This is the 3rd affidavit of Sai Chu in this case and was made on September 15, 2020.

No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985 c. C-36, AS AMENDED

-AND-

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF URTHECAST CORP., URTHECAST INTERNATIONAL CORP., URTHECAST USA INC, 1185729 B.C. LTD. AND THOSE OTHER PETITIONERS SET OUT ON THE ATTACHED SCHEDULE "A"

PETITIONERS

AFFIDAVIT

I, Sai Chu, of Suite 33, 1055 Canada Place, in the City of Vancouver, in the Province of British Columbia, AFFIRM THAT:

1. I am the Chief Financial Officer of Urthecast Corp. ("**UrtheCast**") and as such I have personal knowledge of the facts and matters to which I depose in this affidavit, except where stated to be based on information and belief, and where so stated, I verily believe them to be true.

2. I make this Affidavit (my "**Affidavit #3**") supplementary to my Affidavit #1 and my Affidavit #2. Capitalized terms used in my Affidavit #3 that are not otherwise defined herein shall bear the meanings given in my Affidavit #1.

3. As advised in my Affidavit #2, the Petitioners have been able to secure USD $1,000,000 in interim financing, subject to Court approval, further to the August 2020 Term Loan entered into on August 27, 2020 with 1262743 B.C. Ltd. (the "**DIP Lender**"). Attached hereto and marked as **Exhibit "A"** is a true copy of the DIP Commitment Letter.

4. I swear this Affidavit in support of the Petitioners restructuring efforts and for no improper purpose.

AFFIRMED BEFORE ME at Vancouver, British Columbia, on September 15, 2020.	)	
A Commissioner for taking affidavits for British Columbia	)	**SAI CHU**

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"Schedule "A"
<u>List of Petitioners</u>

1185729 B.C. Ltd.
1185781 B.C. Ltd.
Deimos Imaging S.L.U.
DOT Imaging S.L.U.
Geosys Australia PTY
Geosys do Brasil Sistemas de Informacao Agricolas Ltda.
Geosys Europe Sarl
Geosys Holding, ULC (was Geosys Technology Holding LLC)
Geosys-Int'l, Inc.
Geosys S.A.S.
UrtheCast International Corp.
UrtheCast Corp.
UrtheCast Holdings (Malta) Limited
UrtheCast Imaging S.L.U.
UrtheCast Investments (Malta) Limited
UrtheCast USA Inc.
UrtheDaily Corp.

This is **Exhibit "A"** referred to in the Affidavit of Sai Chu affirmed before me at Vancouver on this 15th day of September 2020.

A Commissioner for taking Affidavits within British Columbia

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DIP COMMITMENT LETTER

Dated as of September 10, 2020

WHEREAS the Borrowers (as defined below) have requested that the DIP Lender (as defined below) provide financing to fund certain of the Borrowers' obligations during the pendency of the Borrowers' proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") in the Supreme Court of British Columbia (the "**Court**") Vancouver Registry Action No. VLC-S-S208894 and in accordance with the terms and conditions set out herein;

WHEREAS to provide the Borrowers with sufficient proceeds to continue operations and to commence the CCAA Proceedings, the DIP Lender previously advanced the amount of USD $500,100 (the "**August 2020 Loan Amount**") to 1185781 B.C. Ltd. pursuant to a Secured Term Note dated August 27, 2020 (the "**August 2020 Loan**");

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of such consideration is hereby acknowledged), agree as follows:

DEFINITIONS:	Capitalized terms not otherwise defined herein shall have the following meanings: "**Administration Charge**" shall have the meaning ascribed to such term in the ARIO but in no event shall the amount secured by such charge exceed $500,000, except with the written consent of the DIP Lender; "**Business Day**" means each day other than a Saturday or Sunday or a statutory or civic holiday in Vancouver, British Columbia; "**Default**" means an event which, with the giving notice and/or lapse of time would constitute an Event of Default (as defined herein); "**DIP Fees and Expenses**" means all reasonable and documented fees, including the Commitment Fee, disbursements, out-of-pocket expenses incurred by the DIP Lender (including reasonable and documented legal, consulting, advisor and other professional fees and expenses, on a full indemnity basis), in connection with the CCAA Proceedings (including preparation for and attendance at the CCAA Court), due diligence, negotiation and documenting of this DIP Commitment Letter, the DIP Facility Documentation and all related documentation, the on-going monitoring and administration of each of the DIP Facility and the DIP Facility Documentation, and the enforcement of the DIP Priority Charge and DIP Security Documents.

	"**DIP Obligations**" means all obligations of the Borrowers to the DIP Lender (or any affiliate of the DIP Lender), under or in connection with this DIP Commitment Letter or the other DIP Facility Documentation, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrowers to the DIP Lender in any currency or remaining unpaid by the Borrowers to the DIP Lender under or in connection with this DIP Commitment Letter or the other DIP Facility Documentation whether arising from dealings between the DIP Lender (or any affiliate of the DIP Lender) and the Borrowers or from any other dealings or proceedings by which the DIP Lender (or any affiliate of the DIP Lender), or any of them, may be or become in any manner whatever a creditor of the Borrowers pursuant to this DIP Commitment Letter or the other DIP Facility Documentation, and wherever incurred, and whether incurred by the Borrowers alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses relating thereto (including, without limitation, all DIP Fees and Expenses). "**Monitor**" means Ernst & Young, Inc., in its capacity as Monitor of the Borrowers.
DIP BORROWERS:	UrtheCast Corp., UrtheCast International Corp., UrtheCast USA Inc., 1185729 B.C. Ltd. and those other CCAA Petitioners set out on the attached Schedule "A" (together, the "**Borrowers**").
DIP LENDER:	1262743 B.C. Ltd. (referred to herein as the "**DIP Lender**")
PURPOSE:	The proceeds of the DIP Advance (as defined below) shall be used for the purpose of refinancing the August 2020 Loan and to repay the August 2020 Loan Amount, and shall further be used solely for the purposes set forth in the Cash Flow Projections (as defined below) and other DIP Lender approved materials including, without limitation: (i) for ordinary course working capital and other general corporate purposes of the Borrowers in accordance with, and subject to the limitations set forth in, the Cash Flow Projections, the ARIO (as defined below) or any other order granted by the Court in the CCAA Proceedings, and (ii) to pay transaction costs, fees and expenses (including professional fees and fees and expenses owing to the DIP Lender pursuant to the terms of this DIP Commitment Letter or other DIP Facility Documentation (as defined below)) incurred in connection with the DIP Facility (as defined below), the CCAA Proceedings and the transactions contemplated thereunder.

