nicolas Mancini</p> <p>Email:</p> <p>lbeliveau@fasken.com nmancini@fasken.com</p>
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Debtors:	<p>McCarthy Tétrault LLP</p> <p>1000 De La Gauchetière Street West, Suite 2500, Montréal, Québec, H3B 0A2</p> <p>To the attention of:</p> <p>M^{re} Alain N. Tardif M^{re} François Alexandre Toupin</p> <p>Email:</p> <p>atardif@mccarthy.ca fatoupin@mccarthy.ca</p>
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- [12] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by email, ordinary mail, registered mail or courier. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier or email. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.

Aid and Assistance of Other Courts

- [13] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to the Court in carrying out the terms of this Order.

General Provisions

- [14] **ORDERS** that the Newspaper Notice (Schedule A), the Instruction Letter (Schedule B), the Proof of Claim (Schedule C), the Notice of Revision or Disallowance (Schedule D) and the instruction letter to WEPPA Employees (Schedule E) shall be made available in French and communicated to the Creditors in English and in French simultaneously.
- [15] **ORDERS** that for the purposes of this Order, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily exchange rate on the Determination Date.
- [16] **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents.
- [17] **DECLARES** that the Monitor may apply to the Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.
- [18] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever.
- [19] **THE WHOLE** without costs.



The Honourable Peter Kalichman, J.S.C.