

No.: 500-11-049142-157
Dossier No: 41-2016258

DANS L'AFFAIRE DE L'AVIS
D'INTENTION DE FAIRE UNE
PROPOSITION DE:

INDUSTRIES COVER INC.

Débitrice/Requérante

-et-

DELOITTE RESTRUCTURING INC.

Syndic

**REQUÊTE POUR AUTORISATION DE VENDRE CERTAINS ACTIFS PURGÉS DE
TOUTE CHARGE, SÛRETÉ OU RESTRICTION
(Articles 65.13 et 66 de la *Loi sur la Faillite et l'Insolvabilité*)**

1. Jusqu'à récemment, la Débitrice oeuvrait dans le domaine de la fabrication et production d'unités de verre scellé (thermos) vendues aux manufacturiers de portes et fenêtres;
2. Le 17 avril 2015, suite à une crise de liquidités, la Débitrice fut forcée de mettre à pied plus d'une centaine de ses employés encore actifs et toutes ses opérations furent interrompues;
3. Le 16 juillet 2015, la Débitrice a déposé un Avis d'intention de faire une proposition sous la *Loi sur la Faillite et l'Insolvabilité* et Deloitte Restructuring Inc. (« Deloitte ») fut nommée syndic à la proposition;
4. Au cours du mois de juin 2015, la Débitrice, avec l'assistance de Deloitte, a initié un processus de vente de ses actifs qui culmina par la vente de la presque totalité de ses actifs, suite à des ordonnances émises par cette Cour les 13 août et 26 août 2015, le tout tel qu'il appert au dossier de la Cour;
5. Le 17 septembre 2015, puisqu'il était opportun que la Débitrice puisse connaître et juger du quantum des réclamations non liquidées avant que ne soit rédigée une proposition concordataire, le syndic et la Débitrice ont demandé à la Cour que soit autorisé un processus d'identification et d'évaluation des réclamations afin que tous les créanciers soient amenés à déposer leur preuve de réclamation avant le dépôt d'une proposition et le vote sur celle-ci;


6. Le même jour, la Cour accueille donc la requête de la Débitrice et rendit une « *Order establishing a claims process* », prévoyant entre autres le dépôt de preuves de réclamation au plus tard le 30 octobre 2015;
7. Le 24 septembre 2015, le délai pour permettre à la Débitrice de déposer une proposition fut prorogé au 11 novembre 2015, le tout tel qu'il appert au dossier de la Cour;
8. Entretemps, le processus de vente des actifs résiduels s'est poursuivi et la Débitrice maintient qu'elle désire être autorisée à vendre sa participation dans le capital-actions de Vitrierie Novy Glass Ltd. (« **Novy Glass** »), située à Shippagan au Nouveau-Brunswick;
9. Considérant que le processus de vente a généré un intérêt très limité pour les actions de Novy Glass, et après analyse de Deloitte, tant Deloitte que la Débitrice sont d'avis que la vente des actions de Novy Glass à André Degrace et Maurice Gauvin, co-actionnaires de Novy Glass, est la meilleure transaction dans les circonstances;
10. Le prix de vente offert est juste et raisonnable et supérieur à toute considération qui pourrait être obtenue dans un contexte de faillite;
11. La Débitrice dépose au soutien des présentes sous la cote **R-1** une copie du « *Share Purchase Agreement* » qu'elle désire faire autoriser par la Cour;
12. La clôture de la vente est conditionnelle à l'obtention d'une ordonnance prévoyant que les biens sont vendus purgés de toute charge, sûreté ou restriction.

PAR CES MOTIFS, PLAISE À LA COUR :

ACCUEILLIR la présente requête selon les conclusions recherchées au projet d'ordonnance ci-joint;

LE TOUT, sans frais.

MONTREAL, le 5 octobre 2015


STIKEMAN ELLIOTT S.E.N.C.R.L., s.r.l.
Procureurs de la Débitrice/Requérante
INDUSTRIES COVER INC.