DIP FACILITY, MAXIMUM AMOUNT AND COMMITMENTS:	A super-priority (debtor-in-possession) term credit facility (the "**DIP Facility**") up to a principal amount of USD $1,000,000 (the "**Maximum Commitment**"), all subject to the terms and conditions contained herein. The DIP Lender will advance the full USD $1,000,000 in one tranche (the "**DIP Advance**").
MATURITY DATE:	All amounts owing to the DIP Lender under the DIP Facility shall be due and payable in full on the <u>earliest</u> of the occurrence of any of the following (such earliest date being the "**Maturity Date**"): (i) the date on which the DIP Lender demands repayment of the DIP Facility after the occurrence of an Event of Default (as defined below); (ii) the implementation of a plan of compromise or arrangement within the CCAA Proceedings, which has been approved by the requisite majorities of the Borrowers' respective creditors, by an order made by the Court, and by the DIP Lender; and (iii) November 30, 2020, or such other later date as may be communicated in writing by the DIP Lender at its sole and unfettered discretion. The commitment in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding and any interest, fees and costs owing under or in connection with the DIP Facility shall be repaid in full by no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the obligations hereunder are due and payable. The DIP Obligations under this DIP Commitment Letter and the obligations under any other DIP Facility Documentation shall not be fully and finally discharged, and the DIP Priority Charge shall not be released, until all DIP Obligations have been satisfied in full.
INTEREST RATE:	Interest shall accrue daily on the outstanding amount of the DIP Facility from time to time at a rate of 18% per annum (the "**Interest Rate**"). Interest shall be calculated daily at the Interest Rate and for the actual number of days elapsed in the period during which it accrues based on a year of 365 days, and shall be calculated and be payable quarterly on the first Business Day of each fiscal quarter of the Borrower, 1185781 B.C. Ltd. in US dollars when not in default, and when in default shall be compounded quarterly and payable on demand. For purposes of disclosure pursuant to the *Interest Act* (Canada), the annual rates of interest or fees to which the rates of interest or fees provided in this DIP Commitment Letter and the other DIP Facility Documentation (and stated herein or therein, as applicable, to be computed on the basis of a 360 day year or any

	other period of time less than a calendar year) are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 360 or such other period of time, respectively. If any provision of this DIP Commitment Letter or any of the DIP Facility Documentation would obligate the Borrowers to make any payment to the DIP Lender of an amount that constitutes "interest", as such term is defined in the *Criminal Code* (Canada) and referred to in this section as "Criminal Code interest", during any one-year period after the date of the first DIP Advance in an amount or calculated at a rate which would result in the receipt by the DIP Lender of Criminal Code interest at a criminal rate (as defined in the *Criminal Code* (Canada) and referred to in this section as a "criminal rate"), then, notwithstanding such provision, that amount or rate during such one-year period shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not result in the receipt by the DIP Lender during such one-year period of Criminal Code interest at a criminal rate, and the adjustment shall be effected, to the extent necessary, by reducing any fees and other amounts (if any) required to be paid to the DIP Lender during such one-year period which would constitute Criminal Code interest.
PAYMENTS:	Subject to the terms herein, the Borrowers may prepay in full, but not in part, without notice or penalty all amounts outstanding under the DIP Facility at any time prior to the Maturity Date. Unless the DIP Lender agrees otherwise, mandatory prepayments of outstanding DIP Advances and other DIP Obligations shall be required to be made by the Borrowers in an amount equal to: (i) 100% of the net sale proceeds from sales of the Collateral (if any); and (ii) 100% of insurance proceeds and expropriation proceeds (if any) in respect of the Collateral (if any).
APPLICATION OF PAYMENTS:	All payments or prepayments on account of the DIP Facility shall be made by the Borrowers to the DIP Lender in accordance with the terms herein, and such amounts shall be applied and/or allocated by the DIP Lender to the Borrowers' indebtedness to the DIP Lender in its sole discretion, which allocation shall be provided by the DIP Lender to the Borrowers and the Monitor on request.
DIP SECURITY:	All obligations of the Borrowers under or in connection with the DIP Facility and this DIP Commitment Letter and any other definitive security or other documents, agreements, registrations, financing statements and instruments in respect of the DIP

	Facility (collectively, the "**DIP Facility Documentation**") shall, subject to the provisions of this DIP Commitment Letter, be secured by a first-ranking super priority charge (the "**DIP Priority Charge**") in and a lien and security interest in all of the now owned or hereafter acquired assets, properties and undertakings (collectively, the "**Collateral**") of each of the Borrowers, real and personal, tangible or intangible (the "**DIP Security**"), subordinate only to the Administration Charge. For the avoidance of doubt, the Borrowers hereby mortgage and charge to the DIP Lender, and grant to the DIP Lender a security interest in, and the DIP Lender takes a security interest in, all of the Borrowers' right, title and interest in and to the Collateral which security interest is and shall be a general and continuing security for payment, performance and satisfaction of each and every obligation, indebtedness and liability of the Borrowers to the DIP Lender (including interest thereon), arising pursuant to or in connection with the DIP Facility, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, including all future advances and re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Borrowers be bound alone or with another or others and whether as principal or surety and such security interest shall be part of the DIP Security. The Borrowers waive all rights to receive from the DIP Lender a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of the DIP Facility.
DIP ADVANCES UNDER THE DIP FACILITY:	The Borrowers may request the DIP Advance by providing notice to the DIP Lender before 9:00 a.m. Pacific Time on the second Business Day prior to the date that the DIP Advance is to be made. The DIP Advance shall be conditional upon the satisfaction of the Conditions Precedent (as defined below). The DIP Advance shall be a draw term loan and may not be re-borrowed once repaid.
CONDITIONS PRECEDENT TO DIP ADVANCES:	The DIP Lender's agreement to make the DIP Advance is subject to satisfaction of the following conditions precedent, as determined by the DIP Lender in its sole discretion (the "**Conditions Precedent**"): 1. the Borrowers' application materials in connection with their application or an Amended and Restated Initial Order (**"ARIO"** which for greater certainty shall include

	the DIP Order, as defined below), substantially in the form attached hereto as **Schedule "B"**, shall be satisfactory to the DIP Lender and such application shall be made on or before September 14, 2020 (the date on which the application is actually made being the "**Application Date**"); 2. the Court shall have issued the ARIO, which must be satisfactory to the DIP Lender, and which ARIO shall not have been amended, restated or modified without the consent of the DIP Lender; 3. the Court shall have issued and entered an order within three calendar days of the Application Date, in form and substance satisfactory to the DIP Lender, approving this DIP Commitment Letter and the DIP Facility, granting the DIP Priority Charge on the Collateral of the Borrowers securing all obligations owing by the Borrowers to the DIP Lender hereunder including, without limitation, all principal, interest and DIP Lender's fees and expenses (the "**DIP Order**") and such order shall not have been amended, restated or modified without the consent of the DIP Lender. Without limiting the foregoing, the DIP Order shall provide that the DIP Priority Charge shall have priority over all liens, charges, mortgages, encumbrances, hypothecs, and security interests of every kind and nature whatsoever granted by the Borrowers or against the Collateral of the Borrowers (collectively, "**Liens**") in form and substance satisfactory to the DIP Lender subject in priority only to the Administration Charge on the Collateral of the Borrowers; 4. the DIP Facility Documentation shall be satisfactory to the DIP Lender in its sole and absolute discretion and shall have been executed by the Borrowers, as applicable, and the DIP Lender; 5. the DIP Lender shall have received and approved an initial 13 week cash flow projection prepared by the Borrowers with the assistance of the Monitor reflecting the Borrowers' projected cash requirements, the projected receivables and the projected disbursements of the Borrowers, in each case calculated on a weekly basis, in form and substance, and containing such details as shall be, satisfactory to and approved by the DIP Lender; 6. following the DIP Advance, the DIP Lender shall have received and approved updated Cash Flow Projections

