

CANADA

PROCÈS-VERBAL D'AUDIENCE

COUR SUPÉRIEURE
DU QUÉBEC
Chambre commerciale

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

No :
500-11-059536-215

Référée
de

Salle
prévue
16.07

Date

Le 10 mars 2021

L'HONORABLE PETER KALICHMAN, J.C.S.

JK0261

DANS L'AFFAIRE DE :

**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.**

Débiteurs

ATIS LP

Mise-en-Cause

Avocats (s)

par Teams

Me François Alexandre Toupin (P)
McCarthy Tétrault s.e.n.c.r.l., s.r.l.
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Me Caroline Dion
Fonds de solidarité FTQ.
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Me Kevin Mailloux
Borden Ladner Gervais s.e.n.c.r.l., s.r.l.
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Me Kim Sheppard
Ministère de la Justice Canada
kim.sheppard@justice.gc.ca

RAYMOND CHABOT INC.

**Contrôleur/Séquestre
proposé**

Me Luc Béliveau (P)
Fasken Martineau DuMoulin SENCRL, s.r.l.
lbéliveau@fasken.com
Me Nicolas Mancini (P)
nmancini@fasken.com
Fasken Martineau DuMoulin SENCRL, s.r.l.

Nature de la cause: MOTION BY THE MONITOR/PROPOSED RECEIVER FOR A RECEIVERSHIP ORDER

Greffiers : Christian Obama g.a.c.s.

Interprète_N/A _____ Sténographe_N/A _____

ENREGISTREMENT NUMÉRIQUE

| Audition AM : | Début | Fin | Audition PM : | Début | Fin |
|---------------|---------|---------|---------------|-------|-----|
| | 09 h 17 | 09 h 39 | | | |

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Affaires référées au maître des rôles

Résultat de l'audition
Jugement

| | |
|---------|--|
| 09 h 19 | <u>OUVERTURE DE L'AUDIENCE.</u> Identification |
| 09 h 20 | Échanges |
| 09 h 21 | Témoin (Français) Dominic DESLANDES 600 Rue De La Gauchetière O, Montréal, QC H3B 4L2 Comptable professionnel agréé |
| 09 h 22 | Me Béliveau procède à l'interrogatoire du témoin |
| 09 h 26 | Questions et commentaires du TRIBUNAL |
| 09 h 29 | Fin de l'interrogatoire du témoin par Me Béliveau |
| 09 h 30 | Me Sheppard n'a pas de questions pour le témoin Représentations de Me Mancini |
| 09 h 36 | Représentations de Me Sheppard |
| 09 h 37 | <u>Décision :</u> GIVEN the Monitor's Motion for a Receivership Order; |

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GIVEN the testimony of the Monitor;

GIVEN the representations of the attorneys;

THE COURT:

**GRANTS the Motion for a Receivership Order as per the order signed
this day.**



L'Honorable Peter KALICHMAN



Christian Obama, g.a.c.s

SUPERIOR COURT

(Commercial Division)

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No.: 500-11-059536-215

DATE : March 10, 2021

IN THE PRESENCE OF THE HONOURABLE PETER KALICHMAN, S.C.J.

**In the matter of the *Companies' Creditors Arrangement Act*, RSC (1985), c. C-36
(as amended):**

**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. and
VITROTEC PORTES & FENÊTRES INC.**

Debtors

-and-

ATIS LP

Mise-en-cause

-and-

RAYMOND CHABOT INC.

Monitor/Proposed Receiver

ORDER APPOINTING A RECEIVER

(S. 11 of the *Companies' Creditors Arrangement Act* (the "**CCAA**"); s. 243 of the *Bankruptcy and Insolvency Act* (the "**BIA**"); paragraph [51](l) of the Amended and Restated Initial Order)

- [1] **ON READING** the *Motion by the Monitor/Proposed Receiver for a Receivership Order* (the "**Motion**") made by Raymond Chabot Inc. ("**RCI**") in its capacity as court-appointed monitor (in such capacity, the "**Monitor**") of the Debtors and the *Mise-en-cause* pursuant to section 243(1) of the BIA appointing RCI as receiver (in such capacity, the "**Receiver**"), the sworn declaration and the Exhibit in support thereof;
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of the attorneys;
- [4] **GIVEN** the First Day Initial Order rendered by this Court on February 19, 2021;
- [5] **GIVEN** the Amended and Restated Initial Order rendered by this Court on March 1, 2021 (the "**ARIO**");
- [6] **SEEING** that it is appropriate to appoint a receiver to the Receivership Property (such as defined herein) of Atis LP, 8528853 Canada Inc., and 9060642 Canada Inc. (collectively the "**Atis Employers**");

FOR THESE REASONS, the Court:

- [7] **GRANTS** the Motion;
- [8] **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 ARIO;

SERVICE

- [9] **ORDERS** that the time for service of the Motion is hereby abridged and validated so that the Motion is properly returnable today and hereby **DISPENSES** with further service thereof.

