SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

Nº: 500-11-058116-209

DATE: May 21, 2020

PRESIDING : THE HONOURABLE LOUIS J. GOUIN, J.S.C.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED ("CCAA"):

SPECTRA PREMIUM INDUSTRIES INC.
-and-
SPECTRA PREMIUM HOLDINGS (USA) CORP.
-and-
SPECTRA PREMIUM (USA) CORP.
-and-
SPECTRA PREMIUM PROPERTIES (USA) CORP.
-and-
SPECTRA PREMIUM TAIWAN CO. LTD.
-and-
SPECTRA PREMIUM (SHANGHAI) AUTOMOTIVE TECHNICAL SERVICES CO. LTD.
-and-
SPECTRA PREMIUM (CHONGQING) AUTOMOTIVE SERVICES CO. LTD.

Petitioners

-and-
ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER (TRICO GROUP)

[1] **ON READING** the Petitioners' *Motion for the Issuance of an Approval and Vesting Order* (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Report of the Monitor dated May 19, 2020 (the "**Report**");

[2] **SEEING** the service of the Motion;

[3] **SEEING** the submissions of Petitioners' attorneys and the submissions of the Monitor;

[4] **SEEING** that it is appropriate to issue an order approving the transactions contemplated by the following agreements (collectively, the "**Transaction**") :

a) An Asset Purchase Agreement (the "**Interco APA**") by and between Spectra Premium Industries inc. ("**Spectra Canada**") as vendor and Petitioner Spectra Premium (USA) Corp. ("**Spectra US**") as purchaser, copy of which was filed as Exhibit R-5 to the Motion; and

b) An Asset Purchase Agreement (the "**APA**") by and between Spectra US as vendor and Trico Group LLC as purchaser (the "**Purchaser**"), copy of which was filed as Exhibit R-4 to the Motion;

[5] **SEEING** that the objective of the Transaction is for the Purchaser to acquire from the Petitioners the purchased assets described in the APA (the "**Purchased Assets**");

[6] **SEEING** that the Purchaser will take possession of the Purchased Assets over a period of maximum six months and that the APA provides that the Purchaser will make payments in advance for each portion of the Purchased Assets before taking possession of same (each of these payments being a "**Payment**"); and

[7] **SEEING** the absence of any contestation;

WHEREFORE THE COURT:

[8] **GRANTS** the Motion.

SERVICE

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

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

SALE APPROVAL

[11] **ORDERS** and **DECLARES** that the Transaction is hereby approved, and the execution of the Interco APA and of the APA are hereby authorized and approved, with such non-material alterations and amendments thereto as may be agreed to but only with the consent of the Monitor.

EXECUTION OF DOCUMENTATION

[12] **AUTHORIZES** Spectra Canada and Spectra US 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 Interco APA and in the APA and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

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

VESTING OF PURCHASED ASSETS

[14] **ORDERS** and **DECLARES** that upon the receipt by the Petitioners of a Payment and delivery to the Purchaser of the corresponding portion of the Purchased Assets (the "**Delivery**"), all rights, title and interest in and to the portion of the Purchased Assets corresponding to said Payment and Delivery shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, 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, and for greater certainty, **ORDERS** that upon the occurrence of a Payment and Delivery, all of the Encumbrances affecting or relating to the Purchased Assets be cancelled and discharged as against the Purchased Assets corresponding to said Payment.

PROCEEDS

[15] **ORDERS** that the proceeds from the sale of the Purchased Assets shall be injected in the Petitioners working capital and be used in the normal course of business.

VALIDITY OF THE TRANSACTION

[16] **ORDERS** that notwithstanding:

(i) the pendency of these proceedings;

(ii) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and any order issued pursuant to any such petition, 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 Internal APA and the APA pursuant to this Order, are to be binding on any trustee in bankruptcy, interim receiver or receiver 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, article 1631 and following of the *Civil Code of Québec* or any other applicable federal or provincial legislation, as against the Petitioners, and shall not constitute conduct meriting an oppression remedy under any applicable statute.

LIMITATION OF LIABILITY

[17] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.

[18] **DECLARES** that no action lies against the Monitor 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 Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.

GENERAL

[19] **ORDERS** that the Spectra Canada or Spectra US as vendor, the Purchaser or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.

[20] **ORDERS** that the Letter of Intent (Exhibit R-3), the Interco APA (Exhibit R-5) and the APA (Exhibit R-4) be kept confidential and under seal until further order of this Court.

[21] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

[22] **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.

[23] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

[24] **THE WHOLE WITHOUT COSTS.**

Louis Joseph Gouin

Signature numérique de Louis Joseph Gouin
Date : 2020.05.21 08:44:54 -04'00'

LOUIS J. GOUIN, J.S.C.

Me Jean Legault
Me Jonathan Warin
LAVERY, DE BILLY, L.L.P.
Attorneys for Petitioners