

CANADA		PROCÈS-VERBAL D'AUDIENCE		COUR SUPÉRIEURE	
PROVINCE DE QUÉBEC		PRATIQUE		Chambre commerciale	
DISTRICT DE MONTRÉAL		Référée de 16.10	Salle d'audience: 16.04	Date : Le 31 juillet 2024	
No :	500-11-064117-241				
Juge : L'HONORABLE JANET MICHELIN, J.C.S.					Code : JM3073

Débitrices
Avocat(e) (s)

A&D PRÉVOST INC. et ADP FAÇADES INC.	Présentes	Me Hubert Sibre Me Elise Malenfant MILLER THOMSON SENCRL / LLP hsibre@millerthomson.com	Présents
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Syndic
Avocat(e)(s)

RESTRUCTURATION DELOITTE INC.	Présente	Me Noah Zucker NORTON ROSE FULBRIGHT CANADA S.E.N.C.R.L., s.r.l. noah.zucker@nortonrosefulbright.com	Présent
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Préteur temporaire

FIERA FP BUSINESS FINANCING FUND	Présente	Me Luc Béliveau FASKEN MARTINEAU LLP lbeliveau@fasken.com	Présent
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Mises en Cause
Me Luc Béliveau

FASKEN MARTINEAU LLP
lbeliveau@fasken.com

Présent

FIERA PRIVATE DEBT FUND V LP
agissant par son unique commandité FIERA
PRIVATE DEBT FUND GP INC.

et

FIERA PRIVATE DEBT FUND VI LP
agissant par son unique commandité FIERA
PRIVATE DEBT FUND GP INC.

Présentes

et

BANQUE TORONTO DOMINION
et

Me Michael Schacter

KAUFMAN AVOCATS S.E.N.C.R.L.
mschacter@klcanada.com
Pour Banque Toronto Dominion

Teams

INVESTISSEMENT QUÉBEC

Me Di Lena Valerie

Gowling WLG (Canada) S.E.N.C.R.L., s.r.l.
genevieve.cloutier@gowlingwlg.com
Pour Investissement Québec

Teams

et

FAAN ADVISORS GROUP INC.

FAAN ADVISORS GROUP INC.
Non-représentée

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LES MACHINERIES HAFFNER INC. Et	Absente	Me Aaron Tiger TIGER BANON INC. atiger@tigerbanon.com Pour les machineries Haffener Inc.	Absent
HAFFNER MAKINA SANAYI VE TICARET ANTONIM SIRKETI et	Absente	Non-représentée	
REVENU QUÉBEC et	Absente	Me Vincenzo Carrozza REVENU QUÉBEC /DIRECTION PRINCIPALE DU CONTENTIEUX vincenzo.carrozza@revenuquebec.ca	Absent
REVENU CANADA	Teams	Me Jonathan Bachir-Legault Ministère de la Justice Canada jonathan.bachir-legault@justice.gc.ca	Teams

Nature de la cause Proposition

Montant : 0,00\$

Cote(s)	Requête (s)
Non-coté	Requête pour une deuxième prolongation du délai pour le dépôt de la proposition, de mise en œuvre d'un Kerp/Keip et autres mesures de redressement

Greffier Junior Richemond	Interprète _____	Sténographe _____
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ENREGISTREMENT NUMÉRIQUE

Audition AM :	Début	Fin	Audition PM :	Début 14 h 03	Fin 15 h 12
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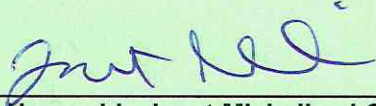
Affaires référées au maître des rôles	Résultat de l'audition Projet d'ordonnance signé par le Tribunal
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HEURE

14 h 03	Ouverture de l'audience et Appel de la cause Identification des parties
14 h 05	Échanges entre le Tribunal et Me Sibre sur la gestion du dossier
14 h 06	Le Tribunal note l'absence de la mise en cause, Haffner Makina Sanayi Ve Ticaret Antonim Sirketi , bien qu'elle ait été dûment notifiée à la suite de l'émission d'une ordonnance de signification par mode spécial en date du 25 juillet 2024.
	PREUVES DU SYNDIC
14 h 09	Preuve du Syndic /Témoign français : M. Éric Vincent

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1190, avenue des Canadiens
Montréal QC
Assermenté