	every four weeks, on a 13 week rolling basis, which approval will be granted provided that the Cash Flow Projections are not inconsistent with the previous Cash Flow Projections provided to the DIP Lender; 7. the DIP Lender shall be satisfied that the Borrowers have complied with and are continuing to comply in all material respects with all applicable laws, regulations and policies in relation to their business; 8. the DIP Lender continues to be satisfied that there are no Liens ranking ahead of the DIP Security, except as provided for herein; 9. the DIP Lender shall have received from the Borrowers a drawdown certificate (the "**Drawdown Certificate**") requesting the DIP Advance, with such drawdown certificate to be in substantially the form attached hereto as **Schedule "C"** and executed by an authorized officer of the Borrower, UrtheCast Corp.; 10. all reasonable legal fees and expenses owing to legal counsel to the DIP Lender, in relation to this DIP Facility and evidenced by invoice shall have been paid in accordance with such invoice or shall be paid to the DIP Lender for remittance to its legal counsel from the proceeds of the requested DIP Advance; 11. all DIP Fees and Expenses shall have been paid to the DIP Lender or will be paid from the proceeds of the requested DIP Advance; 12. the Borrowers agree that for as long as any amounts are owing under this DIP Facility, the Borrowers shall not terminate any of Don Osborne, Sai Chu, Wade Larson, David Gebhardt, George Tyc, Peter Duggan, Neil Allyn or Christopher Rampersad without cause, without the approval of the DIP Lender; 13. the Borrowers agree that for as long as any amounts are owing under this DIP Facility, the DIP Lender will be entitled to appoint one nominee to act as an observer at meetings of the board of directors of the borrower, UrtheCast Corp; 14. the Borrowers shall be in compliance with all covenants hereunder; 15. all representations and warranties contained in this DIP Commitment Letter or the DIP Facility Documentation

	shall remain true and correct in all material respects as of the date of each DIP Advance request and the date of the issuance of each DIP Advance, except that the accuracy of representations and warranties that by their terms speak as of a specified date will be determined as of such date; 16. no Default or Event of Default shall have occurred and be continuing or would result from the making of any requested DIP Advance; 17. the DIP Lender shall have received all "know your client", anti-money laundering and related information reasonably requested by it in respect of the Borrowers; 18. the DIP Lender shall have received all reasonably required officer certificates and resolutions reasonably requested in connection with this DIP Commitment Letter and the DIP Facility Documentation; and 19. for greater certainty, the DIP Lender shall not be obligated to the DIP Advance unless and until all of the foregoing conditions have been satisfied at the time the DIP Advance is to be made.
REPRESENTATIONS AND WARRANTIES:	Each of the Borrowers hereby represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this DIP Commitment Letter and the other DIP Facility Documentation, and subject to the ARIO and the DIP Order, that: 1. the transactions contemplated by this DIP Commitment Letter and other DIP Facility Documentation, including the DIP Security: (a) are within the powers of the respective Borrowers; (b) have been duly authorized by all necessary corporate approval; (c) have been duly executed and delivered by or on behalf of the Borrowers; (d) upon the granting of the DIP Order, constitute legal, valid and binding obligations of the Borrowers, enforceable in accordance with their terms; (e) upon the granting of the DIP Order, do not require the consent or approval of, registration or filing with, or any other action by, any governmental

	authority, other than filings that may be made to register or otherwise record the DIP Security; (f) will not violate the charter documents or by-laws of each of the Borrowers or any applicable law relating to the Borrowers; 2. the business operations of the Borrowers have been and will continue to be conducted in material compliance with all laws of each jurisdiction in which business has been or is carried on; 3. each Borrower has obtained and maintains all licenses and permits, if any, required for the operation of its business, if any, which licenses and permits remain in full force and effect and no proceedings have been commenced or threatened to revoke or amend any such licenses or permits; 4. no Borrower maintains a pension plan; 5. each Borrower has filed all tax returns and paid all taxes owing for all prior fiscal periods, except taxes that are being contested in good faith by appropriate proceedings and for which adequate cash reserves are being maintained; 6. each Borrower maintains and shall continue to maintain adequate insurance coverage, of such type, in such amounts and against such risks as is prudent for a business of its nature with reputable insurers and contain coverage and scope acceptable to the DIP Lender; 7. each Borrower has maintained its obligations for payroll, source deductions, retail sales tax, and Goods and Services Tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations; 8. all of the third-party lenders to the Borrowers and all contractual arrangements with such parties have been disclosed by the Borrowers to the DIP Lender; 9. other than as stayed pursuant to the ARIO, the Borrowers are not aware of any now pending or, to the knowledge of any of the senior officers or directors of any Borrower, threatened against any Borrower, nor has any Borrower received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body, which would be

	reasonably likely to result in, individually or in the aggregate, a Material Adverse Change; and 10. no Default or Event of Default has occurred and is continuing.
AFFIRMATIVE COVENANTS:	Each of the Borrowers hereby covenants and agrees to, and the DIP Order shall: 1. allow the DIP Lender full access to the books and records of the Borrowers and cause management thereof to fully co-operate with the DIP Lender; 2. promptly keep the DIP Lender apprised on a timely basis of all material developments with respect to the business and affairs of the Borrowers and the CCAA Proceedings; 3. deliver to the DIP Lender the reporting and other information from time to time reasonably requested by the DIP Lender and as set out herein (including, without limitation, the Cash Flow Projections and summaries of sales and accounts receivable and any information pertaining to Borrowers and the reporting obligations required herein) at the times requested, or set out herein, as applicable, and in form and substance satisfactory to the DIP Lender; 4. use the proceeds of the DIP Facility only for the purposes described herein in a manner consistent with the restrictions set out herein and the Cash Flow Projections; 5. comply with the provisions of the Court orders made in connection with the CCAA Proceedings (collectively, the "**Restructuring Court Orders**" and each a "**Restructuring Court Order**"); provided that if any such Restructuring Court Order contravenes this DIP Commitment Letter or the DIP Facility Documentation in a manner detrimental to the DIP Lender, the same shall be an Event of Default hereunder; 6. preserve, renew and keep in full force its corporate existence and its existing licenses, if any, which are material to the operation of the Borrowers' business and any licences it obtains in the future which are material to the operation of the Borrowers' business; 7. maintain at all times adequate insurance coverage of such type, in such amounts and against such risks as

