This is the 4th affidavit of Sai Chu in this case and was made on September 23, 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 #4**") supplementary to previous affidavits. Capitalized terms used in my Affidavit #3 that are not otherwise defined herein shall bear the meanings given in my Affidavit #1.

3. I make this affidavit in support of an application by the Petitioners pursuant to the *Companies' Creditors Arrangement Act,* R.S.C., 1985, c. C-36, as amended (the "**CCAA**") for approval of a further financing facility up to a maximum of USD $5,000,000 secured by an Senior Interim Lender's Charge.

4. As advised in my Affidavit #2, the Petitioners have been in discussions to obtain additional interim financing necessary to complete their restructuring.

5. The Petitioners have been able to secure additional interim financing consisting of a USD $5,000,000 term loan facility (the "**Proposed Second Facility**"). Attached hereto and marked as **Exhibit "A"** is a true copy of the Second DIP Commitment Letter.

6. I understand that 1262743 B.C. Ltd., who has advanced funds to the Petitioners pursuant to the Interim Lender's Charge agrees to be subordinated to the Senior Interim Lender's Charge at this time with respect to an initial advance of USD $2,000,000.

7. The additional debtor-in-possession financing is required on an urgent basis to deal with issues that have arisen in France in respect of the Petitioner Geosys SAS necessitating some form of insolvency proceeding being commenced there. The additional debtor-in-possession financing will allow funds to be made available to Geosys SAS to meet payroll obligations, and this will in turn enable Geosys SAS to move forward with an insolvency proceeding best coordinated with the overall objectives of the Petitioners.

8. The additional debtor-in-possession financing will also enable the Petitioners to move forward with a sale and solicitation of interest process with sufficient funding to enable that process to last for a reasonable timeframe in order to canvass the market for potential purchasers and/or investors.

9. While the Petitioners have been contacted by other potential lenders, and have been in discussions with one potential lender concerning a smaller financing facility, the Petitioners have not be able to obtain a commitment for any other available sources of funds. The Petitioners believe that the Proposed Second Facility represents the best available source of financing.

10. Attached hereto and marked as **Exhibit "B"** is a true copy of the Amended and Restated CCAA Initial Order in the *Companies' Creditors Arrangement Act* proceeding of Entrec Corporation and others, a copy of which order was obtained from the website of Alvarez & Marsal Canada Inc. maintained in relation to the Entrec Corporation proceeding at: https://www.alvarezandmarsal.com/sites/default/files/canada/amended_and_restated_ccaa_initial_order_may_25_2020_0.pdf .

11. 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 23, 2020.	)))))	
A Commissioner for taking affidavits for British Columbia	))	**SAI CHU**

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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.

This is **Exhibit "A"** referred to in the Affidavit of Sai Chu affirmed before me at Vancouver, B.C., on this 23rd day of September, 2020.

A Commissioner for taking Affidavits within British Columbia

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DIP FACILITIES LOAN AGREEMENT
DATED AS OF SEPTEMBER 21, 2020

Summary of Terms and Conditions ("**Term Sheet**")
$5,000,000 Secured Super-Priority Debtor-in-Possession Credit Facilities

This document is highly confidential and neither this document nor the identity of the lender listed on the signature page hereof ("**Lender**") shall be disclosed to any person other than UrtheCast Corp., its subsidiaries (collectively "**UrtheCast**") or its financing advisors (insofar as such advisors have been informed of, and agree to abide by, the confidentiality of this Term Sheet), and as required to be disclosed in connection with any court proceeding contemplated herein, without the prior written consent of Lender. Term Sheet is subject to the terms of the Confidentiality Agreement dated September 14, 2020 by and among Lender and UrtheCast.

Borrower: UrtheCast Corp. (an Ontario, Canada corporation), 1185729 B.C. Ltd. (a British Columbia, Canada corporation), 1185781 B.C. Ltd. (a British Columbia, Canada corporation), UrtheCast International Corp. (a Canadian corporation), Geosys Holding, ULC (was Geosys Technology Holding LLC) (a British Columbia, Canada corporation) and Urthedaily Corp. (a British Columbia, Canada corporation) (collectively, the "**CAD Borrower**"), and Geosys Europe Sarl (a Switzerland corporation), UrtheCast USA Inc. (a Delaware, USA corporation), Geosys-Int'l, Inc. (a USA corporation) and Geosys S.A.S. (a France corporation) (collectively with the CAD Borrower, the "**Borrower**") during the pendency of the CCAA (as defined below) proceeding (the "**CCAA Proceeding**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") commenced pursuant to an initial order (the "**Initial Order**") issued on September 4, 2020 by the Supreme Court of British Columbia, Vancouver Registry Action No. VLC-S-S208894 (the "**CCAA Court**"), as modified by the amended and restated initial order of the CCAA Court dated September 14, 2020 (the "**ARIO**").

Guarantors: Deimos Imaging S.L.U., DOT Imaging S.L.U., Geosys Australia Pty, Geosys do Brasil Sistemas de Informacao Agricolas Ltda., Urthecast Holdings (Malta) Limited, UrtheCast Imaging S.L.U., UrtheCast Investments (Malta) Limited and each of the existing and future affiliates and direct and indirect subsidiaries of the Borrower deemed necessary by the Lender in its sole discretion (collectively, the "**Guarantors**" and, together with the Borrower, the "**Debtors**" or "**CCAA Debtors**") shall provide unconditional secured (subject to applicable law) guarantees of payment and not of collection in form satisfactory to the Lender.

Lender: HCP-FVL, LLC

DIP Facilities: A facility consisting of (i) a $3,000,000 term loan facility (the "**Term Loan Facility**") and (ii) a revolving credit facility based on 80% of eligible (net of any set off and dilution) receivables and eligible (net of any set off and dilution) unbilled receivables owing by Winfield (as defined below) to the CAD Borrower (up to 90 days in advance of the quarterly period of performance to be repaid during the first week of period of performance) or other acceptable borrowing base (subject to customary reserves for asset-based lenders and asset-based lending industry), each acceptable to the Lender, in its sole discretion, to a maximum aggregate principal amount of $2,000,000 (the "**Revolving Credit Facility**", and together with the Term Loan Facility, the "**DIP Facilities**"), *provided* that the maximum principal amount of the DIP Facilities outstanding at any time shall not exceed $5,000,000 (the "**Maximum Loan Amount**"). Subject to the conditions set forth below and the final loan documents, the Borrower may draw down funds under the Term Loan Facility or the Revolving Credit Facility, as the case may be, provided that no advances (an "**Advance**") shall be made after a CCAA Debtor or any third party files a motion or other pleading to approve the closing of a sale of assets (unless the Lender consents to such sale and agrees to make further Advances) or there is an Event of Default hereunder, or the Borrower is in default of any term of the DIP Facilities and such default is continuing.

Availability: The parties acknowledge, covenant and agree that (i) subject to the Funding Conditions, the initial Advance (the "**Initial Advance**") shall be made under the Revolving Credit Facility up to the maximum principal amount of $2,000,000 against the borrowing base consisting of eligible accounts receivables owing to the CAD Borrower, including, without limitation, the $2,500,000 account receivable payable by Winfield Solutions Inc; and (ii) any other advance under the DIP Facilities or against any eligible accounts receivable of any other CCAA Debtor or any other borrowing base satisfactory to the Lender in its sole discretion shall be subject to the Funding Conditions or Term Loan Funding Conditions (as applicable). The sum of the aggregate principal outstanding amount under the DIP Facilities shall at no time exceed the Maximum Loan Amount.

Use of Proceeds: The proceeds of the DIP Facilities shall only be advanced to and used by the CCAA Debtors in accordance with the Agreed Weekly Budgets (as defined below) and Second DIP Order (as defined below), each of which shall be in form and substance satisfactory to the Lender in its sole discretion. For greater certainty, the DIP Facilities may be used to pay (a) interest, costs, fees and expenses payable under the DIP Facilities, (b) provided the Term Loan Funding Conditions (as defined below) are satisfied, the outstanding principal amount, reasonable and documented fees and expenses, and accrued and unpaid interest of the existing debtor-in-possession financing, (c) the ordinary course working capital and other general corporate purposes of the CCAA Debtors, including for greater certainty, the payment of certain outstanding Priority Payables owing by Geosys S.A.S., solely in accordance with the provisions hereof and the limitation set forth in the Agreed Weekly Budgets, and (d) transaction costs, fees and expenses (including the reasonable and documented professional fees and expenses of insolvency counsel for the

	CCAA Debtors, the Monitor and its counsel, and the fees and expenses (including professional fees) of the Lender owing under the DIP Facilities) incurred in connection with the DIP Facilities, the CCAA Proceedings and the transactions contemplated thereunder. The CCAA Debtors shall not utilize the DIP Facilities for any other purpose without the prior written approval of the Lender (in its sole discretion). The DIP Facilities may not be used in connection with any investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against or adverse to the Lender or its affiliates or any of their interests (whether direct or indirect).
Direct Advance Condition	The CAD Borrower shall not use, advance or flow any funds from the DIP Facilities to any CCAA Debtor located outside of Canada (other than the Initial Advance and other advances to Geosys S.A.S. under the Revolving Credit Facility based on eligible receivables of the CAD Borrower) (a "**Foreign CCAA Debtor**"), including without limitation, the United States, France, Spain or Switzerland unless and until the Lender is satisfied that the Lender has a first priority lien and charge in any such foreign jurisdiction in form and substance (and/or court order) satisfactory to the Lender in its sole discretion (the "**Direct Advance Condition**").
Closing Date:	The closing date shall be September 23, 2020 or such later date as may be agreed to by the Lender in its sole discretion (the "**Closing Date**").
Evidence of Indebtedness:	The Lender shall open and maintain accounts and records evidencing advances and repayments under the DIP Facilities and all other amounts owing from time to time hereunder. The Lender's accounts and records constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the CCAA Debtors to the Lender pursuant to the DIP Facilities.
Currency:	Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States.
Interest Rate:	All amounts owing hereunder on account of the principal, overdue interest, costs, fees and expenses shall bear interest at the rate of 18% per annum payable in cash monthly in arrears on the last day of each calendar month. To the extent permitted by applicable law, upon the occurrence of an Event of Default (as defined below), interest shall accrue and be calculated and compounded at a rate of 20% per annum.
Standby Fee:	The Borrower shall pay the Lender a standby fee of 2% per annum on any undrawn portion of the DIP Facilities. Such fee shall be calculated daily and payable monthly in arrears on the last day of each calendar month.
Other Fees:	(a) The Borrower shall pay to the Lender a nonrefundable pro-rated commitment fee of 3% of each amount advanced under the DIP

Facilities, which initial pro-rated fee shall be payable on the Closing Date.

(b) At any time on the repayment of the DIP Facilities, including on the Maturity Date or upon an Event of Default or any mandatory prepayment event hereunder, the Borrower shall pay the Lender an exit fee of $160,000 to the extent only the Initial Advance is made hereunder and an additional $240,000 paid ratably based on the amount of the Term Loan advanced hereunder (collectively, the "**Exit Fee**").