AFFIDAVIT

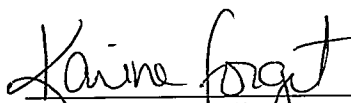
Je, soussigné, Jean-Christophe Hamel, ayant une place d'affaires au 1190, avenue des Canadiens-de-Montréal, Suite 500, dans les cité et district de Montréal, Province de Québec, H3B 0M7, affirme solennellement ce qui suit :

1. Je suis un Directeur principal de Deloitte Restructuring Inc.;
2. Tous les faits allégués dans la présente *Requête pour autorisation de vendre certains actifs purgés de toute charge, sûreté ou restriction* sont vrais.

ET J'AI SIGNÉ:


Jean-Christophe Hamel

Affirmé solennellement devant moi
à Montréal ce 5 octobre 2015


Commissaire à l'assermentation pour
la province de Québec



AVIS DE PRÉSENTATION

PRENEZ AVIS que la présente *Requête pour autorisation de vendre certains actifs purgés de toute charge, sûreté ou restriction* sera présentée pour adjudication devant l'un des Honorables Juges de la Cour supérieure, siégeant en division de pratique dans et pour le District de Montréal, au Palais de Justice de Montréal, 1, rue Notre-Dame Est, le 8 octobre 2015, à 8h45, en salle 16.10.

VEUILLEZ AGIR EN CONSÉQUENCE.

MONTRÉAL, le 5 octobre 2015

Stikeman Elliott S.E.N.C.R.L., s.r.l.
STIKEMAN ELLIOTT S.E.N.C.R.L., s.r.l.
Procureurs de la Débitrice/Requérante
INDUSTRIES COVER INC.

SHARE PURCHASE AGREEMENT

Share Purchase Agreement dated September 24, 2015 (the "Agreement") between Industries Cover Inc. (the "Vendor"), André Degrace and Maurice Gauvin (collectively, the "Purchasers").

RECITALS

- (a) The Vendor is the registered and beneficial owner of 600 common shares and of Vitrierie Novy Glass Ltee (the "Corporation").
(b) The Vendor wishes to sell and the Purchasers wish to respectively purchase 300 common shares of the Corporation (collectively, the "Purchased Shares") from the Vendor, upon the terms and conditions contained in this Agreement.
(c) After the signature of the Agreement, the Vendor will apply for an approval and vesting order from the Superior Court of Quebec to approve the Agreement and the vesting in and to the Purchasers of all right, title and interest of the Vendor in the Purchased Shares (the "Approval and Vesting Order"), free and clear of and from any and all encumbrances, charges or liens.
(d) The Parties intend to close the transaction contemplated by the Agreement upon receipt of the Approval and Vesting Order.

In consideration of the above and for other good and valuable consideration, the parties agree as follows.

Section 1 Purchase and Sale.

Effective as of the Closing Date (as defined below), the Vendor hereby sells, assigns and transfers the Purchased Shares to the Purchasers and the Purchasers hereby purchase the Purchased Shares from the Vendor.

Section 2 Purchase Price.

The purchase price payable by the Purchasers to the Vendor for the Purchased Shares (the "Purchase Price") shall be satisfied by the payment by Purchasers of an aggregate amount of \$10,000 by wire transfer of immediately available funds to the trust account of Stikeman Elliott LLP ("Stikeman"), in escrow on behalf of the Vendor, which Purchase Price has already been paid to and received by Stikeman.

Section 3 Vendor's Representations and Warranties.

The Vendor represents and warrants as follows to the Purchasers at the date of this Agreement and as of the Closing Date and acknowledges and confirms that the Purchasers are relying upon such representations and warranties in connection with the purchase of the Purchased Shares:

[Handwritten signature]