	is prudent for a business of its nature with reputable insurers in coverage and scope acceptable to the DIP Lender; 8. cause the DIP Lender, within a reasonable time following the Application Date, to be listed as the loss payee and additional insured on the insurance policies of the Borrowers; 9. conduct all activities in accordance with the Cash Flow Projections previously approved by the DIP Lender and the Monitor and the credit limits established under the DIP Facility as set out hereunder; 10. duly and punctually pay or cause to be paid to the DIP Lender all principal, interest, fees and other amounts payable by it under this DIP Commitment Letter or under any other DIP Facility Documentation on the dates, at the places and in the amounts and manner set forth in such documents (including, without limitation, all DIP Fees and Expenses within five Business Days of receipt by the Borrower of a request for such payment from the DIP Lender); 11. forthwith notify the DIP Lender of the occurrence of any Default or Event of Default, or Material Adverse Change or of any event or circumstance that may constitute an adverse change from the Cash Flow Projections and any change or proposed change in any arrangement for the supply of goods and/or services to the Borrowers or a supplier's support for the Borrowers' restructuring; 12. comply in all material respects with all applicable laws, rules and regulations applicable to its business; 13. provide the DIP Lender draft copies of all motions, applications, proposed orders (including, without limitation, the draft ARIO, the DIP Order and any other Restructuring Court Orders) and Monitor Reports and any other materials or documents that any Borrower intends to file in the CCAA Proceedings at least one day prior to any such filing or, where it is not practically possible to do so within such time, as soon as possible; 14. take all actions necessary or available to defend the ARIO, the DIP Order and any Restructuring Court Order from any appeal, reversal, modifications,

	amendment, stay or vacating not expressly consented to in advance by the DIP Lender; 15. execute and deliver loan and collateral security documentation (including any guarantees in respect of the indebtedness, obligations and liabilities of the Borrowers arising under, or in connection with, the DIP Facility and the other DIP Facility Documentation) in a manner satisfactory in all respects to the DIP Lender, acting reasonably; and 16. promptly upon becoming aware, provide to the DIP Lender details of, (i) any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Borrower, by or before any court, tribunal, governmental entity or regulatory body, which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Change; and (ii) any existing (or threatened in writing) default or dispute with respect to any material contracts of any Borrower.
REPORTING REQUIREMENTS:	While any portion of the DIP Facility or any interest thereon remains outstanding, the Borrowers shall: (a) in conjunction with the Monitor, provide to the DIP Lender by no later than 2:00 p.m. Pacific Time on the Wednesday that is the last Business Day of the applicable month, a weekly variance report including a description of and reason for any variance from Cash Flow Projections to the actual cash flows, receivables and disbursements for such prior week; and (b) in conjunction with the Monitor, provide to the DIP Lender an updated, rolling 13 week, Cash Flow Projections every four weeks following delivery of the initial Cash Flow Projections;
NEGATIVE COVENANTS:	Each of the Borrowers agrees not to do the following other than with the prior written consent of the DIP Lender, which consent shall not be unreasonably withheld: 1. allow the transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking over $100,000 at any one time or through a series of related transactions, or more than $1,000,000 in the aggregate, excluding transfers, leases and dispositions (a) in the ordinary course of business and (b) in accordance with the Sale and Investment Solicitation Process described in the ARIO;

	2. make any payments outside the ordinary course of business, subject always to the ARIO and the Cash Flow Projections; 3. make any payments on account of bonuses or new retainers (other than payments in respect of amounts subject to the Administration Charge) or establish or create any trust accounts; 4. permit any new Liens to exist on any of its properties or assets other than the Administration Charge and Liens in favour of the DIP Lender as contemplated by this DIP Commitment Letter and other DIP Facility Documentation; 5. create or permit to exist any other claim, administrative or otherwise, which is senior to or *pari passu* with the super priority claims of the DIP Lender, other than as provided in the Administration Charge; 6. amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity; 7. establish any defined benefit pension plan; 8. other than as permitted by the Restructuring Court Orders and the Cash Flow Projections, make any payments of bonuses of any kind whatsoever to any directors, officers or employees of the Borrowers; 9. make (i) any distribution, dividend, return of capital or other distribution in respect of equity securities (in cash, securities or other property or otherwise) to any Borrower or affiliate of any Borrower or otherwise; or (ii) a retirement, redemption, purchase or repayment of other acquisition of equity securities or indebtedness (including any payment of principal, interest, fees or any other payments thereon) to any Borrower or affiliate of any Borrower; or (iii) any other payments, loans or transfers any affiliate of any Borrower which is not subject to the ARIO, in each case other than with the prior consent of the DIP Lender or as permitted under the Cash Flow Projections, the ARIO or further Order of the Court; 10. cease (or threaten to cease) to carry on their business or activities as they are currently being conducted or change their operations or business practices without the prior approval of the DIP Lender and in accordance with the ARIO;

	11. seek, or consent to the appointment of, a receiver or trustee in bankruptcy without the prior consent of the DIP Lender.
INDEMNITY:	Each of the Borrowers agrees to indemnify and hold harmless, the DIP Lender and its affiliates and officers, directors, employees, representatives, advisors, consultants, solicitors, agents and affiliates (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquires), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever which may be incurred by or asserted against any of the Indemnified Persons as a result of, in connection with, or in any way related to credit having been extended, suspended or terminated under the DIP Facility, the proposed or actual use of proceeds of the DIP Facility, this DIP Commitment Letter, the CCAA Proceedings, any bankruptcy or insolvency proceedings, or the DIP Facility Documentation and upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other out of pocket fees and expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including, without limitation, any inquiry or investigation) or claim (whether or not such Indemnified Person is a party to such action or proceeding out of which such expenses arise. Notwithstanding the foregoing, the Borrowers shall have no obligation to indemnify any Indemnified Person against any such loss, liability cost or expense (x) to the extent they are found by a final judgment of a court of competent jurisdiction to arise from the gross negligence, bad faith or willful misconduct of such Indemnified Person or (y) to the extent arising from any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of the Borrowers. The DIP Lender shall not be responsible or liable to the Borrowers or any other person for consequential or punitive damages.
EVENTS OF DEFAULT:	The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Commitment Letter: 1. the entry of an order (i) dismissing the CCAA Proceedings or lifting the stay in the CCAA Proceedings to permit the enforcement of any security against any Borrower or the Collateral, the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of any Borrower, (ii) granting any other claim super priority status or a lien

	equal or superior to that granted to the DIP Lender other than the Administration Charge, or (iii) staying, reversing, vacating or otherwise modifying this DIP Commitment Letter or the DIP Facility Documentation, any Court Order (including the ARIO and the DIP Priority Charge) or the entry of an order by the Court having the equivalent effect, without the prior written consent of the DIP Lender; 2. the ARIO is vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to the DIP Lender (in its sole and absolute discretion); 3. failure of the Borrowers to pay (i) interest, fees or other amounts (including, without limitation, DIP Fees and Expenses) when due under this DIP Commitment Letter or any other DIP Facility Documentation, or (ii) principal when due under the DIP Facility; 4. failure of the Borrowers to perform or comply with any term, covenant or negative covenant in this DIP Commitment Letter or any other DIP Facility Documentation; 5. either of the Borrowers ceases (or threatens to) to carry on business in the ordinary course, except where such cessation occurs in connection with a sale of all or substantially all of the assets of the Borrowers or other restructuring or reorganization of the Borrowers, which has been consented to by the DIP Lender and approved by the Court; 6. any action or event after the date hereof (other than the issuance of the ARIO and DIP Order) has occurred which has resulted in, or may result in, a change, condition, event or occurrence, which, when considered individually or together with all other changes, conditions, events or occurrences, could reasonably be expected to have a material adverse effect (or series of adverse effects, none of which is material in and of itself but which, cumulatively, result in a material adverse effect) on: (i) the condition (financial or otherwise), business, performance, prospects beyond the period covered by the Cash Flow Projections, operation or property of any Borrower (including, a material adverse qualification (other than a 'going concern' qualification) to any of the financial statements of any Borrower; a material adverse misstatement of the financial