Other Costs and Expenses: The Borrower shall pay, on or before the Closing Date and monthly thereafter, all costs and expenses of the Lender for all out-of-pocket due diligence and travel costs and all reasonable fees, costs, expenses and disbursements of outside counsel, appraisers, field auditors, and any financial consultant in connection with the drafting, negotiating and administration of the DIP Facilities, including any costs and expenses incurred by the Lender in connection with the enforcement of its security, any of the rights and remedies available hereunder or under any order of the CCAA Court or under the Guarantees or any related security. All costs and expenses payable in connection with this Section shall also be secured by any administration charge granted in the CCAA proceedings and the Lender acknowledges that it has received a retainer in the amount of CAD$50,000 in respect of same.

Repayment and Maturity Date: All amounts owing to the Lender under the DIP Facilities shall be due and payable on the earliest of the occurrence of any of the following:

(i) the 120th day following the Closing Date;

(ii) the implementation of a plan of compromise or arrangement within the CCAA proceedings (a "**Plan**") which has been approved by the requisite majorities of the applicable CCAA Debtors' creditors and by order entered by the CCAA court (the "**Sanction Order**") and by the Lender;

(iii) conversion of the CCAA proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**");

(iv) on the sale of any of the assets of any CCAA Debtor outside of the ordinary course of business which is not consented to by the Lender (not to be unreasonably withheld if the Monitor approves such sale and such sale does not adversely affect the Lender's rights or interests (collectively, the "**Approval Conditions**")), including any sale of assets pursuant to a SISP (as defined below) are for a value in excess of $50,000 without first having received approval from the CCAA Court (unless the Lender agrees otherwise in its sole discretion); and

(v) an Event of Default (as defined below) in respect of which the Lender has elected in its sole discretion to accelerate all amounts owing and demand repayment;

(such earliest date being the "**Maturity Date**").

The Lender's commitment to make further advances under the DIP Facilities shall expire on the Maturity Date and all amounts outstanding under the DIP Facilities shall be permanently and indefeasibly repaid no later than the Maturity Date without the Lender being required to make demand upon the Borrower or other parties or to give notice that the DIP Facilities has expired and that the obligations thereunder are due and payable. The Sanction Order shall not discharge or otherwise affect in any way any of the obligations of the CCAA Debtors to the Lender under the DIP Facilities other than after the permanent and indefeasible payment in cash to the Lender of all obligations under the DIP Facilities on or before the date that the Plan is implemented, including without limitation, the Exit Fee.

Mandatory Prepayments and Commitment Reduction:

Unless the Lender consents otherwise, the Borrower is required to prepay amounts outstanding under the DIP Facilities:

(i) upon the receipt of net cash proceeds from the issuance by any of the CCAA Debtors of any indebtedness for borrowed money;

(ii) upon receipt of insurance proceeds or expropriation awards by any of the CCAA Debtors;

(iii) upon receipt of net cash proceeds from the sale of any of the Collateral (as defined below) except for sales of inventory in the ordinary course of business by any of the CCAA Debtors;

(iv) any receipt by any of the CCAA Debtors of cash proceeds outside of the ordinary course that is not expressly contemplated in the Agreed Weekly Budget (except for proceeds from new customer contracts); and

(v) upon receipt of net cash proceeds from the sale or issuance of any equity interests (as such term is defined or used in any applicable securities laws and legislation) in any of the CCAA Debtors or the receipt of capital contributions by any of the CCAA Debtors.

Any prepayment required hereunder shall be a permanent reduction of the DIP Facilities and may not be re-borrowed without the prior written consent of the Lender in its sole discretion. For greater certainty, the collection of eligible receivables shall be subject to control agreements and applied to outstanding amounts owing under the Revolving Credit Facility, which may only be re-borrowed by the CAD Borrower against its eligible accounts receivable and borrowing base unless and until the Funding Conditions are satisfied.

Optional Prepayment:	The DIP Facilities may be repaid at any time, in whole or in part, prior to the Maturity Date on not less than two (2) business days' notice to the Lender provided that any such part payment shall be subject to a *pro rata* share of the Exit Fee referred to above.
Lender Account:	All payments to the Lender, in addition to payments made to the Lender under the cash management arrangements, shall be made by wire transfer to the account specified in writing to the Borrower from time to time.
Agreed Budgets:	The CCAA Debtors shall provide the Lender with a 26-week cash flow (the "**Agreed Weekly Budget**") reviewed by the Monitor, which shall be filed with the CCAA Court in connection with the CCAA Proceedings. The Agreed Weekly Budget shall be form and substance satisfactory to the Lender and shall reflect, on a line item basis, among other things, anticipated cash flow, cash receipts and disbursements, sales. The Lender may, in its sole discretion, require changes to the format of the Agreed Weekly Budget and the details provided therein including, without limitation, information on a line item basis as to (i) projected cash receipts; (ii) projected disbursements (including ordinary course operating expenses, restructuring expenses, including professional fees), capital and maintenance expenditures; and (iii) such other matters as may be reasonably required by the Lender. The Agreed Weekly Budget shall be rolled forward on a weekly basis and its format and the detail provided therein may only be amended and modified with the prior written consent of the Lender in its sole discretion. On the Thursday of each week, the CCAA Debtors shall provide to the Lender a variance report (the "**Weekly Budget Variance Report**") showing on a line-by-line basis actual receipts and disbursements and the total available liquidity for the last day of the prior week for the cumulative period since the commencement of the CCAA proceeding and for a rolling cumulative four week period once the CCAA Proceedings have been pending for four weeks and noting therein all variances on a line-by-line basis from the amounts in the Agreed Weekly Budget and shall include explanations for all negative variances in excess of fifteen percent (15%) and shall be certified by the Chief Financial Officer of the Borrower and approved by the Monitor. The first Weekly Budget Variance Report shall be delivered on October 1, 2020.
Conditions Precedent to DIP Advances:	No advance shall be made under the DIP Facilities until the following conditions precedent (the "**Funding Conditions**") have been satisfied or waived in writing, as determined by the Lender in its sole discretion, acting reasonably:

1. The Borrower shall have served an application for an order, in a form and substance satisfactory to the Lender in its sole discretion, approving this Term Sheet, the DIP Facilities, the cash management arrangements, and granting the DIP Lender's Charge (as defined below) (the "**Second DIP Order**") by September 23, 2020. Notice of the application for the Second DIP Order shall include any party required by the Lender in its sole discretion. For greater certainty, the Second DIP Order shall provide: (i) for the approval of the DIP Term Sheet, the DIP Facilities, (ii) for the granting of a charge (the "**DIP Lender's Charge**") over all of the Property (as defined in the ARIO) of all of the CCAA Debtors and shall secure all obligations owing by the CCAA Debtors to the Lender hereunder, including without limitation, all principal, interest, fees, costs and expenses (including professional fees) (collectively the "**DIP Obligations**"), which, pursuant to the Second DIP Order, shall rank in priority to all other liens, charges, mortgages, hypothecs, adverse rights or claims, deemed trusts, grants (including any licensing rights provided to any person other than customers or licensees in the ordinary course of business), encumbrances, security interests of every kind and nature (including, without limitation, the current debtor-in-possession financing) (collectively, "**Liens**") granted by the CCAA Debtors against any of the Property of any of the CCAA Debtors of any kind other than an administration charge granted by the CCAA Court to a maximum of $500,000 (the "**Administration Charge**"); (iii) that such Second DIP Order may not be rescinded, amended or revised without at least five (5) business days' notice to the Lender and its counsel and shall not stay the rights of the Lender hereunder or under the DIP Credit Documentation (as defined below); (iv) that the Lender and the DIP Facilities (including any participation rights hereunder) shall be unaffected under any plan of arrangement in respect of the CCAA Debtors; and (v) for such amendments to the ARIO as may be required by the Lender in its sole discretion;

2. The Second DIP Order shall have been issued and shall not have been amended, restated, rescinded or modified, or be subject to pending a motion, application or other proceeding to amend, restate, rescind, vary or modify, in a manner that, in the Lender's sole opinion, adversely affects the rights or interests of the Lender without the consent of the Lender;

3. In the case of the Initial Advance, the Lender shall have received written confirmation from the Monitor, UrtheCast Corp. and Geosys S.A.S., and evidence satisfactory to the Lender, that the court proceedings in Toulouse, France relating to the "Demande d'ouverture d'une procedure de redressement judiciaire" shall, have been postponed or adjourned until at least September 29, 2020 or converted into a "conciliation" proceedings and, in the case of any other advance under the Revolving Credit Facility or the Term Loan, the reorganization plan and cash flows for Geosys, S.A.S. proposed by the CCAA Debtors and any Court proceedings relating to Geosys S.A.S shall be approved by the Monitor, indicate the viability of the ongoing operations and the business and avoid any liquidation, wind-down or cessation of

operations of the business and not result in any event that is reasonably likely to materially adversely impair the DIP Facilities or the interests or secured position of the Lender, in the sole discretion of the Lender, acting reasonably;

4. The existing debtor-in-possession financing shall have been, in respect to the Revolving Credit Facility, subordinated to the Lender pursuant to the Second DIP Order and, in respect of any Advance under the Term Loan, subordinated to the Lender pursuant to the Second DIP Order or a fully enforceable executed subordination agreement or repaid in full from the proceeds of such Advance. For greater certainty, the existing debtor in possession financing may be paid from an advance under the Term Loan Facility (but not the Revolving Credit Facility);

5. The Lender shall have approved the applicable Agreed Weekly Budget;

6. The Lender, in its sole discretion, shall be satisfied that any advance against any eligible receivables of any CCAA Debtor other than the CAD Borrower under the Revolving Credit Facility is secured by a Recognition Order (or other equivalent court order in each applicable jurisdiction) and a first priority security interest and Lien in such CCAA Debtors' assets, property and undertakings located in such CCAA Debtors' applicable jurisdiction in respect of such advance under the Revolving Credit Facility in accordance with applicable law of such jurisdictions, and the Lender shall have received executed copies of all documents required by the Lender (including, if requested by the Lender, an opinion from Borrower's counsel in form and substance satisfactory to the Lender) in order to establish a valid, binding and enforceable first priority security interest such the assets, property and undertakings of the CCAA Debtors in all such jurisdictions;

7. The Borrower shall have entered into all Account Control Agreements (defined below) required by the Lender;

8. All outstanding fees and expenses payable to the Lender shall have been paid or will be paid within such time as is acceptable to the Lender in its sole discretion;

9. There shall be no Liens (including any license rights granted to any secured party) existing (registered, inchoate or otherwise) that rank in priority to or *pari passu* with the DIP Lender's Charge other than the Administration Charge;

10. The CCAA Debtors shall be in compliance with any timetables established from time to time by it and approved by the Court and the Lender setting out a sales or investment solicitation or similar process for the CCAA Debtors;

11. The DIP Credit Documentation (as defined below) shall be satisfactory to the Lender in its sole discretion, and the Lender shall be in receipt of fully executed copies of the DIP Credit Documentation;

12. The Lender shall be satisfied that the CCAA Debtors have complied and are continuing to comply, in all material respects, with all applicable laws, regulations, policies in relation to their property and business, other than as may be permitted under any order of the CCAA Court (each a "**Court Order**") which is satisfactory to the Lender in its sole discretion;

13. No Event of Default shall have occurred that is continuing or will occur as a result of the requested advance;

14. All amounts due and owing to the Lender at the time of an advance under the DIP facilities shall have been paid or shall be paid from the requested advance;

15. The Lender shall have been satisfied that all motions, orders and other pleadings and related documents filed or submitted to the CCAA Court by the CCAA Debtors shall be consistent with the terms hereof and all orders entered by the CCAA Court shall not be inconsistent with or have an adverse impact on the terms of the DIP Facilities or the interests of the Lender;

16. Any necessary third party approvals to preserve or perfect the DIP Lender's Charge shall have been obtained;

17. The Lender shall be in receipt of executed copies of guarantees and security, in form and substance satisfactory to the Lender in its sole discretion, from each of the Guarantors;

18. No material portion of the Collateral be lost or stolen;

19. The Lender shall be in receipt of written notice from the Borrower setting out the amount of funds to be advanced and allocated to each Foreign CCAA Debtor and the wire transfer instructions of such Foreign CCAA Debtor who is a Borrower (a "**Foreign Advance Notice**"), which allocation shall have been approved by the Monitor and the Lender in its reasonable credit discretion;

20. The CCAA Debtors shall be in compliance with all covenants and obligations contained in this Term Sheet; and

21. The Lender shall be satisfied in its sole discretion that any Lien in any intellectual property of any CCAA Debtor and any grant of a license or license rights in respect of any intellectual property of any CCAA Debtor to any person is subordinate to the DIP Lender's Charge.