- (a) **Incorporation and Qualification.** The Vendor is a corporation incorporated and existing under the laws of Québec and has the corporate power to enter into and perform its obligations under this Agreement;
- (b) **Corporate Authority.** The execution and delivery of and performance by the Vendor of this Agreement have been authorized by all necessary corporate action on the part of the Vendor. Subject to obtaining the Approval and Vesting Order, the transfer of the Purchased Shares to the Purchasers has been authorized by all necessary corporate action on the part of the Corporation;
- (c) **Authorizations.** Subject to obtaining the Approval and Vesting Order, there is no requirement on the part of the Vendor or the Corporation to make any filing with or give any notice to any governmental entity or body, or obtain any order, permit, approval, waiver, license or similar authorization or to obtain any other approval or consent, in connection with the completion of the transactions contemplated by this Agreement, except for filings and notifications required by applicable securities laws;
- (d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding agreement of the Vendor enforceable against it in accordance with its terms subject only to (a) as of the date hereof, any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction and (b) as of the Closing Date, the Approval and Vesting Order;
- (e) **Title to Purchased Shares.** The Purchased Shares are owned by the Vendor as the registered and beneficial owner with a good title, free and clear of all liens, charges, pledges, security interests and other encumbrances other than those restrictions on transfer, if any, contained in the articles of the Corporation. Upon completion of the transaction contemplated by this Agreement and the issuance of the Approval and Vesting Order, the Purchasers will have good and valid title to the Purchased Shares, free and clear of all liens, charges, pledges, security interests and other encumbrances other than those restrictions on transfer, if any, contained in the articles of the Corporation;
- (f) **Residence.** The Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
- (g) The Corporation is a "private issuer" as that term is defined in section 2.4(1) of National Instrument 45-106.

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Section 4 As Is, Where Is.

The Purchasers expressly acknowledge that except for the limited representations and warranties contained in Section 3, the Purchasers hereby agree to purchase the Purchased Shares on an "as is, where is" basis, and the Vendor makes no further or other representations, warranties or assurances, expressed or implied, concerning the Purchased Shares, the Corporation or its business, prospects, employees, customers, operations or liabilities.

Section 5 Purchasers' Representations and Warranties.

The Purchasers represent and warrant as follows to the Vendor at the date of this Agreement and as of the Closing Date and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Shares:

- (a) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchasers and constitutes a legal, valid and binding agreement of the Purchasers enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (b) **Required Consents.** There is no requirement to obtain any consent, approval or waiver of a party under any contract to which each of the Purchasers is a party for the completion of any of the transactions contemplated by this Agreement.
- (c) **Investment Canada Act.** Each of the Purchasers is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada); and
- (d) **Securities Laws.** The Purchasers are acquiring the Purchased Shares as principal and not as agent and is acquiring the Purchased Shares for investment purposes only and not with a view to resale or distribution. Each of the Purchasers is a purchaser described in Section 2.4 (private issuer) of Regulation 45-106 respecting Prospectus and Registration Exemptions.

Section 6 Conditions for the Benefit of Both Parties

The purchase and sale of the Purchased Shares is subject to the receipt of the Approval and Vesting Order.

Section 7 Closing

The Parties agree to close the transaction (the "Closing") contemplated by the Agreement as soon as possible, but in any event within two business days following receipt of the Approval and Vesting Order (the "Closing Date").

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Section 8 Deliveries.

- (1) **Deliveries to the Purchasers.** At the Closing, the Vendor shall deliver the following to the Purchasers:
 - (a) A copy of the Approval and Vesting Order;
 - (b) Actual possession of the share certificates representing the Purchased Shares, duly endorsed for transfer to the Purchasers.

- (2) **Deliveries to the Vendor.** Upon Closing, the Purchasers shall deliver the following to the Vendor:
 - (a) A resolution of the directors of the Corporation approving the transfer of the Purchased Shares from the Vendor to the Purchasers;
 - (b) A resolution of the shareholders of the Corporation approving the transfer of the Purchased Shares from the Vendor to the Purchasers.

Section 9 Time of the Essence.

Time is of the essence in this Agreement.

Section 10 Enurement.

This Agreement becomes effective when executed by the Vendor and the Purchasers. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors heirs, executors, administrators, legal representatives and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement, including any right to payment, may be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

Section 11 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 12 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial

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exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

Section 13 Further Assurances.

Each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

Section 14 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 15 Governing Law.

This Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein.

Section 16 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

Signature page follows

A handwritten signature in black ink, consisting of stylized, overlapping letters and flourishes, located in the bottom right corner of the page.

The parties have executed this Agreement.

INDUSTRIES COVER INC.