	statements; or if after the date of this DIP Commitment Letter, it is determined by any Borrower, its auditors or accountants, that a restatement of any Borrowers' financial statement is or is likely to be necessary or there is a material adverse restatement of any Borrowers' financial statements; (ii) the ability of any Borrower to carry on its business as presently conducted; (iii) the ability of any Borrower to timely and fully perform any of its obligations under this DIP Commitment Letter or any other DIP Facility Documentation, or any Court Order; (iv) the Collateral; (v) the validity or enforceability of this DIP Commitment Letter or any DIP Facility Documentation, or the rights and remedies of the DIP Lender under this DIP Commitment Letter or any such DIP Facility Documentation; or (vi) the material degradation in the performance of the receivables of the Borrowers (any one of the above circumstances being a "**Material Adverse Change**"); 7. unless consented to by the DIP Lender, the expiry without further extension of the stay of proceedings provided for in the ARIO; 8. the Cash Flow Projection is not acceptable to the DIP Lender, acting reasonably, and is not remedied to the satisfaction of the DIP Lender within five calendar days of such request; 9. the filing by any Borrower of any motion or proceeding which (i) is not consistent with any provision of this DIP Commitment Letter, the DIP Facility Documentation or the DIP Priority Charge, in a manner that is materially adverse to the interests of the DIP Lender; (ii) could reasonably be expected to materially adversely affect the interests of the DIP Lender; (iii) seeks an order which, if granted, could reasonably be expected to result in a Material Adverse Change, or (iv) seeks to continue the CCAA Proceedings under the jurisdiction of a court other than the Court, unless in the case of any of the foregoing, the DIP Lender has consented thereto in writing; 10. an order of the Court is made that results in any third party lender receiving from a Borrower any of the following (i) any retention payment or other type of payment (in cash or otherwise); (ii) any assignment of accounts receivable or any swap of cash for accounts receivable or other property; or (iii) other property or any other amount transferred to a third party lender for its benefit;

	11. the making by any Borrower of a payment of any kind not permitted by the ARIO, this DIP Commitment Letter, the DIP Facility Documentation or the Cash Flow Projections without the prior consent of the DIP Lender acting reasonably or order of the Court; 12. except as stayed by order of the Court, a default under, revocation or cancellation of, any material contract, licence or permit, which has or could reasonably be expected to result in a Material Adverse Change; 13. the suspension, cancellation, termination or revocation of any licence in any province or territory in which the Borrowers operate which is material to the operations of the Borrowers' business; 14. the denial or repudiation by any Borrower of the legality, validity, binding nature or enforceability of this DIP Commitment Letter, any DIP Facility Documentation or any other document or certificate delivered pursuant to the terms hereof or thereof; 15. any change to the composition of the board of directors or officers of any Borrower that is not acceptable to the DIP Lender acting reasonably or approved by the Court; and 16. any representation or warranty made by the Borrowers shall prove to have been incorrect or misleading in any material respect when made.
REMEDIES:	Upon the occurrence of an Event of Default, the DIP Lender may, subject to the ARIO, elect to (i) terminate, or reduce, the Maximum Commitment, the DIP Lender's commitment to make the DIP Advance and (ii) accelerate all amounts outstanding under the DIP Facility. In addition, upon the occurrence of an Event of Default, the DIP Lender may, subject to the DIP Order: 1. declare the obligations in respect of the DIP Facility Documentation to be immediately due and payable; 2. apply to the Court (i) for the appointment of an interim receiver, a receiver or a receiver and manager of the undertaking, properties and assets of the Borrowers, (ii) for the appointment of a trustee in bankruptcy of the Borrowers or (iii) seek any other relief in its sole discretion; 3. exercise the powers and rights of a secured party under the *Personal Property Security Act* (BC) or any other

	legislation of similar effect applicable to the DIP Security; and 4. exercise all such other rights and remedies available to it under the DIP Facility Documentation and the Restructuring Court Orders or at law or equity. For greater certainty, the DIP Lender shall have customary remedies under the DIP Facility Documentation, including, but not limited to, the right to appoint a receiver by instrument and the right to realize on all or part of the DIP Security without the necessity of obtaining further relief or order from the Court, subject to applicable law.
DIP LENDER APPROVALS:	All consents of the DIP Lender hereunder shall be in writing. Any consent, approval, instruction or other expression of the DIP Lender to be delivered in writing may be delivered by any written instrument, including by way of electronic mail.
CURRENCY:	Unless otherwise stated all monetary dominations shall be in dollars of the United States of America.
TAXES:	All payments by the Borrowers under the DIP Facility Documentation to the DIP Lender, including any payments required to be made from and after the exercise of any remedies available to the DIP Lender upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively "**Taxes**"); provided, however, that if any Taxes are required by applicable law to be withheld ("**Withholding Taxes**") from any interest or other amount payable to the DIP Lender under any DIP Facility Documentation, the amount so payable to the DIP Lender shall be increased to the extent necessary to yield to the DIP Lender on a net basis after payment of all Withholding Taxes, the amount payable under such DIP Facility Documentation at the rate or in the amount specified in such DIP Facility Documentation and the Borrowers shall provide evidence satisfactory to the DIP Lender that the Taxes have been so withheld and remitted.
EVIDENCE OF INDEBTEDNESS:	The DIP Lender shall open and maintain accounts and records evidencing the DIP Advances. The DIP Lender's accounts and records constitute, in the absence of manifest error, *prima facie*

	evidence of the indebtedness of the Borrowers to the DIP Lender pursuant to the DIP Facility.
FURTHER ASSURANCES:	The Borrowers shall at their respective expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the DIP Lender may reasonably request for the purpose of giving effect to this DIP Commitment Letter, the DIP Security and the other DIP Facility Documentation, including for the purposes of perfecting, protecting and maintaining the Liens created by the DIP Security, establishing compliance with the representations, warranties, covenants, terms and conditions of this DIP Commitment Letter or any other DIP Facility Documentation.
ENTIRE AGREEMENT; CONFLICT:	This DIP Commitment Letter, including the schedules hereto and the DIP Facility Documentation, constitute the entire agreement between the parties relating to the subject matter hereof. To the extent that there is any inconsistency between this DIP Commitment Letter and any of the other DIP Facility Documentation, this DIP Commitment Letter shall govern. In the event of any inconsistency between any DIP Facility Documentation and a DIP Order, the DIP Order shall govern.
AMENDMENTS, WAIVERS, ETC.:	No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder or under any other DIP Facility Documentation will operate as a waiver hereof or thereof unless made in writing and signed by an authorized officer of the DIP Lender.
ASSIGNMENT:	Neither this DIP Commitment Letter nor any right and obligation hereunder may be assigned by the Borrowers without the prior written approval of the DIP Lender. The DIP Lender may assign its rights and obligations under this DIP Commitment Letter, in whole or in part, to any party without the prior written consent of the Borrowers (subject to providing the Monitor with reasonable evidence that such assignee has the financial capacity to fulfill the obligations of the DIP Lender hereunder and, if necessary, approval of the Court).
TIME IS OF THE ESSENCE:	Time is of the essence in this DIP Commitment Letter and the time for performance of the obligations of each Borrower may be strictly enforced by the DIP Lender.
SEVERABILITY:	Any provision in any DIP Facility Documentation which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions

	hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
COUNTERPARTS AND FACSIMILE SIGNATURES:	This DIP Commitment Letter may be executed in any number of counterparts and may be transmitted by facsimile or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this DIP Commitment Letter by signing any counterpart of it.
GOVERNING LAW AND JURISDICTION:	This DIP Commitment Letter shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties irrevocably submits to the exclusive jurisdiction of the Court, waives any objections on the ground of venue or forum *non conveniens* or any similar grounds, and consents to service of process by mail or in any other manner permitted by relevant law.
NOTICES	All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail to the addresses specified below. Any party hereto may change its address or electronic mail address for notices and other communications hereunder by notice to the other parties hereto. If to the Lender: 1262743 B.C. Ltd Attention: Scott Larson Email: slarson@intllaunch.com If to the Borrowers: UrtheCast Corp. Attention: Sai Chu, Chief Financial Officer Email: schu@urthecast.com with a copy to the Borrower's counsel: Bennett Jones LLP 666 Burrard Street, #2500 Vancouver, BC, V6C 2X8 Attention: David E. Gruber Email: gruberd@bennettjones.com

	and with a copy to the Monitor: Ernst & Young Inc. Attention: Mike Bell Email: mike.bell@ca.ey.com

[The remainder of this page is intentionally left blank.]

IN WITNESS HEREOF, the parties hereby execute this DIP Commitment Letter as at the date first above mentioned.

1262743 B.C. Ltd.

Per: ______________________________

Name: Scott Larson

Title: President

I have the authority to bind the corporation

UrtheCast Corp.

DocuSigned by:

Sai Chu

CEA792D37F72432...

Per:

Name: Sai Chu

Title: Chief Financial Officer

I have the authority to bind the corporation

1185729 B.C. Ltd.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

1185781 B.C. Ltd.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

Geosys-Int'l, Inc.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

Geosys Holding, ULC

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

Geosys S.A.S.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

Geosys Australia PTY

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

Geosys Brasil Sistemas de Informacao Agricolas Ltda.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

Geosys Europe SARL

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

UrtheCast USA Inc.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

UrtheCast International Corp.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

UrtheCast Holdings (Malta) Limited

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

UrtheCast Investments (Malta) Limited

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

UrtheCast Imaging S.L.U.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory

I have the authority to bind the corporation

Deimos Imaging S.L.U.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

DOT Imaging S.L.U.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

UrtheDaily Corp.

DocuSigned by:
Sai Chu
Per: CEA792D37F72432...
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

SCHEDULE "A"

List of Petitioners

1185729 B.C. Ltd.

1185781 B.C. Ltd.

Deimos Imaging S.L.U.

DOT Imaging S.L.U.

Geosys Australia PTY

Geosys do Brasil Sistemas de Informacao Agricolas Ltda.

Geosys Europe Sarl

Geosys Holding, ULC (was Geosys Technology Holding LLC)

Geosys-Int'l, Inc.

Geosys S.A.S.

UrtheCast International Corp.

UrtheCast Corp.

UrtheCast Holdings (Malta) Limited

UrtheCast Imaging S.L.U.

UrtheCast Investments (Malta) Limited

UrtheCast USA Inc.

UrtheDaily Corp.

SCHEDULE "B"

DRAFT ARIO

(See Attached)

No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

– AND –

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF URTHECAST CORP., URTHECAST INTERNATIONAL CORP., URTHECAST USA INC., 1185729 B.C. LTD. AND THOSE OTHER PETITIONERS SET OUT ON THE ATTACHED SCHEDULE "A"

ORDER MADE AFTER APPLICATION

(Amended and Restated Initial Order)

BEFORE THE HONOURABLE	)	
MADAM JUSTICE SHARMA	)	September 14, 2020
	)	

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 14th day of September, 2020; AND ON HEARING David E. Gruber and Alexandra Andrisoi, counsel for the Petitioners and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including the First Affidavit of Sai Chu sworn September 3, 2020 and the First Report of Ernst & Young, Inc. ("**EY**") in its capacity as Monitor; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. This Amended and Restated Initial Order amends and restates the Order (the "**Initial Order**") of this Court made in these proceedings on September 4, 2020 (the "**Order Date**").

SERVICE

2. The time for service of the Notice of Application dated September 11, 2020 herein be and is hereby abridged such that the Notice of Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

JURISDICTION

3. The Petitioners are companies to which the CCAA applies. For greater certainty, the companies set out in Schedule "A" to this Order shall enjoy the benefits of the protections provided herein, and shall be subject to the same restrictions hereunder.

PLAN OF ARRANGEMENT

4. The Petitioners shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. Subject to this Order and any further Order of this Court, the Petitioners shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), and continue to carry on their business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioners shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deems reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

6. THIS COURT ORDERS that the Petitioners shall be entitled to continue to utilize the cash management system currently in place as described in the Affidavit of Sai Chu sworn September 3, 2020 or replace it with another substantially similar cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Petitioners of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Petitioners, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. The Petitioners shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date:

(a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively "**Wages**"); and

(b) the fees and disbursements of any Assistants retained or employed by the Petitioners which are related to the Petitioners' restructuring, at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioners, whenever and wherever incurred, in respect of:

(i) these proceedings or any other similar proceedings in other jurisdictions in which the Petitioners or any subsidiaries or affiliated companies of the Petitioners are domiciled;

(ii) any litigation in which the Petitioners are named as a party or is otherwise involved, whether commenced before or after the Order Date; and

(iii) any related corporate matters.

8. Except as otherwise provided herein, the Petitioners shall be entitled to pay all expenses reasonably incurred by the Petitioners in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services, provided that any capital expenditure exceeding $75,000 shall be approved by the Monitor;

(b) all obligations incurred by the Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Petitioners' obligations incurred prior to the Order Date); and

(c) fees and disbursements of the kind referred to in paragraph 7(b) which may be incurred after the Order Date.

9. The Petitioners are authorized to remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Petitioners in connection with the sale of goods and services by the Petitioners, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.

10. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Petitioners shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated between the Petitioners and the landlord from time to time ("**Rent**"), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including Order Date shall also be paid.

11. Except as specifically permitted herein, the Petitioners are hereby directed, until further Order of this Court:

(a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Petitioners to any of their creditors as of the Order Date except as authorized by this Order;

(b) to make no payments in respect of any financing leases which create security interests;

(c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of their Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;

(d) to not grant credit except in the ordinary course of the Business only to their customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Petitioners to such customers as of the Order Date; and

(e) to not incur liabilities except in the ordinary course of Business.

12. Notwithstanding paragraph 11, the Petitioners are permitted, with the consent of the Monitor, to make regular payments under all mortgages granted by the Petitioners due and after the Order date.

