NO. S-S208894
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 THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c.57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE OR 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"

SIXTH REPORT OF THE MONITOR

ERNST & YOUNG INC.

January 5, 2021

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SIXTH REPORT OF THE MONITOR

INTRODUCTION

1. On September 4, 2020 (the "**Filing Date**") this Honourable Court granted UrtheCast Corp. ("**UrtheCast**"), 1185729 B.C. Ltd. ("**729 BC**"), UrtheCast International Corp., UrtheCast USA Inc., 1185781 B.C. Ltd. ("**781 BC**"), Deimos Imaging S.L.U., DOT Imaging S.L.U., Geosys Australia PTY Ltd., Geosys do Brasil Sistemas de Informacao Agricolas Ltda., Geosys Europe Sarl, Geosys Holding, ULC (was Geosys Technology Holding LLC), Geosys-Int'l, Inc., Geosys S.A.S. "**Geosys SAS**", UrtheCast Holdings (Malta) Limited, UrtheCast Imaging S.L.U., UrtheCast Investments (Malta) Limited, UrtheDaily Corp., (collectively, the "**UrtheCast Group**" or the "**Petitioners**"), relief under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**").

2. The initial Order (the "**Initial Order**"), *inter alia*:

    a) appointed Ernst & Young Inc. ("**EY**") as monitor of the Petitioners (the "**Monitor**") in these CCAA proceedings (the "**CCAA Proceedings**"); and

    b) granted a "**Stay of Proceedings**" to September 14, 2020 (the "**Stay Period**").

3. On September 14, 2020, this Honourable Court granted an order which amended and revised the Initial Order (the "**Amended and Restated Order**" or the "**ARIO**") to among other things:

    a) extend the Stay Period to October 2, 2020 (the "**First Stay Extension"**); and

    b) approve the 126 DIP Commitment Letter (term defined below) and the Interim Lender's Charge (term defined below) of USD $1 million.

4. On September 23, 2020, this Honourable Court granted an order which further revised to ARIO to, among other things, approve a second DIP facility (the "**Hale DIP Term Sheet**") and corresponding DIP charge of in the amount of USD $5,000,000.

5. On October 2, 2020, this Honourable Court granted an order that, among other things:

a) extended the stay of proceedings to December 18, 2020 (the "**Second Stay Extension**"); and

b) authorized UrtheCast Corp. to act as the Foreign Representative in any recognition proceedings related to the within CCAA proceedings.

6. On October 16, 2020, this Honourable Court granted an order (the "**October 16 Order**") which further amended the ARIO to among other things approve a third DIP facility (the "**Antarctica DIP**") and corresponding DIP charge of $3,548,000. In addition, the order limited the quantum of the DIP charge associated with the Hale DIP Term Sheet as described below.

7. On October 16, 2020, this Honourable Court also granted an order approving a sale and investment solicitation process ("**SISP**") which included a stalking horse offer for certain of the petitioner's assets (the "**Antarctica Stalking Horse Offer**") and a charge for the break fee associated and expense reimbursement with the Stalking Horse Offer.

8. At the October 16, 2020 hearing, Hale Capital Partners ("**Hale**") opposed the relief sought by the Petitioners.

9. On November 5, 2020, the Petitioners received a letter from counsel to Hale enclosing a Notice of Application for Leave to Appeal the October 16 Order and a stay pending the hearing of the appeal (the "**Hale Appeal**"). The primary basis of the Hale Appeal is that this Honourable Court did not have the jurisdiction to grant certain terms of the October 16 Order and Hale is seeking to set aside the October 16 Order on that basis.

10. On December 7, 2020, Hale served upon the Service List its Notice of Motion for leave to appeal and its Motion Book. A hearing for the Leave to Appeal was scheduled with the

British Columbia Court of Appeal (the "**BCCA**") for December 22, 2020 but ultimately adjourned (discussed further below).

11. On December 10, 2020, this Honourable Court granted an order that, among other things, extended the stay of proceedings to January 7, 2021 (the "**Third Stay Extension**") and approved certain amendments to the Antarctica DIP with respect to the timing of advances to be made thereunder.

12. A more fulsome introduction and timeline of events resulting in the within proceedings is provided in the Proposed Monitor's Report dated September 3, 2020 (the "**Proposed Monitor's Report**"). In addition to the Proposed Monitor's Report, the Monitor has filed five (5) reports in these proceedings; the First Report of the Monitor (the "**First Report**") dated September 10, 2020, the Second Report of the Monitor (the "**Second Report**") dated September 23, 2020, the Third Report of the Monitor (the "**Third Report**") dated October 1, 2020, the Fourth Report of the Monitor (the "**Fourth Report**") dated October 16, 2020 and the Fifth Report of the Monitor (the "**Fifth Report**") dated December 9, 2020.