22. In respect of any further advance of the Revolving Credit Facility, other than the Initial Advance, there has been no fact, circumstance, change or event (whether in respect of termination, usage, value, implementation of set off rights, or any other matter) in respect of the Winfield Agreements that, in the Lender's opinion, acting reasonably, would adversely affect the Lender, its security or interests, the Collateral or the borrowing base.

No Advance under the Term Loan shall be made until the foregoing Funding Conditions and the following additional condition precedents (together with the Funding Conditions, the "**Term Loan Funding Conditions**") have been satisfied or waived in writing, as determined by the Lender in its sole discretion, acting reasonably:

1. The DIP Lender's Charge shall be registered in all jurisdictions as may be reasonably required by the Lender, in accordance with the applicable laws of such jurisdiction such that the DIP Lender's Charge (or security) shall constitute good, valid, binding and enforceable first priority security in accordance with the laws of such jurisdiction;

2. Recognition orders or such other orders that have substantially the same effect as recognition orders in respect of the Second DIP Order and any other Court Order required by the Lender shall have been issued by a court of competent jurisdiction in any foreign jurisdiction in which the CCAA Debtors operate or hold assets, including, without limitation, the United States and France, if, in the opinion of the Lender, such foreign Court Orders relating to the CCAA Proceedings, the Second DIP Order and any other Court Order (as may be required by the Lender in its sole discretion) in such foreign jurisdiction is necessary for the protection or preservation of the Lender's security and priority (each, a "**Recognition Order**");

3. Any Recognition Order required by the Lender prior to the Advance Date shall have been obtained and shall not have been rescinded, amended, restated, modified or revised, or be subject to a motion, application or other proceeding to rescind, amend, restate, modify or revise such Recognition Order, in a manner that, in the Lender's sole opinion, adversely affects the rights or interests of the Lender without the consent of the Lender;

4. The Lender shall have received from the Borrower a written request for an advance under the DIP Facilities at least five (5) business days prior to the date of such advance, in form and substance satisfactory to the Lender in its reasonable discretion (i) requesting an advance of the DIP Facilities, (ii) confirming that all of the Funding Conditions and Term Loan Funding Conditions have been satisfied, and (iii) confirming that the representations and warranties contained herein are true and correct in all material respects as of such date, executed by a senior officer of the Borrower; and

5. No event has occurred, or fact or circumstance exists in respect of the CCAA Debtors' operations or business, or the Collateral, that, in the Lender's opinion, acting reasonably, would adversely affect the Lender's rights or interests.

The Lender will have no further obligation to advance the DIP Facilities following the service of an application to the CCAA Court for the approval of and the closing of a sale by the CCAA Debtors of any of the CCAA Debtors' assets, which does not meet the Approval Conditions.

The outside date to meet or waive the foregoing conditions precedent for an advance under the Term Loan will be October 30, 2020.

DIP Facilities Security and Documentation: All of the obligations of the CCAA Debtors under or in connection with the DIP Facilities, this Term Sheet and any other documentation in respect of the DIP Facilities that is requested by the Lender (which shall be in form and substance satisfactory to the Lender in its sole discretion) (collectively, the "**DIP Loan Documents**") shall be secured by a security interest in and Lien on all now-owned and hereafter-acquired assets and property of each of the CCAA Debtors, real and personal, tangible or intangible and all proceeds therefrom (the "**Collateral**") (together with the DIP Loan Documents, the "**DIP Credit Documentation**") and the DIP Lender's Charge granted by the CCAA Court.

The DIP Obligations shall be secured by (the "**DIP Security**"):

1. the DIP Lender's Charge;

2. any Recognition Order; and

3. such other security documentation as may be required by the Lender from time to time in its sole discretion, which shall include customary ULC carve out provisions.

If required by the Lender, the DIP Security shall be a perfected first priority charge and not subject to subordination other than in respect of the Administration Charge.

Deposit Accounts: The CCAA Debtors shall maintain all cash in bank accounts designated by the Borrower at a financial institution approved by the Lender ("**Approved Depository Banks**") and, prior to the advance of the DIP Facilities, shall have entered into account control agreements in form and substance satisfactory to the Lender and their counsel ("**Account Control Agreements**").

Monitor: The Lender shall be authorized by the Second DIP Order to have direct discussions with the Monitor and to receive information from the Monitor as requested by the Lender from time to time.

Indemnity: The CCAA Debtors agree, jointly and severally, to indemnify and hold harmless the Lender, its affiliates and their respective shareholders, officers, directors, employees, advisors, partners and agents (each, an "**indemnified person**") from and against any and all losses, claims, damages, liabilities, and expenses to which any such indemnified person may become subject or may incur arising out of or in connection with the DIP Facilities, the proposed or actual use of the proceeds of the DIP Facilities, the CCAA Proceeding, participation in any sales process or resulting from the DIP Credit Documentation, and the use of the proceeds thereof, or any claim, litigation, investigation or proceeding relating to any of the foregoing regardless of whether any indemnified person is a party thereto, and to reimburse each indemnified person upon demand for any documented legal or other expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to an indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent (i) they are found by a final, non-appealable judgment of a court to arise directly from the willful misconduct or gross negligence of such indemnified person. This indemnification shall survive whether or not the transactions set out herein are consummated. Further, the Lender shall not be responsible or liable to any CCAA Debtor or any other person for any lost profits, consequential or punitive damages.

Representations and Warranties: Each of the CCAA Debtors represents and warrants to the Lender, upon which the Lender relies in entering into this Term Sheet and the other DIP Credit Documentation, that

1. The transactions contemplated by this Term Sheet and the other DIP Credit Documentation:

   (a) upon the granting of the Second DIP Order, are within the powers of the CCAA Debtors;

   (b) have been duly authorized, executed and delivered by or on behalf of the CCAA Debtors;

   (c) upon the granting of the Second DIP Order, constitute legal, valid and binding obligations of the CCAA Debtors;

   (d) upon the granting of the Second 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 which may be made to register or otherwise record the DIP Lender's Charge or any DIP Security;

2. The business operations of the CCAA Debtors and their direct and indirect subsidiaries have been and will continue to be conducted in material compliance with all applicable laws of each jurisdiction in which each such business has been or is being carried on subject to the provisions of any Court Order;

3. As at the date of this Term Sheet, all Priority Payables (as defined below) that are due and payable by the CCAA Debtors have been paid.

4. The Borrower legally or beneficially owns all of the CCAA Debtors' cash, intellectual property, contracts, operations and material assets

5. All of the CCAA Debtors' material assets, cash, intellectual property, contracts and operations are located Canada, the United States, France, Spain and Switzerland.

6. Each of the CCAA Debtors and their direct and indirect subsidiaries own all intellectual property and material contracts and has obtained all material licences and permits required for the operation of its business, which intellectual property, material contracts, licences and permits remain, and after the DIP Facilities, will remain in full force and effect. No proceedings have been commenced to revoke or amend any of such intellectual property, material contracts, licences and permits;

7. Except a set out in Exhibit "B" hereto, each of the CCAA Debtors and their direct and indirect subsidiaries has paid where due its obligations for payroll, employee source deductions, Harmonized Sales Tax, value added taxes and is not in arrears in respect of these obligations;

8. None of the CCAA Debtors and their direct and indirect subsidiaries has any defined benefit pension plans or similar plans;

9. All written factual information provided by or on behalf of the CCAA Debtors to the Lender in the data room entitled "Datasite: Atlas DataRoom 2019" as constituted as of the date hereof for the purposes of or in connection with this Term Sheet or any transaction contemplated herein is true and accurate in all material respects on the date as of which such information is dated or certified and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided. In particular, and without limiting the generality of the foregoing all information regarding the CCAA Debtors' and its direct and indirect subsidiaries' corporate structure is true and complete, all public filings and financial reports are complete and true in all material respects and the CCAA Debtors have provided the Lender with all material information regarding all intellectual property, including, without limitation, patents, copyright, material contracts, cash, bank accounts, assets, jurisdictions, operations,

source codes, title information and opinions and environmental reports affecting or relating to the Property (as defined in the ARIO) of the CCAA Debtors;

10. To the knowledge of the CCAA Debtors, Winfield Solutions, LLC ("**Winfield**") has not terminated, and has not indicated an intention to terminate, that certain Interim License and Services Agreement among Winfield, Urthecast Corp., Geosys-Int'l, Inc., Geosys Australia Pty, Geosys Europe Sarl, Geosys S.A.S. and Geosys do Brasil sistemas de Informacao Agriocola Ltda, or that certain Purchase and Sale Agreement of Certain Subsidiaries of Land O'Lakes Inc. and Certain Platform Assets dated November 6, 2018 (collectively, the "**Winfield Agreements**").

Affirmative Covenants: In addition to all other covenants and obligations contained herein, the CCAA Debtors agree and covenant to perform and do each of the following until the DIP Facilities is permanently and indefeasibly repaid in full and cancelled:

1. Comply with the provisions of the Court Orders made in the CCAA Proceeding including, without limitation, the Second DIP Order;

2. Utilize the DIP Facilities only in accordance with the terms hereof and the applicable Agreed Weekly Budget;

3. Pay when due, or otherwise provide confirmation satisfactory to the Lender that payment arrangements satisfactory to the Lender have been entered into by the CCAA Debtors (including Geosys S.A.S.), to pay all claims which rank prior to the indebtedness and security held by the Lender, in any jurisdiction, from the CCAA Debtors (the "**Priority Payables**"), which shall include, without limitation, all amounts owing or required to be paid, where a failure to pay any such amount could give rise to any insolvency or other formal proceedings in France, not consented to in writing by the Lender, or a claim or Lien pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to or *pari passu* with the Lender's security in any jurisdiction or otherwise in priority to any claim for the repayment of any amount owing under the DIP Facilities, including without limitation, all amounts owing to any federal, provincial, municipal or other government entity or Crown corporation, all statutory, actual or deemed trusts, all withholdings and source deductions, all accrued and unpaid payroll and employee claims, including vacation pay, and all amounts owing to any person having a Lien, encumbrance, trust or charge ranking in priority to the Lender's security.