RESTRUCTURING

13. Subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), the Petitioners shall have the right to:

(a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets and to dispose of redundant or non-material assets not exceeding $10,000.00 in any one transaction or $100,000.00 in the aggregate. If the disposition of assets exceeds these quantums, the Petitioners shall seek the approval of the Monitor, and if the Monitor deems appropriate, the approval of the Court for such dispositions;

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as it deems appropriate; and

(c) pursue all avenues of refinancing for their Business or Property, in whole or part;

all of the foregoing to permit the Petitioners to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. The Petitioners shall provide each of the relevant landlords with notice of the Petitioners' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Petitioners' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors who claim a security interest in the fixtures, such landlord and the Petitioners, or by further Order of this Court upon application by the Petitioners, the landlord or the applicable secured creditors on at least two (2) clear days' notice to the other parties. If a Petitioner disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Petitioners' claim to the fixtures in dispute.

15. If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Petitioners and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims the landlord may have against the Petitioners, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be entitled to notify the Petitioners of the basis on which it is taking possession and gain possession of and re-lease such leased premises to any third party or parties on such terms as the landlord considers

advisable, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

16. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the "**Relevant Enactment**"), the Petitioners, in the course of these proceedings, are permitted to, and hereby shall, disclose personal information of identifiable individuals in their possession or control to stakeholders, their advisors, prospective investors, financiers, buyers or strategic partners (collectively, "**Third Parties**"), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioners binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioners or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioner.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

17. Until and including October 2, 2020, or such later date as this Court may order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal (each, a "**Proceeding**") against or in respect of the Petitioners, or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of

the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

18. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Petitioners or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.

19. Nothing in this Order, including paragraphs 17 and 18, shall: (i) empower the Petitioners to carry on any business which the Petitioners are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioner.

NO INTERFERENCE WITH RIGHTS

20. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Petitioners, except with the written consent of the Petitioners and the Monitor or leave of this Court.

CONTINUATION OF SERVICES

21. During the Stay Period, all Persons having oral or written agreements with the Petitioners or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking

services, payroll services, insurance, transportation, services, utility or other services to the Business or the Petitioner, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Petitioners, and that the Petitioners shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Petitioners in accordance with normal payment practices of the Petitioners or such other practices as may be agreed upon by the supplier or service provider and the Petitioners and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Petitioners on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Petitioners with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioners whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Petitioners, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioners or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Petitioners that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall

be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

24. The Petitioners shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Petitioners after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. The directors and officers of the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $350,000, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 42 and 44 herein.

26. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Petitioners' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. EY is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioners with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioners and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Petitioners pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers

and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) assist the Petitioners in sourcing debtor-in-possession financing, and advising the Petitioners in relation thereto;

(b) monitor the Petitioners' receipts and disbursements;

(c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(d) advise the Petitioners in their preparation of the Petitioners' cash flow statements;

(e) advise the Petitioners in their development of the Plan and any amendments to the Plan;

(f) assist the Petitioner, to the extent required by the Petitioner, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioner, to the extent that is necessary to adequately assess the Petitioners' business and financial affairs or to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(i) implement a sales and investment solicitation process for the sale of the ISS Cameras (as defined in Affidavit #1 of Sai Chu, sworn September 3, 2020);

(j) perform such other duties or take any steps reasonably incidental to the exercise of any powers and obligations conferred upon the Monitor by this Order or any further order of the Court.

29. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

30. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the British Columbia *Environmental Management Act*, the British Columbia *Fish Protection Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. The Monitor shall provide any creditor of the Petitioners with information provided by the Petitioners in response to reasonable requests for information made in writing by such

creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Petitioners are confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Petitioners may agree.

32. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

33. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioners as part of the cost of these proceedings. The Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Petitioners on a periodic basis and, in addition, the Petitioners are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Petitioners, retainers in the amounts of $50,000 each to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

34. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

35. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $500,000, as security for their

respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Petitioners' restructuring. The Administration Charge shall have the priority set out in paragraphs 42 and 44 hereof.

INTERIM FINANCING

36. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility from 1262743 B.C. Ltd. (the "**Interim Lender**") in order to finance the continuation of the Business and preservation of the Property, provided that borrowings under such credit facility shall not exceed USD $1,000,000.00 unless permitted by further Order of this Court.

37. Such credit facility shall be on the terms and subject to the conditions set forth in a commitment letter between the Petitioners and the Interim Lender on terms to be approved by the Monitor (the "**Commitment Letter**").

38. The Petitioners are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Petitioners are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

39. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 42 and 44 hereof.

40. Notwithstanding any other provision of this Order:

(a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon 7 days notice to the Petitioners and the Monitor, may exercise any and all of its rights and remedies against the Petitioners or the Property under or pursuant to the Commitment Letter, Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Petitioners and set off and/or consolidate any amounts owing by the Interim Lender to the Petitioners against the obligations of the Petitioners to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Petitioners and for the appointment of a trustee in bankruptcy of the Petitioners; and

(c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioner or the Property.

41. The Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioners under the CCAA, or any proposal filed by the Petitioners under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

42. The priorities of the Administration Charge, the Interim Lender's Charge, the Directors' Charge, and the Intercompany Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $500,000);

Second – Interim Lender's Charge;

Third – Directors' Charge (to the maximum amount of $350,000);

Fourth – Intercompany Charge.

Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge, the Interim Lender's Charge, Directors' Charge, and the Intercompany Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

43. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

44. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioners shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioners obtains the prior written consent of the Monitor and the beneficiaries of the Administration Charge and the Director's Charge.

45. The Administration Charge, the Director's Charge, the Interim Lender's Charge, the Commitment Letter, the Definitive Documents, the Intercompany Charge and the Intercompany Advances Security Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the

provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Petitioners; and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Intercompany Advances Security Documents, the Commitment Letter of the Definitive Documents shall create or be deemed to constitute a breach by the Petitioners of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges or from the Intercompany Lender entering into the Intercompany Advances Security Documents and the Commitment Letter, or the execution, delivery or performance of the Definitive Documents and the Intercompany Advances Security Documents; and

(c) the payments made by the Petitioners pursuant to this Order, the Intercompany Advances Security Documents, the Commitment Letter, the Definitive Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

46. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Petitioners' interest in such real property leases.

RELIEF FROM REPORTING OBLIGATIONS

47. THIS COURT ORDERS that the decision by the Petitioners to incur no further expenses in relation to any filings, disclosures, core or non-core documents, restatements, amendments to existing filings, press releases or any other actions (collectively, the "**Securities Filings**") that

may be required by any federal, provincial or other law respecting securities or capital markets in Canada or the United States, or by the rules and regulations of a stock exchange, including without limitation, the *Securities Act (British Columbia)* and comparable statutes enacted by other provinces of Canada, the *Securities Act of 1933* (United States) and the *Securities Exchange Act of 1934* (United States) and comparable statutes enacted by individual states of the United States, the TSX Company Manual and other rules, regulations and policies of the Toronto Stock Exchange (collectively, the "**Securities Provisions**"), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Petitioners failing to make any Securities Filings required by the Securities Provisions.