13. Pursuant to the October 16 Order, the Court has granted the following "**Charges**" that rank in the following order:

    a) an Administration Charge in the amount of $500,000 in favor of legal counsel for the UrtheCast Group, the Monitor, and independent counsel to the Monitor, as security for professional fees and disbursements incurred both before and after the making of the Initial Order in respect of the within proceedings;

    b) the Hale Interim Lender's Charge as described in the October 16 Order;

    c) the Interim Lender's Charge pari passu with the Antarctica Interim Lender's Charge up to the amounts specified in paragraph 51 of the October 16 Order;

    d) the Antarctica Interim Lender's Charge of $3,648,000;

e) the Directors' Charge up to a maximum of $350,000 as security for an indemnity provided by the Petitioners to its directors and officers as described in the Proposed Monitor's Report and the Revised Amended and Restated Initial Order;

f) the Break Fee and Expense Reimbursement Charge; and

g) the Intercompany Charge as described in the First Report and the Third Amended and Restated Initial Order.

14. The Monitor has established a website at www.ey.com/ca/urthecast (the "**Monitor's Website**"). All court documents and certain other documents will be posted on the Monitor's Website.

15. On December 29, 2020, the Petitioners filed a motion with this Honourable Court (the "**December 29 Motion**") in which they seek various relief of this Honourable Court including the approval of two assets purchase agreements ("**APA**") to complete the restructuring efforts undertaken in these proceedings. The purpose of the "**Sixth Report**" of the Monitor is to provide this Honourable Court with information on the following:

a) condensed background information on the Petitioners;

b) a summary and results the SISP;

c) information on the status of foreign insolvency proceedings commenced in respect of the Urthecast Group;

d) the Stalking Horse APA (defined below) and ancillary relief sought thereto with EarthDaily Holdings, LP, EarthDaily Canada Holdings Corp., and EarthDaily Canada Limited Partnership (collectively, the "**Stalking Horse Purchasers**") all of which are newly formed subsidiaries of Antarctica Infrastructure Partners, LLC ("**Antarctica**" or the "**Stalking Horse Purchasers**");

e) the SAR APA (defined below) with 1262743 B.C. Ltd. (the "**SAR Purchaser**")

f) the Sixth Cash Flow Projection;

g) the request for an extension to the stay of proceedings;

h) other relief sought; and

i) the Monitor's recommendations.

16. The Sixth Report should be read in conjunction with Petitioners' application for orders approving the Stalking Horse APA and the SAR APA filed on December 29, 2020, the supporting affidavit of Sai Chu sworn on the same day (the "**7th Chu Affidavit**"), and the affidavit of Dave Gebhardt, sworn January 5, 2021,in support of the relief sought by the Petitioners, the supporting affidavits of Benoit Mourot of Land O'Lakes, Richard Sundal of Land O'Lakes and Anastasia Markaroff of Baker McKenzie all sworn on January 4, 2021 in support of Land O' Lakes Inc.'s ("**Land O'Lakes**") opposition of the proposed assignment of the Land O'Lakes Agreements (defined below) sought by the Petitioners.

TERMS OF REFERENCE

17. In preparing this Sixth Report and making the comments herein, the Monitor has been provided with, has herein relied upon, unaudited financial information, books, records and financial information prepared by the Petitioners, discussions with certain management of the Petitioners ("**Management**"), and information from other third party sources (collectively, the "**Information**"). Except as described in this Sixth Report in respect of the Cash Flow Forecast:

a) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information; and

b) some of the information referred to in this Sixth Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the *Chartered Professional Accountants Canada Handbook*, has not been performed.

18. Future oriented financial or other information referred to in this Sixth Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not readily and currently ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be material.

19. Unless otherwise indicated, the Monitor's understanding of factual matters expressed in this Sixth Report concerning the Petitioners and their business is based on the Information, and not independent factual determinations made by the Monitor.

20. All capitalized terms used herein that are undefined have the meanings ascribed thereto in the Proposed Monitor's Report, the First Report, the Second Report, the Third Report, the Fourth Report, the Fifth Report, the Third Revised Amended and Restated Initial Order, the 7th Chu Affidavit, the Stalking Horse APA or the SAR APA.

21. Unless otherwise stated all monetary amounts contained herein are expressed in Canadian Dollars.

CONDENSED BACKGROUND INFORMATION

22. UrtheCast is the overall corporate parent of the UrtheCast Group of companies. It is a public entity listed on the Toronto Stock Exchange under the ticker symbol "UR" and it maintains its Corporate head office in Vancouver, British Columbia.