4. Comply with any timetable or process established from time to time by the CCAA Court for the sale of all or part of the assets of the CCAA Debtors and/or their direct and indirect subsidiaries or solicitation of investment in any of the CCAA Debtors and/or their direct and indirect

subsidiaries as part of the CCAA Proceedings or in anticipation of a Plan and obtain the approval for such timetable or process from the Lender;

5. Allow the Lender and its advisors full access to the books and records of the CCAA Debtors and/or their direct and indirect subsidiaries on one business day's notice and during normal business hours and cause management thereof to fully cooperate with the Lender and its advisors;

6. Provide the Lender with draft copies of all motions, applications, proposed orders or other material or documents that any of them intend to file within the CCAA Proceeding at least three (3) business days prior to any such filing or, where it is not practically possible to do so with as much notice as possible prior to any such filing;

7. The Second DIP Order, and any other Court Orders which are being sought by the CCAA Debtors shall be submitted to the CCAA Court in a form confirmed in advance to be satisfactory to the Lender, subject to any amendments required by the CCAA Court and the Monitor and acceptable to the Lender;

8. Any and all materials of the CCAA Debtors in respect of a proposed Plan or any other transaction or solicitation process seeking the investment in or refinancing of the CCAA Debtors and/or their direct and indirect subsidiaries, the sale or process for the selling of all or any part of the assets of the CCAA Debtors and/or their direct and indirect subsidiaries or any other restructuring of the CCAA Debtors' businesses and operations, including any liquidation, bankruptcy or other insolvency proceeding in respect of any of the CCAA Debtors (a "**Restructuring Option**") shall only be submitted to the CCAA Court in or presented to any stakeholder of the CCAA Debtors in a form that is satisfactory to the Lender in its sole discretion and has been provided to the Lender at least three (3) business days prior to any such filing or, where it is not practically possible to do so, with as much notice as possible prior to any such filing;

9. The CCAA Debtors shall promptly advise the Lender of, and provide copies of, any proposal received from a third party in respect of a Restructuring Option or any other transaction to be carried out pursuant to or as part of a Plan and, thereafter, shall advise the Lender of the status of any such proposal as well as any material amendments to the terms thereof;

10. Unless such payments are first approved by the Lender, none of the CCAA Debtors shall:

(i) increase any termination or severance entitlements or pay any termination or severance payments or modify any compensation or benefit plans whatsoever; or

(ii) establish or make any payments by way of a "key employee retention plan" except as otherwise disclosed in the Agreed Weekly Budget and the application materials filed in respect of the ARIO;

11. Provide to the Lender a weekly status update regarding the status of the CCAA Proceeding and their restructuring process including, without limitation, reports on the progress of any Plan, Restructuring Option, and any information which may otherwise be confidential subject to same being maintained as confidential by the Lender;

12. Inform the Lender on a timely basis of all material developments (as determined by the Lender in its sole discretion) with respect to the business and affairs of the CCAA Debtors and their direct and indirect subsidiaries, the development of a Plan and/or a Restructuring Option;

13. Deliver to the Lender the reporting required under this Term Sheet on or before the timelines required herein and such other reporting and other information from time to time as is reasonably requested by the Lender, in form and substance satisfactory to the Lender, on or before the timeline required by the Lender;

14. The CCAA Debtors shall deliver to the Lender: (i) within one business day of delivery thereof to the Monitor, copies of all financial reporting provided to the Monitor; and (ii) within one business day of receipt from the Monitor any reports or other commentary or analysis received by the CCAA Debtors from the Monitor regarding the financial position of the CCAA Debtors or otherwise;

15. Use the proceeds of the DIP Facilities and other cash on hand only in a manner consistent with the terms hereof and the Agreed Weekly Budgets in all material respects to the extent reasonably practicable in the circumstances;

16. Provide the Lender with copies of all general communications out of the ordinary course, or any communication in respect of the CCAA Proceeding, to customers, suppliers, employees and other stakeholders simultaneously with the distribution thereof to such persons;

17. Preserve, renew, maintain and keep in full force its corporate existence and its material licenses, permits, approvals, contracts, and intellectual property rights required in respect of its business, properties, assets or any activities or operations carried out therein and maintain its properties and asset in good working order having regard to the current cessation of operations;

18. Pay all taxes, permitting and licence fees, Priority Payables and other amounts necessary to avoid any insolvency or other formal proceeding in

France, not consented to in writing by the Lender, and to preserve the Collateral to avoid any Lien thereon and pay all amounts due under any critical supplier contracts as and when due and payable;

19. Maintain all insurance with respect to the Collateral in existence as of the date hereof;

20. Forthwith notify the Lender of the occurrence of any Event of Default, or of any event or circumstance that, with the passage of time, may constitute an Event of Default;

21. Execute and deliver the DIP Credit Documentation, including such security agreements, guarantees, financing statements, discharges, opinions or other documents and information, as may be reasonably requested by the Lender in connection with the DIP Facilities, which documentation shall be in form and substance satisfactory to the Lender;

22. Pay upon request by the Lender all documented fees and expenses of the Lender (including professional fees) provided, however, that if any such fees and expenses incurred after the date of this Term Sheet are not paid by the Borrower, the Lender may in its discretion (i) deduct such fees and expenses from any advance of the DIP Facilities, or (ii) pay all such fees and expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facilities;

23. Pay when due all principal, interest, fees and other amounts payable by the Borrower under this Term Sheet and under any other DIP Credit Documentation on the dates, at the places and in the amounts and manner set forth herein or therein (as the case may be); and

24. Prior to any advance of the DIP Facilities, the Borrower will cause its other affiliates and subsidiaries (including the CCAA Debtors) to grant guarantees of payment to the Lender and to grant charges on their assets to secure the DIP Obligations. However, no such guarantee or security will be required for those subsidiaries which the Lender in its sole discretion determines to have no material value. Any such subsidiary which provides a guarantee shall thereafter be included as a "Guarantor".

Negative Covenants:

Each of the CCAA Debtors covenants and agrees not to do the following, other than with the prior written consent of the Lender from and after the date hereof:

1. Except as contemplated by this Agreement or any Court Order, make any payment, without consent of the Lender, of any debt or obligation existing as at the date of the Initial Order (being September 4, 2020) (the "**Pre-Filing Debt**");

2. Transfer any funds to any other CCAA Debtors (other than the Initial Advance under the Revolving Credit Facility to Geosys S.A.S) or related party thereof in any foreign jurisdiction prior to obtaining a first priority security interest and Lien in all of the CCAA Debtors' assets, property and undertaking located in such jurisdiction, in accordance with applicable law of such jurisdictions, and providing the Lender with executed copies of all documents required by the Lender (including, if requested by the Lender, an opinion from Borrower's counsel in form and substance satisfactory to the Lender) in order to establish a valid, binding and enforceable first priority security interest (and court order) in all of the assets, property and undertaking of the CCAA Debtors with material assets in such jurisdiction;

3. Create, incur or permit to exist, or permit any subsidiary to incur or permit to exist, any indebtedness for borrowed money or contingent liabilities, or issue any new securities (as such term has the meaning ascribed thereto under applicable law), other than Pre-Filing Debt, the DIP Facilities, and post-filing accounts payable in the ordinary course of business;

4. Make any payments contrary to the provisions hereof or outside the ordinary course of business without the prior written consent of the Lender;

5. Sell, assign, lease, gift, transfer, convey or otherwise dispose of any of the Collateral except for sales contemplated by the Second DIP Order and sales of inventory in ordinary course of business;

6. Except for as contemplated herein or as otherwise consented to by the Lender, permit any new Liens to exist on any of the properties or assets of the CCAA Debtors or any of their direct or indirect subsidiaries other than the Liens in favour of the Lender as contemplated by this Agreement;

7. Shall not issue any notice to disclaim or resiliate any agreement pursuant to section 32 of the CCAA without the express written consent of the Lender, in its sole discretion;

8. Create or permit to exist any other Lien which is senior to or *pari passu* with the DIP Lender's Charge except the Administration Charge;

9. Make any investments in or loans to or guarantee the debts or obligations of any other person or entity or permit any of its subsidiaries to do so;

10. Make any distribution, advance, loan, investment, gift, transfer, loan or other distribution, transaction, conveyance or assignment contrary to the provisions hereof or to any related party without the prior written consent of the Lender in its sole discretion;

11. Enter any restrictive covenants or agreements which might affect the value or liquidity of any Collateral;

12. Present, seek the approval of or support any Restructuring Option without prior written consent of the Lender, acting reasonably, unless at the time of such presentment, approval or support, the DIP Facilities have been indefeasibly repaid in full in cash, including without limitation, the Exit Fee. The CCAA Debtors acknowledge that the Lender may withhold its consent to a Restructuring Option if such Restructuring Option does not include participation rights in favour of and satisfactory to the Lender and the DIP Facilities have not been indefeasibly repaid in full as contemplated in the immediately preceding sentence;

13. Change or permit any subsidiary to change its jurisdiction of incorporation or registered office;

14. Change its name, fiscal year end or accounting policies or amalgamate, consolidate with, merge into, dissolve or enter into any similar transaction with any other entity without the consent of the Lender or permit any subsidiary to do so;

15. Terminate any key employees of the CCAA Debtors, including those involved in maintaining the Collateral, without the consent of the Lender acting reasonably;

16. Provide or seek or support a motion by another party for a charge against any Property (as defined in the ARIO) of any of the CCAA Debtors that ranks equally or in priority to the charge of the Lender without the prior consent of the Lender;

17. Distribute, loan, advance or otherwise use or transfer any advance or monies under the DIP Facilities to any Foreign CCAA Debtor except upon satisfaction of the Direct Advance Condition and in accordance with an approved Foreign Advance Notice, or as otherwise may be agreed to by the Lender in its sole discretion;

18. Agree to a Restructuring Option without the prior written consent of the Lender, acting reasonably; and

19. Carry out any changes to the composition (including the addition, removal or replacement of directors or officers) of the board of directors or the officers (including any chief restructuring officer) of any of the CCAA Debtors or their direct and indirect affiliates or subsidiaries without the prior written consent of the Lender.

