

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No. 500-11-064117-241
(500-11-064118-249)
DATE: October 11, 2024

PRESIDING : THE HONOURABLE JANET MICHELIN, J.S.C.

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF :

A&D PRÉVOST INC.

ADP FAÇADES INC.

Debtors

-and-

DELOITTE RESTRUCTURING INC.

Trustee

-and-

16378650 CANADA INC.

-and-

THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION
DIVISION OF ROUVILLE

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

-and-

THE CANADIAN INTELLECTUAL PROPERTY OFFICE

-and-

FIERA FP BUSINESS FINANCING FUND

-and-

FIERA PRIVATE DEBT FUND V LP

-and-

FIERA PRIVATE DEBT FUND VI LP

-and-

BANQUE TORONTO DOMINION

-and-

INVESTISSEMENT QUÉBEC

-and-

MAYNBRIDGE CAPITAL INC.

-and-

LOCATION DE CAMIONS DE EUREKA INC.

-and-

FAAN ADVISORS GROUP INC.

Mis-en-Cause

APPROVAL, VESTING AND ASSIGNMENT ORDER

- [1] **ON READING** the Debtors' *Requête pour approbation de la transaction proposée* (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Report of the **Trustee** dated October 10, 2024 (the "**Report**");
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of the attorneys present at the hearing and the testimony of the witnesses heard;
- [4] **SEEING** that it is appropriate to issue an order approving the transactions (collectively, the "**Transaction**") contemplated by the agreement entitled *Asset Purchase Agreement* (the "**Purchase Agreement**") by and between A&D Prévost Inc. (the "**Vendor**"), as vendor, and 1638650 Canada Inc. (the "**Purchaser**") as purchaser, copy of which was filed as Exhibit R-53 to the Motion, vesting in the Purchaser the assets described and defined in the **Purchase Agreement** (the "**Purchased Assets**"), and assigning the agreements listed in **Schedule "B"** hereto to the Purchaser (the "**Assigned Agreements**").

WHEREFORE THE COURT:

[5] **GRANTS** the Motion;

SERVICE

[6] **DECLARES** that sufficient prior notice of the presentation of the Motion has been given by the Debtors to the interested parties.

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

[8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

[9] **DECLARES** that the parties to the Assigned Agreements have received adequate notice of the Motion.

SALE APPROVAL

[10] **ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by the Vendor 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 Trustee.

EXECUTION OF DOCUMENTATION

[11] **AUTHORIZES** the Vendor, the Trustee and the Purchaser 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 (Exhibit R-53) and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

[12] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Vendor to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

[13] **ORDERS** and **DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"), all 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 claims (including claims provable in bankruptcy in the event that the Debtors should be adjudged bankrupt), liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, charges, hypothecs, deemed trusts, judgments, writs of seizure or execution, notices of sale, contractual rights relating to the Purchased Assets, encumbrances, whether or not they have been 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* in movable / immovable property, excluding however, the permitted encumbrances and

restrictive covenants listed in **Schedule "C"** hereto (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

ASSIGNMENT OF AGREEMENTS

- [14] **ORDERS** and **DECLARES** that upon the issuance of the Certificate, the rights, title, interest and obligations of the Vendor under the Assigned Agreements (Schedule "C") shall be automatically and irrevocably assigned to the Purchaser without any further consents or approval of this Court.
- [15] **ORDERS** that all monetary defaults of the Vendor in relation to the Assigned Agreements – other than those arising by reason only of the insolvency of the Vendor, the commencement of proceedings under the *Bankruptcy and Insolvency Act* ("**BIA**") or the failure to perform non-monetary obligations - shall be remedied by Purchaser within 30 days of the issuance of the Certificate.
- [16] **DECLARES** that subject to the Purchaser's obligations relating to the monetary defaults set forth in paragraph [15], the counterparties to any Assigned Agreements have no right to claim or effect compensation between:
 - a. on the one hand, the amounts that are currently owing or which may become owing by such counterparties to the Vendor or the Second Purchaser, as the case may be, in connection with goods supplied or to be supplied under the Assigned Agreements by the Vendor or the Purchaser, as the case may be, as and from the date of the Certificate; and
 - b. on the other hand, any amounts owed, or allegedly owed, by the Vendor to such counterparties prior to the date of the Certificate, whether related or not to the Assigned Agreements.
- [17] **ORDERS** that any anti-assignment or consent-to-assignment provisions in any Assigned Agreements shall not restrict, limit, impair, prohibit or otherwise affect the assignment of the Assigned Agreements provided by this Order.
- [18] **ORDERS** that the Assigned Agreements shall be valid and binding and in full force and effect and enforceable by the Purchaser.
- [19] **ORDERS** and **DIRECTS** the Trustee to serve a copy of this Order to every party to the Assigned Agreements.

CERTIFICATE

- [20] **ORDERS** and **DIRECTS** the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof and provide a copy of such Certificate to the Purchaser.