14 h 09	Le Troisième rapport du syndic en date du 26 juillet 2024 est produit comme la pièce R-43
14 h 10	Interrogatoire de Me Zucker
14 h 19	Le Tribunal questionne le témoin
14 h 28	Me Zucker se réfère aux pièces P-32 et R-33 lors de son interrogatoire
14 h 38	Fin de l'interrogatoire de Me Zucker
14 h 39	Les représentations de Me Sibre
14 h 41	Le Tribunal questionne Me Sibre
14 h 46	Me Sibre se réfère aux pièces R-32 et R-33
14 h 47	Échanges entre le Tribunal et Me Sibre
14 h 49	<u>DÉCISION DU TRIBUNAL</u> VU les représentations des parties ainsi que le témoignage de M. Vincent, représentant du syndic; VU l'absence de contestation des parties; LE TRIBUNAL : SIGNE le projet d'ordonnance soumis par les débitrices avec des motifs à suivre; REMET l'audition de toutes questions qui concernent les mises en causes Haffner Canada et Haffner Turquie au 2 août 2024 à 14 h dans la salle 16.04; LE TOUT sans frais de justice.  Honorable Janet Michelin, J.C.S.
14 h 50	Les représentations de Me Béliveau
14 h 51	Échanges de part et d'autre
15 h 12	FIN DE L'AUDIENCE
	 Junior Richemond, g.C.S.

CANADA

PROVINCE OF QUEBEC

DISTRICT OF MONTRÉAL

SUPERIOR COURT

Commercial Division

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

Montreal, July 31, 2024

Present: The Honourable Janet Michelin , J.S.C..

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

A&D PRÉVOST Inc. (“Prévost”)

And

ADP FAÇADES INC. (“Façades”)

Prévost and Façades are the **Debtors**

And

RESTRUCTURATION DELOITTE INC.

Trustee

FIERA FP BUSINESS FINANCING FUND
Interim Lender

And

FIERA PRIVATE DEBT FUND V LP

And

FIERA PRIVATE DEBT FUND VI LP

And

BANQUE TORONTO DOMINION

TD

And

INVESTISSEMENT QUÉBEC

And

FAAN ADVISORS GROUP INC.

And

LES MACHINERIES HAFFNER INC.

And

**HAFFNER MAKINA SANAYI VE TICARET
ANTONIM SIRKETI**

Mises en cause

ORDER

ON READING the Debtors' petition entitled *Requête pour une deuxième prolongation du délai pour le dépôt de la proposition, de mise en oeuvre d'un KERP/KEIP et autres mesures de redressement* pursuant to the *Bankruptcy and Insolvency Act* ("BIA"), and its supporting exhibits (the "**Third Petition**"), the third report of the Trustee dated July 26, 2024 and its relying upon the submissions of counsel and being advised that the interested parties, including the Secured Creditors, who are likely to be affected by the charges created herein were given prior notice of the presentation of the Third Petition;

GIVEN that on May 17, 2024, the Debtors filed Notices of intention to make a proposal pursuant to Article 50.4(1) BIA;

GIVEN that on May 21, 2024, the Debtors filed a petition entitled *Requête pour (i) l'émission d'une ordonnance de consolidation procédurale, (ii) l'approbation d'un financement intérimaire, (iii) la nomination d'un chef de la restructuration (CRO), (iv) l'approbation d'un processus de sollicitation d'investissement et de vente, et (v) autres mesures de redressement* (the "**Initial Petition**");

GIVEN that the Initial Petition was granted on May 23, 2024, by this Court which issued an order to that effect (the "**Initial Order**");

GIVEN that on June 12, 2024, the Debtors filed a petition entitled *Requête pour la Prolongation du délai pour le dépôt de la proposition et autres mesures de redressement (amendée)* (the "**Second Petition**");

GIVEN that the Second Petition was granted on June 14, 2024, by this Court which issued an

order to that effect (the “**Second Order**”);

GIVEN the provisions of the BIA;

WHEREFORE, THE COURT:

1. **GRANTS** the Third Petition.
2. **DECLARES** that sufficient prior notice of the presentation of the Third Petition has been given by the Debtors to the interested parties.
3. **ORDERS** that any prior delay for the presentation of the Third Petition is hereby abridged and validated so that the Third Petition is properly returnable today and hereby dispenses with further service thereof.
4. **PERMITS** service of this order (the “**Third Order**”) at any time and place and by any means whatsoever.
5. **GRANTS** an extension of the delay to file a proposal with the official receiver for a period of forty-four (44) days, namely until September 13, 2024.
6. **AMENDS** the Initial Order as follows :

Key Employee Retention Plan

- 35.1 **APPROVES** the Key Employee Retention Plan (“**KERP**”) pursuant to the terms outlined in the confidential annexe communicated under seal as Exhibit R-32 (the “KERP Terms”).
- 35.2 **DECLARES** that the KERP will be paid to KERP participants pursuant to the KERP Terms on the earlier of : (i) October 30, 2024, or (ii) closing of a going concern transaction pursuant to the SISP, or (iii) the bankruptcy of the Debtors, (the “KERP Date of Payment”).
- 35.3 **DECLARES** that no payments will be made to any KERP participant pursuant to the KERP Terms unless said KERP participant continues to be employed by the Debtors at the KERP Date of Payment and carries out their duties in good faith and with diligence until such date.