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 Term Sheet if such event of default is not cured within two (2) business days of the Borrower receiving notice of the event of default (to the extent such event of default is capable of being cured):

1. Any Court Order or Recognition Order is dismissed, stayed, reversed, vacated, amended or restated and such dismissal, stay, reversal, vacating, amendment or restatement adversely affects or would reasonably be expected to adversely affect the interests of the Lender in a material manner, unless the Lender has consented thereto;

2. Any Court Order is issued which adversely affects or would reasonably be expected to adversely affect the interests of the Lender in a material manner, unless the Lender has consented thereto including, without limitation:

(a) the issuance of an order dismissing the CCAA Proceeding or lifting the stay imposed within the CCAA Proceeding to permit the enforcement of any security or claim against any of the CCAA Debtors or the appointment of a receiver and manager, receiver, interim receiver or similar official or the making of a bankruptcy order against any of the Debtors;

(b) the issuance of an order granting any other claim or a Lien of equal or priority status to that of the DIP Lender's Charge except as permitted by the Lender in its sole discretion;

(c) the issuance of an order staying, reversing, vacating or otherwise modifying the DIP Credit Documentation or the provisions of any Court Order affecting the Lender or the Collateral, or the issuance of an order adversely impacting the rights and interests of the Lender, in each case without the consent of the Lender;

(d) the failure of the CCAA Debtors to diligently oppose any party that brings an application or motion for the relief set out in (a) through (c) above and/or fails to secure the dismissal of such motion or application within 10 days from the date that such application or motion is brought;

3. Any sales or investor solicitation process is proposed to the CCAA Court by any of the CCAA Debtors without the prior written consent of the Lenders, which consent shall not be unreasonably withheld;

4. Any CCAA Debtor presents, seeks the approval of or supports any Restructuring Option without the prior written consent of the Lender, which consent shall not be unreasonably withheld. The CCAA Debtors acknowledge that the Lender may withhold its consent to a Restructuring Option if such Restructuring Option does not include participation rights in

favour of and satisfactory to the Lender, unless the DIP Facilities have been indefeasibly repaid in full;

5. Failure of the CCAA Debtors to pay any amounts when due and owing by any of the CCAA Debtors hereunder;

6. Any of the Debtors cease to carry on business or operate or maintain their properties in the ordinary course as it is carried on as of the date hereof, except where such cessation is consented to by the Lender;

7. Any representation or warranty by any of the CCAA Debtors herein or in any DIP Credit Documentation shall be incorrect or misleading in any material respect when made or any breach by any of the CCAA Debtors of any of the terms hereunder;

8. A Court Order is made, a liability arises or an event occurs, including any change in the business, assets, or conditions, financial or otherwise, any of the CCAA Debtors, that will in the Lender's judgment, acting reasonably, materially further impair the CCAA Debtors' financial condition, operations or ability to comply with its obligations under this Term Sheet, any DIP Credit Documentation or any Court Order or carry out a Plan or a Restructuring Option acceptable to the Lender;

9. Any material violation or breach of any Court Order by any of the Debtors;

10. Failure of the CCAA Debtors to perform or comply in any material respect with any term or covenant of this Term Sheet or any other DIP Credit Documentation;

11. Failure to maintain a cumulative net cash flow, for the CCAA Debtors on a consolidated basis which is at all times within 15% of the amounts set out in the Agreed Weekly Budget (measured weekly) and failure to provide an updated Agreed Weekly Budget, as required on a rolling basis, which shows sufficient liquidity to meet all of the projected cash requirements of the CCAA Debtors until the Maturity Date.

12. Failure to maintain a minimum level of qualified eligible accounts receivable with respect to the Revolving Credit Facility;

13. If any of senior officers cease to be senior officers of the CCAA Debtors and are not replaced with persons acceptable to the Lender;

14. Any proceeding, motion or application is commenced or filed by the CCAA Debtors, or if commenced by another party, supported or otherwise consented to by the CCAA Debtors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facilities, the DIP Lender's Charge, this Term Sheet, the CCAA stay of proceedings, any foreign court

recognition order, or any of the other DIP Credit Documentation or approval of any Plan or Restructuring Option which does not have the prior consent of the Lender;

15. Any of the CCAA Debtors become subject to a material environmental liability;

16. Any Plan is sanctioned or any Restructuring Option is consummated by any of the Debtors that is not consistent with or contravenes any provision of this Agreement or the other DIP Credit Documentation in a manner that is adverse to the interests of the Lender or would reasonably be expected to adversely affect unless the Lender has consented thereto or unless it provides for repayment in full of all DIP Obligations to the Lenders under this Agreement;

17. The failure to meet any Milestone as included in the attached Exhibit A;

18. The sale, assignment, transfer, lease, farm-out or other form of disposition of all or any part of a CCAA Debtor's property, assets or undertaking, without the prior written consent of the Lender, 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;

19. The making of any payments or distributions of any kind by any CCAA Debtor, including payments of principal or interest in respect of existing (pre-filing) debts or obligations, other than as may be permitted by an order of the CCAA Court and that does not result in an Event of Default and is provided for in the Agreed Weekly Budget;

20. The creation of or permitting to exist indebtedness (including guarantees thereof or indemnities or other financial assistance in respect thereof) by any CCAA Debtor other than (i) Pre-Filing Debt, (ii) debt contemplated by this Term Sheet; and (iii) post-filing trade payables or other post-filing unsecured obligations incurred in the ordinary course of business in accordance with the Agreed Weekly Budget and any Court Order;

21. The making of or giving any additional financial assurances by any CCAA Debtor, in the form of bonds, letters of credit, guarantees or otherwise, to any person (including, without limitation, any governmental authority);

22. The commencement, continuation or seeking CCAA Court approval of a transaction by any CCAA Debtor in respect of the sale of all or any portion of any CCAA Debtor's assets that will not repay the Lender in full, without the prior written consent of the Lender, in its sole discretion;

23. The Winfield Agreements are terminated, or any communication is received by any of the CCAA Debtors evidencing an intention to terminate any of the Winfield Agreements, for any reason; and

24. There has been no fact, circumstance, change or event (whether in respect of termination, usage, value, implementation of set off rights, or any other matter) in respect of the Winfield Agreements that, in the Lender's opinion, acting reasonably, would adversely affect the Lender, its security or interests, the Collateral or the borrowing base.

Remedies: Upon the occurrence of an Event of Default, the Lender, in its sole discretion, may, subject to the Second DIP Order and applicable law:

25. Cease to make any further advances of the DIP Facilities;

26. Terminate the DIP Facilities and declare all amounts outstanding under the DIP Facilities as immediately due and payable;

27. Apply to the Court for the appointment of a receiver, an interim receiver or a receiver and manger over the Collateral, or for the appointment of a trustee in bankruptcy of the CCAA Debtors;

28. Apply to the Court for an order, on terms satisfactory to the Monitor and the Lender, providing the Monitor with the power, in the name of and on behalf of any or all of the CCAA Debtors, to take all necessary steps in the CCAA Proceeding to realize on the Collateral;

29. Exercise the powers and rights of a secured party under the applicable federal, provincial or state legislation governing personal property security and the rights of secured creditors, including, for greater certainty, the *Personal Property Security Act* (British Columbia) or any legislation of similar effect; and

30. Exercise all such other rights and remedies available to the Lender under the DIP Credit Documentation, the Court Orders and applicable law or equity.

Lender Approvals: All consents of the Lender hereunder shall be in writing. Any consent, approval, instruction or other expression of the Lender to be delivered in writing may be delivered by any written instrument, including by way of electronic mail.

Taxes: All payments by the CCAA Debtors under this Agreement and the other DIP Credit Documentation, including any payments required to be made from and after the exercise of any remedies available to the Lender upon an Event of Default, shall be made free and clear of, 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 amount payable to the Lender under this Agreement or under any DIP Credit Documentation, the amounts so payable to the Lender shall be increased to the extent necessary to yield to the Lender on a net basis after payment of all Withholding Taxes, the amount payable under such DIP Credit Documentation at the rate or in the amount specified in such DIP Credit Documentation and the CCAA Debtors shall provide evidence satisfactory to the Lender that the Taxes have been so withheld and remitted.
Participation Rights	In consideration of the DIP Facilities, the CCAA Debtors agree that the Lender shall have the right (but not the obligation) to participate as a plan sponsor in any plan of arrangement presented, approved or supported by any CCAA Debtor in exchange for any equity or other ownership interests or rights to be issued, transferred or granted to the plan sponsor (or plan sponsors) under such plan of arrangement.
Option to Participate in Capital Markets Event	At any time from the date of this Term Sheet until the date that is six (6) months after the date that the DIP Facilities is indefeasibly repaid in full, the Lender shall have the right (but not the obligation) to participate (to a maximum of $10,000,000) in any new equity, near equity or quasi-equity investment or other capital markets event (other than project financing) in respect of CCAA Debtors (or any one of them). The CCAA Debtors acknowledge and agree that this provision shall survive the permanent and indefeasible repayment of the DIP Facilities.
Participation of Lender in SISP	Notwithstanding any of the provisions of this Term Sheet, the Lender may, at its option and on notice to the Monitor, participate as a bidder in the Sale and Investment Solicitation Process ("SISP"), however, the Lender shall not be entitled to receive the target list of buyers, information regarding the identity and number of bidders or prospective bidders participating in any such SISP, the number of bids received or the terms of any bids received or similar information in connection with the SISP that would customarily not be available to a prospective bidder participating in a SISP (the "SISP Information") until such time as the Lender provides notice to the Monitor confirming that the Lender will not, or will no longer, participate in the SISP. Upon such notice being provided to the Monitor, the Lender shall be entitled to receive the SISP Information. The Lender shall be entitled to receive SISP Information in respect of any asset subject to the SISP that the Lender declares to the Monitor that the Lender will not submit a bid for such asset in the SISP, provided that the asset is not included in a broader bid for additional assets. For greater certainty, the Lender continues to be entitled to receive all reporting and other information to which the Lender is entitled under the Term Sheet which does not include SISP Information. Notwithstanding the foregoing, the Lender's compliance officer shall be entitled to receive

information, including SISP Information, to the extent required for such compliance officer to perform its function and such compliance officer is operating behind ethical walls in accordance with industry standards. Further, notwithstanding this paragraph, whether or not the Lender has given notice to the Monitor of its intention to participate as a bidder in the SISP, the Lender shall be entitled to receive any SISP Information that is shared with any secured creditor of the CCAA Debtors that, prior to receiving such SISP Information, has advised the Monitor that such secured creditor may participate as a bidder in the SISP.

Further Assurances: The CCAA Debtors shall, at their own 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 Lender may reasonably request for the purpose of giving effect to this Term Sheet.

Entire Agreement: This Term Sheet and the DIP Credit Documentation, constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Term Sheet and any of the other DIP Credit Documentation, this Term Sheet shall prevail.

Credit Bidding: The Lender shall have the right at all times to credit bid all or any portion of the DIP Facilities in connection with any sale of shares, assets or property of the Debtors. The DIP Credit Documentation and the CCAA Order will contain provisions recognizing and confirming the ability of the Lender to credit bid for the full face value of all amounts outstanding under the DIP Facilities without discount or set-off in any sales process, auction or other disposition of the property, assets and undertaking of the CCAA Debtors in the CCAA Proceedings.

Business Days: If any payment is due on a day which is not a business day in Vancouver and New York City, such payment shall be due on the next following business day.

Amendments and Waivers: No waiver or delay on the part of the Lender in exercising any right or privilege hereunder or under any other DIP Credit Documentation will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

Assignment: The Lender may assign this Term Sheet and its rights and obligations hereunder, in whole or in part, or grant a participation in its rights and obligations hereunder to any party acceptable to the Lender in its sole and absolute discretion (subject to providing the Borrower and the Monitor with reasonable evidence that such assignee has the financial capacity to fulfill the obligations of the Lender hereunder). Neither this Agreement nor any right and obligation hereunder may be assigned by the Borrower or any of the other CCAA Debtors.

Severability: Any provision in this Agreement or in any DIP Credit 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 effecting the validity of enforceability of such provision in any other jurisdiction.

No Third Party Beneficiary: No person, other than the CCAA Debtors and the Lender, is entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

Press Releases: The CCAA Debtors shall not issue any press releases naming the Lender without its prior approval, acting reasonably, unless the CCAA Debtors are required to do so by applicable securities laws or other applicable law.