By: _____

Name: Dave Kuta

Title: Chief Restructuring Officer



ANDRÉ DEGRACE




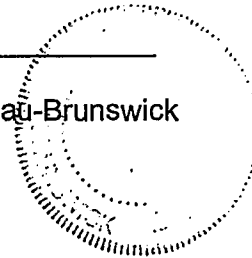
MAURICE GAUVIN

PROVINCE DU NOUVEAU-BRUNSWICK
COMTÉ DE GLOUCESTER

JE soussigné, Bertin Thériault Avocat-Notaire dûment assermenté, pour la province du Nouveau-Brunswick, résidant à Pointer-Brulée comté de Gloucester et exerçant le droit à Shippagan, comté de Gloucester et province du Nouveau-Brunswick, CERTIFIE PAR LES PRÉSENTES que le 24 ième jour de septembre de 2015, **André DeGrâce et Maurice Gauvin** ont comparu devant moi à Shippagan, comté de Gloucester et province du Nouveau-Brunswick, et qu'ils ont alors reconnu avoir signé, scellé et remis ledit document volontairement et librement pour les fins y énoncés.

EN FOI DE QUOI, je soussigné, Notaire ai apposé ma signature et mon sceau de Notaire aux présentes à Shippagan, comté de Gloucester et province du Nouveau-Brunswick, le 24 ième jour de septembre 2015.


Bertin Thériault,
Avocat-Notaire, Nouveau-Brunswick



SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL
No. 500-11-049142-157
DATE: October 8, 2015

PRESIDING :

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

INDUSTRIES COVER INC.

Debtor/Petitioner

-and-

DELOITTE RESTRUCTURING INC.

Trustee

ORDER

ON READING Industries Cover Inc. (the "**Petitioner**")'s *Requête pour autorisation de vendre certains actifs purgés de toute charge, sûreté ou restriction* pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**"), the exhibit and the affidavit of Jean-Christophe Hamel filed in support thereof (the "**Motion**") and relying upon the submissions of counsel appearing before the Court for the presentation of the Motion;

GIVEN the provisions of the BIA;

WHEREFORE, THE COURT:

1. **GRANTS** the Motion.

SALE APPROVAL

2. **ORDERS** and **DECLARES** that the sale of Petitioner's shares in Vitrierie Novy Glass Ltd. (the "**Shares**") to André Degrace and Maurice Gauvin (the "**Purchasers**") (the "**Sale**") is hereby approved, that the execution of the Share Purchase Agreement (Exhibit R-1) by Petitioner, as vendor, is hereby authorized and approved, with such non-material changes thereto as may be agreed to but only with the consent of Deloitte Restructuring

Inc., in its capacity as trustee to the *Notice of Intention to Make a Proposal* filed by Petitioner pursuant to the BIA (the "Trustee").

EXECUTION OF DOCUMENTATION

3. **AUTHORIZES** Petitioner, the Trustee and the Purchasers to perform all acts, sign all documents and take any necessary action to execute any document, deed, provision, transaction or undertaking stipulated in the Share Purchase Agreement and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

4. **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by Petitioner to proceed with the Sale and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED SHARES

5. **ORDERS** and **DECLARES** that upon the execution of the Share Purchase Agreement by Petitioner and payment of the purchase price, all rights, title and interest in and to the Shares shall vest absolutely and exclusively in and with the Purchasers, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, adverse claims, levies, 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 charges, security interests or charges evidenced by registration, publication or filing pursuant to the Civil Code of Québec, or any other applicable legislation providing for a security interest in movable or immovable property; and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Shares be expunged and discharged as against the Shares, in each case effective as of the closing of the Sale.
6. **DECLARES** that the Purchasers shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.

PROCEEDS

7. **ORDERS** that the proceeds from the Sale of the Shares (the "**Proceeds**") shall be remitted to Petitioner's attorneys and shall be used in accordance with applicable legislation.

VALIDITY OF THE SALE

8. **ORDERS** that notwithstanding:
 - (i) The pendency of these proceedings;

- (ii) Any petition for a receiving order now or hereafter issued pursuant to 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 Shares contemplated in this Order, as well as the execution of the Share 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 Petitioner, the Purchasers or the Trustee.

LIMITATION OF LIABILITY

- 9. **DECLARES** that, subject to other orders of the Court, nothing herein contained shall require the Trustee to take control all or any part of the Shares. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Shares.
- 10. **DECLARES** that 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.

GENERAL

- 11. **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- 12. **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS.