CANCELLATION OF SECURITY REGISTRATIONS

- [21] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Rouville, upon presentation 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 this Order and (i) to make an entry on the Land Register showing the Purchaser as the owner of the Transferred Property (as defined in the Purchase Agreement) hereto and (ii) to cancel and strike any and all Encumbrances on

the Immovable (other than Permitted Encumbrances), including, without limitation, the following registrations published at the said Land Registry Office:

- 21.1 Immovable hypothec in favour of Integrated Private Debt Fund V LP registered under number 24 383 424;
- 21.2 Immovable hypothec in favour of Fiera Private Debt Fund VI LP registered under number 25 977 999;
- 21.3 Immovable hypothec in favour of MaynBridge Capital inc. registered under number 28 643 732.

[22] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to proceed to cancel and strike the registrations listed below in respect to the Purchased Assets in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations:

- 22.1 Conventional hypothec without delivery in favour of Fiera Private Debt Fund V LP in the amount of \$14,000,000, plus an additional amount of \$2,800,000 with interest at the rate of 25% per annum, registered at the RPMRR under number 19-0069401-0001;
- 22.2 Conventional hypothec without delivery in favour of Fiera Private Debt Fund V LP in the amount of \$14,000,000, plus an additional amount of \$2,800,000 with interest at the rate of 25% per annum, registered at the RPMRR under number 19-0069401-0002;
- 22.3 Conventional hypothec without delivery in favour of The Toronto-Dominion Bank in the amount of \$5,000,000, plus an additional amount of \$1,000,000 with interest at the rate of 25% per annum, registered at the RPMRR under number 19-0074508-0001;
- 22.4 Conventional hypothec without delivery in favour of The Toronto-Dominion Bank in the amount of \$5,000,000, plus an additional amount of \$1,000,000 with interest at the rate of 25% per annum, registered at the RPMRR under number 19-0074508-0002;
- 22.5 Conventional hypothec without delivery in favour of Fiera Private Debt Fund VI LP in the amount of \$10,000,000, plus an additional amount of \$2,000,000 with interest at the rate of 25% per annum, registered at the RPMRR under number 21-0009364-0001;
- 22.6 Conventional hypothec without delivery in favour of Fiera Private Debt Fund VI LP in the amount of \$10,000,000, plus an additional amount of \$2,000,000 the whole with interest at the rate of 25% per annum, registered at the RPMRR under number 21-0013432-0001;
- 22.7 Conventional hypothec without delivery in favour of The Toronto-Dominion Bank - 41601C in the amount of \$8,400,000 registered at the RPMRR under number 21-0998588-0001;

- 22.8 Conventional hypothec without delivery in favour of Investissement Québec in the amount of \$488,800, plus an additional amount of \$97,760 registered at the RPMRR under number 21-1135504-0001;
 - 22.9 Conventional hypothec without delivery in favour of Investissement Québec in the amount of \$488,800, plus an additional amount of \$97,760 registered at the RPMRR under number 21-1135504-0002;
 - 22.10 Conventional hypothec without delivery in favour of Investissement Québec in the amount of \$488,800, plus an additional amount of \$97,760 registered at the RPMRR under number 21-1135504-0003;
 - 22.11 Conventional hypothec without delivery in favour of Investissement Québec in the amount of \$488,800, plus an additional amount of \$97,760 registered at the RPMRR under number 21-1135504-0004;
 - 22.12 Conventional hypothec without delivery in favour of Maynbridge Capital Inc. in the amount of \$6,000,000 including an additional hypothec of \$1,000,000 with an interest at the rate of 25 % per annum, registered at the RPMRR under number 24-0475610-0001;
 - 22.13 Rights resulting from a Lease in favour of Location De Camions Eureka Inc. registered at the RPMRR under number 22-0601235-0011;
 - 22.14 Guarantee given under Section 427 of the Bank Act by The Toronto-Dominion Bank registered under number 01321563.
- [23] **ORDERS** the Canadian Intellectual Property Office, upon presentation of the required form with a true copy of this Order and the Certificate, to strike the following registrations in connection with the Purchased Asset in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations:
- 23.1 Guarantee in favour of Fiera Private Debt Fund V LP and Fiera Private Debt Fund VI LP registered at the Canadian Intellectual Property Office under File No. 1717344.

NET PROCEEDS

- [24] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be remitted to the Trustee and shall be distributed in accordance with applicable legislation and the previous Orders of this Court.
- [25] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, all Encumbrances except for the Permitted Encumbrances shall attach to the Net Proceeds 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.

PROTECTION OF PERSONAL INFORMATION

- [26] **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 Vendor and the Trustee are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees, including personal information of the Transferred Employees (as defined in the Purchase Agreement). 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.

VALIDITY OF THE TRANSACTION

- [27] **ORDERS** that notwithstanding:
- (i) the pendency of these proceedings;
 - (ii) any application for a bankruptcy order now or hereafter issued pursuant to the BIA, any order issued pursuant to any such application and/or any assignment in bankruptcy by any of the Debtors; 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 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 Vendor, the Purchaser or the Trustee.