Counter Parts and Facsimile Signatures: This Agreement may be executed in any number of counterparts and delivered by e-mail, including in PDF format, 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 Agreement by signing any counterpart of it.

Notices: Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

In the case of the Lender:
Hale Capital Partners L.P.
17 State Street
Suite 3230
New York, NY 10004
United States of America

Attention: Martin Hale
Email: martin@halefunds.com

With a copy to:

Miller Thomson LLP
40 King St W Suite 5800,
Toronto, ON M5H 4A9

Attention: Kenneth Rosenstein
Email: krosenstein@millerthomson.com

In the case of the CCAA parties:

UrtheCast Corp.
1055 Canada Place, PI#33
Vancouver, British Columbia
V6C 0C3

Attention: Sai Chu
Email: schu@urthecast.com

With a copy to:

Bennett Jones LLP
666 Burrard Street, Suite 2500
V6C 2X8

Attention: Christian P. Gauthier
Email: gauthierc@bennettjones.com

In either case, with a copy to the Monitor:

EY Inc.
700 West Georgia Street
PO Box 10101
Vancouver, British Columbia
V7Y 1C7

Attention: Mike Bell
Email: mike.bell@ca.ey.com

Any such notice shall be deemed to be given and received, when received, unless received after 5:00 PM local time or on a day other than a business day, in which case the notice shall be deemed to be received the next business day.

English Language: The parties hereto confirm that this Agreement and all related documents have been drawn up in the English language at their request. *Les parties aux présentes confirment que le présent acte et tous les documents y relatifs furent rédigés en anglais à leur demande.*

Governing Law and Jurisdiction: This Agreement 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.

[Signature pages follow]

Exhibit "A" – Milestones

Event	Deadline
Issuance of Second DIP Order	September 23, 2020
Issuance of a SISP Order	October 15, 2020
Development of a Plan of Arrangement	November 30, 2020
Issuance of a Meeting Order	December 8 2021
Creditors Meeting	January 12, 2021
Plan Sanction Order	January 14, 2021
Plan Implementation	January 20, 2021

Exhibit "B" – Unpaid Obligations

Deferred Exec Payroll

		Principal	Int to Aug 30	Total
CAD	DO	78,125	22,166	100,291
CAD	SC	150,000	13,565	163,565
CAD	GT	45,833	13,005	58,838
CAD	PD	27,500	2,861	30,361
CAD	CB	18,750	1,950	20,700
CAD	CR	23,125	2,405	25,530
CAD	**Total**	**343,333**	**55,952**	**399,285**

Total owed (CAD) 989,843

Exec 2019 Bonus Owed Summary

CAD	**DG**	55,860
CAD	**PD**	44,000
CAD	**CR**	74,000
CAD	**CB**	45,000
CAD	**LW**	33,000
CAD	**LW Commissions 2019**	47,120
	Total	**298,980**

Deferred 2019 RSU/PSU

Includes Taxes $70K

	Dept	Remaining CIP
CAD	BDS	n/a
CAD	Corporate	n/a
CAD	Engineering	208,221.16
CAD	Finance	28,573.65
CAD	HR	11,849.88
CAD	IT	7,645.89
CAD	Programs	35286.86
CAD	**Grand Total**	**291,577.44**

EUR - GSA (France)	Invoices Over Due (Paid Sep 25)	Due Date	
2019 bonuses	159,465.13	Payable in Q1, 2020 (by 31 Mar 2020)	
retention bonuses	31,223.00	Payable in Q1, 2020 (by 31 Mar 2020)	
last day UVE	3,526.71	due Aug 31, 2020	
VAT august 2020		due Aug 31, 2020	
CVAE september	24,167.00	due Sep 30, 2020	
CFE solde 2020		due Sep 30, 2020	
payroll tax July	74,265.73	due July 31, 2020	used one of 3 possibilities to defer employer's portion
payroll tax July	16,137.01	due July 31, 2020	used one of 3 possibilities to defer employer's portion
payroll tax august	68,821.03	due Aug 31, 2020	used 2 of 3 possibilities to defer employer's portion
payroll tax august		due Aug 31, 2020	used 2 of 3 possibilities to defer employer's portion
training tax+ apprentice ship	17,554.52	due July 31, 2020	
construction tax		due Oct 1, 2020	
payroll tax quarter		due Oct 1, 2020 (for Q3 coverage)	
payroll tax quarter		due Oct 1, 2020 (for Q3)	
payroll september		due Sep 30, 2020	
payroll tax september		due Sep 30, 2020	
payroll tax september on bonuses		due Sep 30, 2020	

	EUR	EUR	USD @ FX 1.20
TOTAL	395,160	395,160	474,192

Employees + MT							
	Local	Rate	US $	Social costs	%	CAD $	Social Costs CAD
GSI	$72,925.37	1	$185,054.37	$5,834.03	8%	$96,261.49	$7,700.92
GEUFR	13,154.37 €	1.1	$14,469.80	$6,800.81	47%	$19,100.14	$8,977.07
GBR	BRL 12,111.26	0.18	$2,180.03	$545.01	25%	$2,877.64	$719.41
GAU	$13,827.79	0.61	$8,434.95	$843.50	10%	$11,134.14	$1,113.41
CIS	1,239.54 €	1.1	$1,363.49	$0.00	0%	$1,799.81	$0.00
Total			$212,107.40	$67,008.21		$279,981.77	$88,450.83

Payment Date August 31, 2020

ALT Retention Bonuses (US) for GSI 2020 (50% Owed)

Name	Remaining Amt Owed (USD)	Social Costs (USD)
Matthieu	19,279.50	5398.26
Vincent	18,145.50	5,080.74
Total	37,425.00	10,479.00

ALT Retention Bonuses for GSA/Europe (50% Owed)

Name	Remaining Amt Owed (€)	Social Costs (€)	Remaining Amt Owed (USD)	Social Costs (USD)
GSZ	11,345.00 €	5,445.60 €	$12,933.30	$6,207.98
CTN	8,232.50 €	3,951.60 €	$9,385.05	$4,504.82
CBN	6,023.50 €	2,891.28 €	$6,866.79	$3,296.06
CMN	5,622.00 €	2,698.56 €	$6,409.08	$3,076.36
Total	31,223.00 €	14,987.04 €	$35,594.22	$17,085.23

1.14 Euro to USD

Brasil

	Remaining Amt Owed (BRL)	Social Costs (BRL)	Remaining Amt Owed (USD)	Social Costs (USD)
GLI	20,250.00	5,062.49	$5,339.93	$1,334.98
Total			$5,339.93	$1,334.98

0.2637 BRL to USD

AUS

	Remaining Amt Owed ($)	Social Costs ($)	Remaining Amt Owed (USD)	Social Costs (USD)
JCS	12,941.50	1,294.15	$10,168.14	$1,016.81
Total			$10,168.14	$1,016.81

Total owed (USD) 774,826.84

HCP-FVL, LLC

Per: ______________________________
Name: Martin Hale Jr.
Title: Authorized Signatory
I have the authority to bind the corporation

URTHECAST CORP.

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

1185729 B.C. LTD.

DocuSigned by:
Sai Chu
CEA792D37F72432...

Per: ______________________________
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

1185781 B.C. LTD.

DocuSigned by:
Sai Chu
CEA792D37F72432...

Per: ____________________________________
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

URTHECAST INTERNATIONAL CORP.

DocuSigned by:

Per: Sai Chu

CEA792D37F72432...

Name: Sai Chu

Title: Authorized Signatory

I have the authority to bind the corporation

GEOSYS HOLDING, ULC

DocuSigned by:

Sai Chu

CEA792D37F72432...

Per: ______________________________
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

URTHEDAILY CORP.

DocuSigned by:
Sai Chu
CEA792D37F72432...

Per: ______________________
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

GEOSYS EUROPE SARL

DocuSigned by:

Sai Chu

CEA792D37F72432...

Per: ______________________________

Name: Sai Chu

Title: Authorized Signatory

I have the authority to bind the corporation

URTHECAST USA INC.

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

GEOSYS-INT'L, INC.

DocuSigned by:

Per: Sai Chu

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

DEIMOS IMAGING S.L.U.

DocuSigned by:
Sai Chu
CEA792D37F72432...

Per: ______________________________
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

GEOSYS AUSTRALIA PTY

DocuSigned by:
Sai Chu
CEA792D37F72432...

Per: ______________________________
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
CEA792D37F72432...

Per: ______________________________
Name: Sai Chu
Title: Authorized Signatory
I have the authority to bind the corporation

URTHECAST HOLDINGS (MALTA) LIMITED

DocuSigned by:

Per: Sai Chu

CEA792D37F72432...

Name: Sai Chu

Title: Authorized Signatory

I have the authority to bind the corporation

URTHECAST IMAGING S.L.U.

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

I have the authority to bind the corporation

URTHECAST INVESTMENTS (MALTA) LIMITED

DocuSigned by:

Per: Sai Chu

CEA792D37F72432...

Name: Sai Chu

Title: Authorized Signatory

I have the authority to bind the corporation

This is **Exhibit "B"** referred to in the Affidavit of Sai Chu affirmed before me at Vancouver, B.C., on this 23rd day of September, 2020.

____

A Commissioner for taking Affidavits within British Columbia

ALEXANDRA ANDRISOI
Barrister & Solicitor
BENNETT JONES LLP
2500 PARK PLACE - 666 BURRARD STREET
VANCOUVER, B.C. V6C 2X8
TEL: 604.891.5154 FAX: 604.891.5100

Clerk's Stamp:

JUDICIAL CENTRE OF CALGARY
FILED
May 28, 2020
54164
by Email
CLERK OF THE COURT

COURT FILE NUMBER	2001 06423
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF	**CALGARY**
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ENTREC CORPORATION, CAPSTAN HAULING LTD., ENTREC ALBERTA LTD., ENT CAPITAL CORP., ENTREC CRANES & HEAVY HAUL INC., ENTREC HOLDINGS INC., ENT OILFIELD GROUP LTD. and ENTREC SERVICES LTD.
DOCUMENT	**AMENDED AND RESTATED CCAA INITIAL ORDER**
CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	MILLER THOMSON LLP Barristers and Solicitors 2700, Commerce Place 10155-102 Street Edmonton, AB, Canada T5J 4G8 Phone: 780.429.1751 Fax: 780.424.5866 Lawyer's Name: Rick T.G. Reeson, Q.C. / Asim Iqbal / Bryan A. Hosking Lawyer's E-mail: rreeson@millerthomson.com / aiqbal@millerthomson.com / bhosking@millerthomson.com

DATE ON WHICH ORDER WAS PRONOUNCED:	May 15, 2020
NAME OF JUSTICE WHO MADE THIS ORDER:	**B.E. Romaine**
LOCATION OF HEARING:	Calgary, Alberta

UPON the application of ENTREC Corporation, Capstan Hauling Ltd., ENTREC Alberta Ltd., ENT Capital Corp., ENTREC Cranes & Heavy Haul Inc., ENTREC Holdings Inc., ENT Oilfield Group Ltd. and ENTREC Services Ltd. (collectively, the "**Applicants**"); **AND UPON** having read the Originating Application, the Affidavit of John Stevens sworn May 14, 2020 (the "**First Stevens Affidavit**"), filed, the Affidavit of John Stevens sworn May 21, 2020 (the "**Second Stevens Affidavit**"), filed, the Affidavit of Service of Clarice Sheck, filed, the Initial Order (the "**Initial Order**") of this Court dated May 15, 2020 (the "**Initial Filing Date**"); **AND UPON** reading the consent of Alvarez & Marsal Canada Inc. ("**A&M**") to act as Monitor of the Applicants (in such capacity, the "**Monitor**"); **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application; **AND UPON** being advised that Wells Fargo Capital Finance Corporation Canada ("**Wells Fargo**"), as agent for itself and a syndicate of lenders (collectively, the "**Syndicate**") consents to the within Order pursuant to the terms of the Restructuring Support Agreement, a partially redacted copy of which is attached as **Exhibit "U"** to the First Stevens Affidavit (the "**RSA**"); **AND UPON** hearing counsel for the Applicants, counsel for Wells Fargo, counsel for the Monitor and counsel for TBK Bank, SSB; **AND UPON** reading the Pre-Filling Report of A&M dated May 14, 2020; **AND UPON** reading the First Report of the Monitor dated May 21, 2020;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPLICATION

2. The Applicants are companies to which the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") applies.

PLAN OF ARRANGEMENT

3. Subject to the terms of the RSA, the Applicants 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 (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. Subject to the terms of the RSA, the Applicants shall:

   (a) 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**");

   (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property; and

   (c) 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 the Applicants deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. Subject solely to paragraph 6 and no other provision of this Order, the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Stevens Affidavit or replace it with another substantially similar central cash management system acceptable to the Syndicate (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 Applicants 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 Applicants, 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.