- 35.4 **AUTHORIZES and DIRECTS** the Debtors to implement the KERP and to take such steps and execute such documentation as may be necessary or incidental thereto, the whole in accordance with the KERP Terms.
- 35.5 **DECLARES** that, as security for the payments contemplated under the KERP, the KERP participants identified in Exhibit R-32, shall hereby be granted a charge and a security solely on the A&D Prévost Inc. Property, up to an aggregate amount of \$150,000 (the "KERP Charge"). The KERP Charge shall have the priority established by the Order including paragraphs 36, 37 and 38.

Key Employee Incentive Program

- 35.6 **APPROVES** the Key Employee Incentive Program ("**KEIP**") pursuant to the terms outlined in the confidential annexe communicated under seal as Exhibit R-33 (the "KEIP Terms").
- 35.7 **DECLARES** that a first sum of \$50,000 will be paid to the KEIP participants pursuant to the KEIP Terms (the "KEIP Phase 1"), at the time of the distribution to the Secured Creditors of the net proceeds from a going concern transaction pursuant to the SISP, prior to an allocation of proceeds amongst the Secured Creditors.
- 35.8 **DECLARES** that a second sum of \$200,000 will be paid to the KEIP participants pursuant to the KEIP Terms (the "**KEIP Phase 2**"), at the time of the distribution to the Secured Creditors of the net proceeds from a going concern transaction pursuant to the SISP and only if the Secured Creditors are reimbursed in full of their secured debts.
- 35.9 **DECLARES** that to the extent that net proceeds from a going concern transaction pursuant to the SISP are insufficient to reimburse the Secured Creditors in full of their secured debt and fund the maximum amount of the KEIP Phase 2, the KEIP Phase 2 will be reduced proportionally amongst the KEIP participants to provide for full reimbursement to the Secured Creditors.
- 35.10 **DECLARES** that no payments under the KEIP Phase 1 or the KEIP Phase 2 will be made to any KEIP participant pursuant to the KEIP Terms unless

said KEIP participant continues to be employed by the Debtors at the date of payment and carries out their duties in good faith and with diligence until such date.

- 35.11 **AUTHORIZES** and **DIRECTS** the Debtors to implement the KEIP and to take such steps and execute such documentation as may be necessary or incidental thereto, the whole in accordance with the KEIP Terms and the conditions described above.

Priorities of the BIA Charges

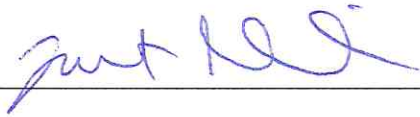
- 36 **DECLARES** that with respect to the accounts receivable and inventory of Prévost (the "**Specific Collateral**"), the priorities of the Administration Charge, the KERP Charge and the Interim Lender Charge (collectively, the "**BIA Charges**"), and any valid security held by TD on the Specific Collateral (the "**TD Security**"), as between them, shall be as follows:
- (a) first, Administration Charge;
 - (b) second, the KERP Charge;
 - (c) third, the TD Security;
 - (d) fourth, the Interim Lender Charge;
- 37 **DECLARES** that for all Property other than the Specific Collateral, the priorities of the BIA Charges shall be as follows:
- (a) first, Administration Charge;
 - (b) second, the KERP charge
 - (c) third, the Interim Lender Charge.
- 38 **DECLARES** that subject to the above, each of the BIA Charges shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, deemed trust, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances. For sake of clarity:

- (a) the Interim Lender Charge shall rank prior to any and all valid security held by the Fiera Group and IQ with respect to all Property (respectively, the "**Fiera Security**" and the "**IQ Security**"); and
- (b) the Administration Charge shall rank prior to the Interim Lender Charge, the KERP Charge, the TD Security, the Fiera Security and the IQ Security with respect to all Property.
- (c) The KERP Charge shall rank prior to the Interim Lender Charge, the TD Security, the Fiera Security and the IQ Security with respect solely on the A&D Prévost Inc. Property.

7. **AMENDS** the Initial Order as follows :

- 44.1 **ORDERS** that Exhibits R-32, R-33, and the annexes of the third trustee's Report dated July 26, 2024 filed in support of the Third Petition, be kept confidential and under seal until further order of this Court.

8. **ORDERS** the provisional execution of this Order notwithstanding any appeal.



The Honourable JANET MICHELIN, J.S.C.