LIFTING OF THE STAY

- [10] **ORDERS** that the stay of proceedings granted by this Court under the ARIO is hereby lifted with respect to the Atis Employers and the Receivership Property solely to allow (i) the appointment of the Receiver over the Receivership Property and (ii) the Receiver to act in respect of the Receivership Property, each in accordance with the provision of this order (the "**Receivership Order**").

RECEIVERSHIP PROPERTY AND APPOINTEMENT

- [11] **AUTHORIZES** each of the Atis Employers to transfer to the Receiver an amount of \$100.00 (for a total of \$300.00) to constitute the receivership property (collectively, the "**Receivership Property**");
- [12] **APPOINTS** RCI (Dominic Deslandes, CPA, CA, CIRP, LIT), to act as Receiver over the Receivership Property and no other property of the Debtors until one of the following events comes to pass:
- (a) the filing of an assignment in bankruptcy in respect of the Atis Employers;
or
 - (b) the issuance of any order by the Court terminating the mandate of the Receiver.
- [13] **DECLARES** that the Receiver is a receiver within the meaning of section 243(1) of the BIA.
- [14] **DECLARES** that this Receivership Order and its effects shall survive the filing by the Debtors of a notice of intention to make a proposal or of a proposal pursuant to the terms of the BIA or the bankruptcy of the Atis Employers unless the Court orders otherwise.

RECEIVER'S POWERS

- [15] **ORDERS** that the Receiver will be empowered and authorized, but not obligated, to act at once in respect of the Receivership Property and the Receiver will be expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession and exercise control over the Receivership Property;
 - (b) to perform its statutory obligations under the *Wage Earner Protection Program Act*, SC 2005, c 47, s 1 (the "**WEPPA**");
 - (c) to take any action reasonably incidental to the exercise of these powers under this Receivership Order or the fulfillment of any statutory obligations; and
 - (d) to retain the services of any lawyer, or of any person or business in order to appropriately fulfil the Receiver's power conferred by this Receivership Order.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusions of all other persons, including the Debtors, and without interference from any other person.

- [16] **ORDERS** that the Receiver be and is hereby relieved from compliance with the provision of sections 245(1), 245(2) and 246 of the BIA, provided that the Receiver

shall provide notice of its appointment in the prescribed form and manner to the Superintendent of Bankruptcy, accompanied by the prescribed fee.

ARIO

- [17] **ORDERS** that, except as expressly stated in this Receivership Order with respect to the Receivership Property, nothing herein amends the terms of the ARIO, including the powers, authorizations, obligations and protections for the Monitor.

DEBTORS' DUTIES

- [18] **ORDERS** the Atis Employers, their directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Receivership Property and to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of this Receivership Order.

EMPLOYEES

- [19] **AUTHORIZES** the Receiver to continue to engage the services of the Atis Employers' employees until the Receiver, acting for and on behalf of the Atis Employers, terminates the employment of such employees. The Receiver shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in sections 14.06(1.2) of the BIA other than such amounts the Atis Employers may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA or under the WEPPA.

LIMITATION OF LIABILITY

- [20] **DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph [15] of this Receivership Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Receivership Property.
- [21] **DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment.
- [22] **DECLARES** that sections 14.06 and 215 of the BIA apply *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph.
- [23] **ORDERS** that no proceeding or enforcement process in any court or tribunal, shall be commenced or continued against the Receiver or the Receivership Property, except with the written consent of the Receiver or with leave of this Court.

FEES

- [24] **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys.
- [25] **ORDERS** that the reasonable fees and disbursements of the Receiver and those of its attorneys incurred in relation to these proceedings are secured by the Administration Charge granted by the ARIIO.

GENERAL

- [26] **DECLARES** that this Receivership Order, the Motion and the sworn declaration filed in support thereof do not, in and of themselves, constitute a default or failure to comply by the Debtors under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement.
- [27] **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Debtors' records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail.
- [28] **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter.
- [29] **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtors' and the Receiver's counsel and to any other party who may request such delivery.
- [30] **DECLARES** that unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtors and the Receiver.
- [31] **DECLARES** that any interested person may apply to this Court to vary or rescind this Receivership Order or seek other relief upon five (5) days notice to the Receiver, the Debtors and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

- [32] **DECLARES** that this Receivership Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
- [33] **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 court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.
- [34] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.
- [35] **THE WHOLE, WITHOUT COSTS.**

A handwritten signature in black ink, appearing to read 'Peter Kalichman', is written over a horizontal line.

The Honourable Peter Kalichman, S.C.J.