48. THIS COURT ORDERS that none of the directors, officers, employees and other representatives of the Petitioners, the Monitor (and its directors, officers, employees and representatives, shall have any personal liability for any failure by the Petitioners to make any Securities Filings required by the Securities Provisions.

INTERCOMPANY FINANCING

49. THIS COURT ORDERS that UrtheCast Corp. (the "**Intercompany Lender**") is authorized to loan to each of Geosys Holdings, ULC, Geosys-Int'l, Inc, Geosys SAS, Geosys Australia PTY, Geosys do Brasil Sistemas de Informacao Agricolas Ltda. and Geosys Europe SARL (collectively, the "**Geosys Petitioners**"), and each of the Geosys Petitioners is authorized to borrow, repay and re-borrow, such amounts from time to time as the Geosys Petitioners, with the approval of the Monitor, considers necessary or desirable on a revolving basis to fund its ongoing expenditures and to pay such other amounts as are permitted by the terms of this Order (the "**Intercompany Advances**"), on terms consistent with existing arrangements or past practice or otherwise as approved by the Monitor, including as to the provision of any security to be provided by the Geosys Petitioners to the Intercompany Lender to secure the Intercompany Advances.

50. Each of the Geosys Petitioners are authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Intercompany Advances Security Documents**") as may be reasonably necessary and as approved by the Monitor to perfect any security for the Intercompany Advances in any jurisdiction in which Property of the Geosys Petitioners may be located.

51. THIS COURT ORDERS that the Intercompany Lender shall be entitled to the benefit and is hereby granted a charge (the "**Intercompany Charge**") on all of the Property of each of the Geosys Petitioners, as security for the Intercompany Advances made to such Geosys Petitioner, which Intercompany Charge shall not secure an obligation that exists before the Order Date. The Intercompany Charge shall have the priority set out in paragraphs 42 and 44 of this Order.

52. THIS COURT ORDERS AND DECLARES that the Intercompany Lender shall be treated as unaffected and may not be compromised in any Plan or any proposal filed under the BIA in respect of the Petitioners, with respect to any Intercompany Advances made on or after the Order Date.

SALES AND INVESTMENT SOLICITATION PROCESS ("SISP")

53. THIS COURT ORDERS that the Petitioners, upon obtaining the prior consent of the Monitor, are hereby authorized to commence a SISP with respect to the sale of the ISS Cameras (as defined in Affidavit #1 of Sai Chu, sworn September 3, 2020), in a form approved by the Monitor, which SISP may include a "stalking-horse" bid (the "**Stalking Horse Bid**") by the Interim Lender for the purchase price of $10,000.00 per ISS Camera and other commercial terms as reasonable necessary to implement the Stalking Horse Bid and as approved by the Monitor.

54. The Petitioners shall seek approval of the Court for a sale of all or any part of the Property following the conclusion of the SISP.

55. The Petitioners and the Monitor are hereby authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations under the SISP.

SERVICE AND NOTICE

56. The Monitor shall (i) without delay, publish in the *Globe and Mail* a notice containing the information prescribed under the CCAA, (ii) within five days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Petitioners of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

57. The Petitioners and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioners' creditors or other interested parties at their respective addresses as last shown on the records of the Petitioners and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

58. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: www.ey.com/ca/urthecast.

59. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on its website at: www.ey.com/ca/urthecast.

60. Notwithstanding paragraphs 63 and 64 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

61. The Petitioners or the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

62. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Petitioners, the Business or the Property.

63. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

64. Each of the Petitioners and the Monitor shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Petitioners to apply to the United

States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

65. The Petitioners may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioners determines that such a filing is appropriate.

66. The Petitioners are hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

67. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

68. Any interested party (including the Petitioners and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

69. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioners is hereby dispensed with.

70. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

____
Signature of Alexandra Andrisoi,
Lawyer for the Petitioners

BY THE COURT

____
REGISTRAR

Schedule "A"
List of Petitioners

1. 1185781 B.C. Ltd.
2. Deimos Imaging S.L.U.
3. DOT Imaging S.L.U.
4. Geosys Australia PTY
5. Geosys do Brasil Sistemas de Informacao Agricolas Ltda.
6. Geosys Europe Sarl
7. Geosys Holding, ULC (was Geosys Technology Holding LLC)
8. Geosys-Int'l, Inc.
9. Geosys S.A.S.
10. UrtheCast Holdings (Malta) Limited
11. UrtheCast Imaging S.L.U.
12. UrtheCast Investments (Malta) Limited
13. UrtheDaily Corp.

Schedule "B"

List of Counsel

Name of Counsel	Party Represented
Colin Brousson	The Monitor

SCHEDULE "C"

DRAWDOWN CERTIFICATE

TO:	**1262743 B.C. Ltd.** (the "**DIP Lender**") Attention: [•] Email: [•]
FROM:	UrtheCast Corp., UrtheCast International Corp., UrtheCast USA Inc., 1185729 B.C. Ltd. and those other CCAA Petitioners set out on the attached Schedule "A" of the Commitment Letter (together, the "**Borrowers**")
DATE:	<*>
RE:	Drawdown Certificate No. <*>

This Drawdown Certificate is delivered to you, as DIP Lender, pursuant to the DIP Commitment Letter dated as of September 10, 2020 (as amended, restated, modified, supplemented or replaced from time to time, the "**DIP Commitment Letter**") between, *inter alias*, the Borrowers, as borrowers, the DIP Lender and the other financial institutions from time to time parties thereto as lenders. Capitalized terms used but not defined herein shall have the meanings given to them in DIP Commitment Letter.

1. The Borrowers hereby requests the DIP Advance of USD $1,000,000.00 on the terms set out below.

2. The drawdown date shall be <*> (the "**Drawdown Date**"). [a date not earlier than two (2) Business Days from the date this Drawdown Certificate is submitted to the DIP Lender for review]

3. The principal amount of the requested DIP Advance is USD $1,000,000.00

4. The undersigned, being the <*> and the <*> of the Borrowers, as applicable, and not in our personal capacity and without liability, do hereby certify that:

(a) All of the conditions precedent to a DIP Advance that have not been waived in writing by or on behalf of the DIP Lender have been satisfied.

(b) No Default or Event of Default has occurred and is continuing or which would constitute an Event of Default with the giving of notice or lapse of time or both, or will result from the DIP Advance requested hereby.

(c) The requested DIP Advance is within the cash flow requirements identified in the applicable Cash Flow Projections and will not result in outstanding DIP Obligations in excess of the DIP Commitment.

(d) The Borrowers are in compliance with the DIP Facility Documentation and the Court Orders.

The information contained herein is for the benefit of the DIP Lender and may be relied upon for the purposes of making DIP Advances pursuant to the terms of the DIP Commitment Letter.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Drawdown Certificate as of the first date written above.

UrtheCast Corp.

Per: ________________________________
Name:
Title:

I have the authority to bind the corporation

This Drawdown Certificate if approved by the Monitor

Ernst & Young, Inc. in its capacity as Monitor

Per: ________________________________
Name:
Title:

I have the authority to bind the Monitor