LIMITATION OF LIABILITY

- [28] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets, including within the meaning of environmental legislation, the whole pursuant to the terms of the BIA.
- [29] **DECLARES** that without limiting any other protections afforded to the Trustee under the BIA or any order of this Court, no action lies against the Trustee by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Trustee or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

GENERAL

- [30] **ORDERS** that the Purchaser and the Trustee shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.
- [31] **ORDERS** that exhibit R-54 to the Motion and the annexes of the Report be kept confidential and under seal until further order of this Court.
- [32] **ORDERS** that the Purchase Agreement (R-53) be kept confidential and under seal until the earlier of a) the closing of the Transaction; or b) further order of this Court.

- [33] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [34] **DECLARES** that the Purchaser or the Trustee shall be authorized to apply as they 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 Trustee 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 Trustee as may be deemed necessary or appropriate for that purpose;
- [35] **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;
- [36] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

THE WHOLE WITHOUT COSTS.



JANET MICHELIN, J.S.C.

SCHEDULE "A"

DRAFT CERTIFICATE OF THE [RECEIVER/ TRUSTEE/MONITOR]

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
Commercial Division

No: 500-11-064117-241
(500-11-064118-249)

IN THE MATTER OF THE NOTICES OF
INTENTION TO MAKE A PROPOSAL OF:

A&D PRÉVOST INC.

ADP FAÇADES INC.

Debtors

-and-

DELOITTE RESTRUCTURING INC

Trustee

CERTIFICATE OF THE TRUSTEE

RECITALS:

WHEREAS on May 17, 2024, A&D Prevost Inc. and ADP Façades Inc. (the "**Debtors**") filed Notices of Intention to make a proposal pursuant to Article 50.4(1) BIA;

WHEREAS pursuant to the terms of the Notices of Intention, Deloitte Restructuring Inc. (the "**Trustee**") was named Trustees of the Debtors;

WHEREAS on October 11, 2024, the Court issued an Approval and Vesting order (the "**Order**") thereby, *inter alia*, authorizing and approving the execution by A. & D. Prévost Inc. (the "**Vendor**") of an agreement entitled *Asset Purchase Agreement* (the "**Purchase Agreement**") by and between the Vendor, 1638650 Canada Inc. (the "**Purchaser**") as purchaser, a copy of which was filed in the Court record, and all of the transactions contemplated therein (collectively, the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Trustee.

WHEREAS the Order contemplates the issuance of this Certificate of the Trustee once (a) the Purchase Agreement has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE TRUSTEES CERTIFIES THAT IT HAS BEEN ADVISED BY THE VENDOR AND THE PURCHASER AS TO THE FOLLOWING:

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Purchase Price payable upon the closing of the Transaction and any applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Trustees at ____ [TIME] on ____ [DATE].

Deloitte Restructuring Inc., in its capacity as Trustee of the Debtors, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "B"
ASSIGNED AGREEMENTS

PIÈCE R-50

A&D Prévost inc.

Assumed contracts details

Contract counterparty	Contract number/reference (if available)	Description
Copicom inc.	121749	Contrat de location - Imprimantes (3) et photocopieur Taskalfa
Copicom inc.	N/A	Contrat de service 66 mois daté du 5 avril 2023
Croix Bleue Medavie	90124A	Régime d'assurance collective
Croix Bleue Medavie	90124	Programme d'aide aux employés et leur famille
Intact Assurance	674-6371A	Police assurance automobiles
La Souveraine, Compagnie d'assurance générale	S4002161977	Police assurance responsabilité civile
TSW Mangement Services inc.	P2401104	Police assurance responsabilité civile complémentaire
Intact Assurance	142-1750	Police assurance biens et bâtiments
Strategic Underwriting Managers	ENV-02154-012	Police assurance responsabilité civile - incidents de pollution
First Insurance of Canada Funding	901-6451090	Premium finance agreement
Banque de Nouvelle-Écosse	65163324:2004	Contrat de vente à tempérament Chevrole Silverado 2020
Xerox Financial Service Canada ULC	251050	Licences financing agreement
Xerox Financial Service Canada ULC	6712	Licences and maintenance financing agreement
Adobe	07CEC373E566C6059B3A	Licence Adobe annuelle
Attrix Technologies	N/A	Service télématique
Autodesk	N/A	Licences Autocad
Bluebeam	00352394/00444034/00444260	Licences Bluebeam
Druide informatique	369891	Programme de maintenance Antidote
Microsoft	V9958025	Volume licensing

SCHEDULE "C"
PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means the following encumbrances:

- (a) Right under a lease in favour of Xerox Financial Services Canada Ltd registered at the RPMRR under number 22-0810576-0003;
- (a) Reservation of ownership in favour of La Banque de Nouvelle-Écosse registered at the RPMRR under number 23-0421114-0001.