6. Notwithstanding any other term of this Order, the Applicants are authorized and directed to utilize the Payroll Relief (as defined in the Stevens Affidavit) in accordance with and solely for the purposes authorized by the *Coronavirus Aid, Relief, and Economic Security*

Act (United States). Disbursements of the Payroll Relief shall be subject to the oversight of the Monitor. The Monitor will provide such reporting to the Syndicate with respect to the Payroll Relief in accordance with the terms of the RSA.

7. To the extent permitted by law and subject to and in accordance with the terms of the RSA, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after the Initial Filing Date:

   (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

   (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the Initial Filing Date; and

   (c) with the consent of the Monitor, obligations owing for goods and services supplied to the Applicants prior to the Initial Filing Date if, in the opinion of the Applicants after consultation with the Monitor, the supplier or vendor of such goods or services is necessary for the operation or preservation of the Business or Property, provided that such payments shall not exceed $750,000 in the aggregate without prior authorization of this Court.

8. Except as otherwise provided to the contrary herein and subject to the terms of the RSA, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

   (a) all expenses and capital expenditures reasonably 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; and

   (b) payment for goods or services actually supplied to the Applicants following the Initial Filing Date.

9. The Applicants shall 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 that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance,

(ii) Canada Pension Plan, and

(iv) income taxes,

but only where such statutory deemed trust amounts arise after the Initial Filing Date, or are not required to be remitted until after the Initial Filing Date, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the Initial Filing Date but not required to be remitted until on or after the Initial Filing 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 realty, municipal business 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 and that are attributable to or in respect of the carrying on of the Business by the Applicants.

10. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may 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 by the Applicants from time to time for the period commencing from and including the Initial Filing Date ("**Rent**"), but shall not pay any rent in arrears.

11. Except as specifically permitted in this Order and subject to the terms of the RSA, the Applicants 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 Applicants to any of its creditors as of the Initial Filing Date;

(b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property;

(c) not to grant credit or incur liabilities except in the ordinary course of the Business; and

(d) to make all payments of principal, interest, fees and expenses to Wells Fargo under the RSA.

RESTRUCTURING

12. The Applicants shall, subject to the consent of Wells Fargo and such requirements as are imposed by the CCAA and the terms of the RSA, have the right to:

(a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding $1,100,000 in any one transaction or $5,000,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to any of the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

(b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicants and such employee;

(c) disclaim, in whole or in part, with the prior consent of the Monitor or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and

(d) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or sale transaction,

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

13. The Applicants shall provide each of the relevant landlords with notice of the Applicants' 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. If the landlord disputes the Applicants' 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, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants disclaim the lease governing such leased premises in accordance with section 32 of the CCAA, the Applicants shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

14. If a notice of disclaimer is delivered pursuant to section 32 of the CCAA, then:

    (a) during the notice 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 Applicants and the Monitor 24 hours' prior written notice; and

    (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the applicable Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants and Monitor of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

15. Until and including August 7, 2020, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall

be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

16. Wells Fargo is an unaffected creditor in these CCAA proceedings and is not subject to the stay of proceedings or other limitations of creditors rights herein ordered. Nothing in this Order shall prevent Wells Fargo from, on prior notice to the Applicants, the Monitor and the Service List, enforcing its security under or in connection with the ABL Facility (as defined in the Stevens Affidavit) (the "**Syndicate Security**") against the Property of the Applicants.

NO EXERCISE OF RIGHTS OR REMEDIES

17. Subject to paragraphs 5 and 16 of this Order, 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**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

(a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;

(b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;

(c) prevent the filing of any registration to preserve or perfect a security interest;

(d) prevent the registration of a claim for lien; or

(e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.

18. Nothing in this Order shall prevent any party from taking an action against one or more of the Applicants where such an action must be taken in order to comply with statutory time

limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor, the Applicants and Wells Fargo forthwith.

NO INTERFERENCE WITH RIGHTS

19. Subject to paragraphs 5 and 16 of this Order, during the Stay Period, no person shall accelerate, suspend, 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 Applicants (or any one Applicant), except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. Subject to paragraphs 5 and 16 of this Order, during the Stay Period, all Persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with the Applicants, including without limitation all computer software, communication, cloud computing and other data services, centralized banking services, payroll services, repair and maintenance services, utility wire-lifting services, parts suppliers, fuel providers, insurance, transportation services and permit providers, utility or other services to the Business or the Applicants

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of the applicable Applicant's current premises, telephone numbers, facsimile numbers, internet addresses, cloud data storage and domain names, provided in each case that the usual prices or charges for all such goods or services received after the Initial Filing Date are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Initial Filing Date, nor shall any person, other than the Interim Lender (as defined herein) where applicable, be under any obligation on or after the Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 17 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the Initial Filing Date and that relates to any obligations of the Applicants 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 Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

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

24. The directors and officers of each of the Applicants 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 $1,500,000, as security for the indemnity provided in paragraph 23 of this Order. The Directors' Charge shall have the priority set out in paragraphs 40 and 42 herein.

25. 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 Applicants' 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 23 of this Order.

APPOINTMENT OF MONITOR

26. A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their respective shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants 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.

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

(a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;

(b) assist the Applicants and their counsel in the development of a sale and investment solitication process;

(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 and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;

(d) assist the Applicants, to the extent required by the Applicants, in its dissemination to the Interim Lender and its counsel, financial and other information as contemplated in the RSA;

(e) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its financial advisors and counsel on a periodic basis in accordance with the terms of the RSA;

(f) advise the Applicants in its development of the Plan and any amendments to the Plan;

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

(h) 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 Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;

(i) be at liberty to engage independent legal counsel, noticing agents 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;

(j) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and

(k) perform such other duties as are required by this Order or by this Court from time to time.

28. 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 maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, 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 or waste or other contamination, provided however that this Order does not exempt the Monitor from

any duty to report or make disclosure imposed by applicable environmental legislation or regulation. 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 federal or provincial environmental legislation.

29. The Monitor shall provide any creditor of the Applicants, including the Interim Lender, with information provided by the Applicants 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 Applicants is 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 Applicants may agree.

30. 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 protections afforded the Monitor by the CCAA or any applicable legislation.

31. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in accordance with such parties' retainer agreements, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

32. The Monitor and its legal counsel shall pass their accounts from time to time.

33. Canadian and US counsel to each of the Monitor, the Applicants and the Applicants' board of directors (the "**Administration Professionals**"), as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**")

on the Property, which charge shall not exceed an aggregate amount of $750,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Administration Professionals, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 40 and 42 hereof.

INTERIM FINANCING

34. The Applicants are hereby authorized and empowered to obtain and borrow under a revolving credit facility from the Syndicate (the "**Interim Lender**") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed $30,000,000 unless permitted by further order of this Court.

35. Such credit facility shall be on the terms and subject to the conditions set forth in the RSA and the Definitive Documents (as defined herein).

36. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, including the RSA, the "**Definitive Documents**"), as contemplated by the RSA or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants 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 Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property to secure all obligations under the Definitive Documents incurred on or after the Initial Filing Date which charge shall not exceed the aggregate amount advanced on or after the Initial Filing Date under the Definitive Documents. The Interim Lender's Charge shall not secure any obligation existing before the Initial Filing Date. The Interim Lender's Charge shall have the priority set out in paragraphs 40 and 42 hereof, *provided that*, the Interim Lender's Charge shall not rank in priority to the encumbrances listed in Schedule "A" hereto and such other encumbrances in respect of which Wells Fargo has contractually agreed to subordinate the priority of the Syndicate Security relative to such encumbrances (the "**Carve Out**").

38. 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 the Definitive Documents or the Interim Lender's Charge, the Interim Lender may, subject to the provisions of the Definitive Documents with respect to the giving of notice, and in accordance with the Definitive Documents and the Interim Lender's Charge, as applicable, exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices; provided that the Interim Lender must apply to this Court on five (5) business days' prior written notice (which may include the service of materials in connection with such an application to this Court, which period may run contemporaneously with any notice required pursuant to the RSA) to the Service List, solely to enforce against or exercise any other rights and remedies with respect to any Applicant or any of the Property, 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 Applicants and for the appointment of a trustee in bankruptcy of any Applicant; 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 Applicants or the Property.

39. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants 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

40. The priorities of the the Administration Charge, the Directors' Charge, the KERP/KEIP Charge, the Sales Agent Charge and the Interim Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $750,000);

Second – Directors' Charge (to the maximum amount of $1,500,000);

Third – KERP/KEIP Charge (to a maximum of $1,500,000);

Fourth – Sales Agent Charge (as defined in the Order of this Court dated May 25, 2020 granted in these proceedings) (to maximum of $1,000,000); and

Fifth – Interim Lender's Charge (subect to the Carve Out).

41. The filing, registration or perfection of the Directors' Charge, the Administration Charge, the KERP/KEIP Charge, the Sales Agent Charge or the Interim Lender's Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

42. Each of the Administration Charge, the Directors' Charge, the KERP/KEIP Charge, the Sales Agent Charge and the Interim Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person; *provided that*, the Interim Lender's Charge shall be subject to the Carve Out.

43. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtains the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Administration Charge, the Directors' Charge, the KERP/KEIP Charge and the Sales Agent Charge (collectively, the "**Chargees**"), or further order of this Court.

44. The Administration Charge, the Directors' Charge, the KERP/KEIP Charge, the Sales Agent Charge, the Definitive Documents and the Interim Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to 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, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the Definitive Documents, shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which it is a party;

(ii) 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, the Applicants entering into the Definitive Documents or the execution, delivery or performance of the Definitive Documents; and

(iii) the payments made by the Applicants pursuant to this Order, including 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.

ALLOCATION

45. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Administration Charge, the Directors' Charge, the KERP/KEIP Charge, the Sales Agent Charge and the Interim Lender's Charge amongst the various assets comprising the Property.

SERVICE AND NOTICE

46. The Monitor shall (i) without delay, publish in the *Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the Initial Filing 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 any Applicant of more than $1,000 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.

47. The Monitor shall establish a case website in respect of the within proceedings at: http://www.alvarezandmarsal.com/entrec (the "**Monitor's Website**").

48. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Applicants and the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission, a request to be added to the 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 the Monitor's Website.

49. 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 counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's Website.

50. The Applicants and, where applicable, 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 Applicants' creditors or other interested parties at their respective addresses last shown on the records of the Applicants and that any such

service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next businesss day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

51. Service or distribution in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 8100-2-175 (SOR/DORS).

GENERAL

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

53. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

54. 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 Applicants, the Business or the Property.

55. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order. 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 of Canada, including but not limited to acting as the foreign representative of the Applicants to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the United States Bankruptcy

Code, as amended, and to act as foreign representative in respect of any such proceedings and ancillary relief in respect thereto, and to take such other steps as may be authorized by the Court.

56. Each of the Applicants and the Monitor 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 that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

57. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice 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.

58. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Daylight Time on the date of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

LIST OF COLLATERAL SUBJECT TO
CARVE OUT WITH RESPECT TO INTERIM LENDER'S CHARGE

1. **ENTREC Corporation**

Ref. No.	Secured Party(ies)	Debtor(s)	Assets
1.	Element Fleet Management Inc.	ENTREC Corporation Capstan Hauling Ltd.	1FT8W3BT9GEB63754 - 2016 FORD F350 XLT 4X4 CREW 1FT8W3BT0GEB63755 - 2016 FORD F350 XLT 4X4 CREW 1FT8W3BT2GEB63756 - 2016 FORD F350 XLT 4X4 CREW 1FT8W3BT4GEB63757 - 2016 FORD F350 4X4 XLT CREW 1FT8W3BT0GEB65330 - 2016 FORD F350 XLT 4X4 CREW 1FT8W3BT4GEB65332 - 2016 FORD F350 XLT 4X4 CREW 1FTFW1EG1JKE41212 - 2018 FORD F150 XLT 4x4 SUPERCREW 1FTFW1EG3JKE41213 - 2018 FORD F150 XLT 4x4 SUPERCREW 1FTFW1EG5JKE41214 - 2018 FORD F150 XLT 4x4 SUPERCREW 1FTFW1EG7JKE41215 - 2018 FORD F150 XLT 4x4 SUPERCREW 1FT7W2B62KEC37587 - 2019 FORD F250 XLT 4X4 SD CREW CAB 1FT7W2B67KEC37584 - 2019 FORD F250 XLT 4X4 SD CREW CAB 1FT7W2B69KEC37585 - 2019 FORD F250 XLT 4X4 SD CREW CAB 1FT7W2B60KEC37586 - 2019 FORD F250 XLT 4X4 SD CREW CAB 1FT8W4DT0KEC37588 - 2019 FORD F450 XLT 4X4 SD CREW CAB 1FT8W4DT2KEC37589 - 2019 FORD F450 XLT 4X4 SD CREW CAB

Ref. No.	Secured Party(ies)	Debtor(s)	Assets
2.	Wells Fargo Equipment Finance Company	ENTREC Corporation	All photocopiers, multifunction devices, printers, production printers, fax machines, projectors, video conferencing, interactive whiteboards, servers, and software manufactured, distributed, or sold by Ricoh Canada Inc. which are financed by the Secured Party
3.	Emkay Canada Leasing Corporation	ENTREC Corporation	3C6UD5DLXCG111248 2012 DODGE 2500 CREW 3C6UD5DL7CG232934 2012 DODGE 2500 CREW 3C63D3HL2CG271330 2012 DODGE RAM 3500 1FD0W5HT6CEC59007 2012 FORD F550 CHASS 1FD0W5HT7CED02091 2012 FORD F550 CHASS 1FD0W5HT6CEC52106 2012 FORD F550 CHASS
4.	Edmonton Kenworth Ltd	ENTREC Corporation Capstan Hauling Ltd.	1XKCP4TX4FR974243 2015 KENWORTH C500 MV 1XKCP4TX6FR974244 2015 KENWORTH C500 1NKCX4TX0FR975867 2015 KENWORTH C500 1XKDD40X2JJ993785 2018 KENWORTH T800 C/W 2015 MANITEX 4596T CRANE, S/N: 216786 C/W 2015 MANITEX 4596T CRANE, S/N: 216788 C/W 2015 WELDCO WHL45TC100 CRANE, S/N: 3W55523-1 C/W 2018 TULSA RN65 WINCH, S/N: 20-0791-00010
5.	Edmonton Kenworth Ltd	ENT Oilfield Group Ltd. ENTREC Corporation	1NKCX4TX8KR945722 2019 KENWORTH C500 1NKCX4TX0FR975867 2015 KENWORTH C500 C/W WELDCO WHL45TC100 CRANE S/N: 3W57815-1 AND CRANE BOOM S/N: 3W57765-1 C/W WELDCO WHL45TC100 CRANE, S/N: 3W55523-1

Ref. No.	Secured Party(ies)	Debtor(s)	Assets
6.	Mi-Jack Canada, Inc.	ENTREC Corporation	Rental of 2015 Broderson Model IC-400-3A Serial #15560400
7.	Equipment Sales & Services Limited	ENTREC Corporation ENTREC Services Ltd. ENTREC Cranes & Heavy Haul Inc.	1F9T2K96XKL028158 2019 Link-Belt HTC 86110 1N9G62A38K1012248 2019 Nelson CBC-30RT BOOM DOLY 1F9T2K968KL028157 2019 Link-Belt HTC 86110 1N9G62A3XK1012249 2019 Nelson CBC-30RT BOOM DOLY
8.	Myshak Equipment Ltd.	ENTREC Corporation	WG0PST069D0061030 2013 GOLDHOFER PST/SL-E6 SPMT WG0PST069D0061031 2013 GOLDHOFER PST/SL-E6 SPMT WG0PST069D0061032 2013 GOLDHOFER PST/SL-E6 SPMT WG0PST069D0061033 2013 GOLDHOFER PST/SL-E6 SPMT 2 X SPMT POWER PACKS

2. **ENT Oilfield Group Ltd.**

Ref. No.	Secured Party(ies)	Debtor(s)	Assets
1.	Edmonton Kenworth Ltd	ENT Oilfield Group Ltd.	1NKCX4TX8KR945722 2019 KENWORTH C500
			1NKCX4TX0FR975867 2015 KENWORTH C500
		ENTREC Corporation	C/W WELDCO WHL45TC100 CRANE S/N: 3W57815-1 AND CRANE BOOM S/N: 3W57765-1
			C/W WELDCO WHL45TC100 CRANE, S/N: 3W55523-1

3. **Capstan Hauling Ltd.**

Ref. No.	Secured Party(ies)	Debtor(s)	Assets
1.	Element Fleet Management Inc.	ENTREC Corporation	1FT8W3BT9GEB63754 - 2016 FORD F350 XLT 4X4 CREW
			1FT8W3BT0GEB63755 - 2016 FORD F350 XLT 4X4 CREW
		Capstan Hauling Ltd.	1FT8W3BT2GEB63756 - 2016 FORD F350 XLT 4X4 CREW
			1FT8W3BT4GEB63757 - 2016 FORD F350 4X4 XLT CREW
			1FT8W3BT0GEB65330 - 2016 FORD F350 XLT 4X4 CREW
			1FT8W3BT4GEB65332 - 2016 FORD F350 XLT 4X4 CREW
			1FTFW1EG1JKE41212 - 2018 FORD F150 XLT 4x4 SUPERCREW
			1FTFW1EG3JKE41213 - 2018 FORD F150 XLT 4x4 SUPERCREW
			1FTFW1EG5JKE41214 - 2018 FORD F150 XLT 4x4 SUPERCREW
			1FTFW1EG7JKE41215 - 2018 FORD F150 XLT 4x4 SUPERCREW

Ref. No.	Secured Party(ies)	Debtor(s)	Assets
			1FT7W2B62KEC37587 - 2019 FORD F250 XLT 4X4 SD CREW CAB 1FT7W2B67KEC37584 - 2019 FORD F250 XLT 4X4 SD CREW CAB 1FT7W2B69KEC37585 - 2019 FORD F250 XLT 4X4 SD CREW CAB 1FT7W2B60KEC37586 - 2019 FORD F250 XLT 4X4 SD CREW CAB 1FT8W4DT0KEC37588 - 2019 FORD F450 XLT 4X4 SD CREW CAB 1FT8W4DT2KEC37589 - 2019 FORD F450 XLT 4X4 SD CREW CAB
2.	Edmonton Kenworth Ltd	ENTREC Corporation Capstan Hauling Ltd.	1XKCP4TX4FR974243 2015 KENWORTH C500 MV 1XKCP4TX6FR974244 2015 KENWORTH C500 1NKCX4TX0FR975867 2015 KENWORTH C500 1XKDD40X2JJ993785 2018 KENWORTH T800 C/W 2015 MANITEX 4596T CRANE, S/N: 216786 C/W 2015 MANITEX 4596T CRANE, S/N: 216788 C/W 2015 WELDCO WHL45TC100 CRANE, S/N: 3W55523-1 C/W 2018 TULSA RN65 WINCH, S/N: 20-0791-00010
3.	Meridian Onecap Credit Corp.	Capstan Hauling Ltd.	Computer hardware leased to the Debtor by the Secured Party

4. **Entrec Crane & Heavy Haul Inc.**[1]

Ref. No.	Secured Party(ies)	Debtor(s)	Assets
1.	Liftsource Machinery, Ltd.	ENTREC Cranes And Heavy Haul, Inc.	2014 GROVE MODEL GMK5250L HYDRAULIC ALL TERRAIN CRANE WITH SERIAL NUMBER 52505005 AND VIN: W09250550EWG12005
2.	Equipment Sales & Services Limited or TBK Bank, SSB (as applicable)	ENTREC Corporation ENTREC Services Ltd. ENTREC Cranes & Heavy Haul Inc.	1F9T2K96XKL028158 2019 Link-Belt HTC 86110 1N9G62A38K1012248 2019 Nelson CBC-30RT BOOM DOLY 1F9T2K968KL028157 2019 Link-Belt HTC 86110 1N9G62A3XK1012249 2019 Nelson CBC-30RT BOOM DOLY

5. **ENTREC Services Ltd.**

Ref. No.	Secured Party(ies)	Debtor(s)	Assets
1.	Equipment Sales & Services Limited or TBK Bank, SSB (as applicable)	ENTREC Corporation ENTREC Services Ltd. ENTREC Cranes & Heavy Haul Inc.	1F9T2K96XKL028158 2019 Link-Belt HTC 86110 1N9G62A38K1012248 2019 Nelson CBC-30RT BOOM DOLY 1F9T2K968KL028157 2019 Link-Belt HTC 86110 1N9G62A3XK1012249 2019 Nelson CBC-30RT BOOM DOLY

[1] Note: Element registration removed as it is **not** against Entrec Crane & Heavy Haul Inc. – it is against the discontinued corporation Entrec Cranes & Heavy Haul (Western) Ltd.