23. A copy of UrtheCast's organization chart prepared by management was attached to the Proposed Monitor's Report as Appendix "B" and is re-attached hereto as **Appendix "A"**.

24. The UrtheCast Group is a vertically integrated company that provides satellite imaging, data services and geoanalytics through subsidiaries incorporated in the United States, Spain, France, Australia, Switzerland, Brazil, Russia, Barbados and Malta.

25. UrtheCast financed its operations by way of equity, secured debt and unsecured debt including loans from the Federal Government. One such loan was provided by the Strategic Aerospace and Defence Initiative ("**SADI**"). The Petitioners currently owe approximately $11.7 million pursuant to a loan agreement between the Petitioners and SADI (the "**SADI Loan Agreement**") which allows for further availability up to $40 million from the Strategic Innovative Fund ("**SIF**") administered by the Government of Canada.

26. The UrtheCast Group's primary tangible assets consist of:

    a) two (2) earth observation ("**EO**") satellites that are currently deployed in outer space known as the Deimos-1 and Deimos-2 satellites (the "**Deimos Satellites**"); and

    b) two EO sensors and related equipment currently installed aboard the Russian module of the International Space Station (the "**ISS Cameras**", and collectively with the Deimos Satellites, the "**Orbital Assets**").

27. The Deimos Satellites are owned within UrtheCast Spain which is incorporated under the laws of Spain and are encumbered by a senior secured loan payable to Banco de Sabadell,

S.A. pursuant to a Spanish loan agreement dated December 11, 2015, between Banco de Sabadell, S.A. and UrtheCast Imaging, S.L.U. (the "**Sabadell Term Loan**"). The current amount owing under the Sabadell Term Loan is approximately CAD $23,000,000.

28. Additionally, in January 2019, UrtheCast acquired an operating unit called Geosys (the "**Geosys Acquisition Transaction**") from Land O' Lakes ("**Land O'Lakes**") for USD $20 million payable by UrtheCast in three installments (the agreement governing he transaction is herein referred to as the "**Geosys Purchase Agreement**"). Geosys provides scientific grade weather and satellite data and proven methodologies for monitoring and benchmarking agricultural crops.

29. Land-O' Lakes is a very large member-owned agricultural cooperative based in Minnesota USA that focuses primarily on the dairy industry. Two of the three installments, totaling USD $15 million (CAD $20.5 million), are currently outstanding on the Geosys Purchase Price. A copy of the Geosys Purchase Agreement is attached as Exhibit B to the 7th Chu Affidavit.

30. Geosys primarily operates primarily through the following entities:

    a) Geosys-Int'l Inc. (incorporated under the laws of the USA) which is located in Maple Grove, Minnesota and amongst other things manages a satellite imagery services agreement with a key customer; and

    b) Geosys SAS (incorporated under the laws of France) which is located in Toulouse, France and provides support services through the employment of approximately 65 personnel in France to enable the provision of services to Geosys' customers. The Monitor is advised that Geosys SAS does not possess any assets of material value and that it relies on intercompany funding to fund ongoing payroll and other costs that are required to service, amongst other things, the Services Agreements.

31. The Monitor is advised that while UrtheCast has completed the acquisition of the Geosys Operation, under the formal terms of the relevant agreements, critical intellectual property ("**IP**") with respect to the transaction will only transfer to UrtheCast once the balance of Geosys Purchase Price is paid at the Second Closing (as defined in the Geosys Purchase Agreement).

32. Following the Geosys Acquisition Transaction, Winfield Solutions, LLC ("**Winfield**"), a subsidiary of Land O'Lakes, entered into a 13 year long-term license and services agreements ("**LTLSA**") as well as an Interim Licensing Services Agreement ("**ILSA**") with the Urthecast Group for the provision of satellite imagery services (collectively the LTLSA and ILSA are herein referred to as, the "**Services Agreements**"). The Services Agreements are a primary cash flow driver for the Petitioners and preservation of the Services Agreements is critical to a restructuring or sale of the Company. Copies of the Services Agreements are attached as Exhibit C to the 7th Chu Affidavit.

33. Land O' Lakes and Winfield are represented by Baker MacKenzie LLP ("**Baker MacKenzie**") in the within CCAA Proceedings. The Geosys Purchase Agreement and the Services Agreements are collectively defined herein as the "**Land O'Lakes Agreements**".

34. The Monitor is not aware of any non-monetary defaults with respect to the Land O' Lakes Agreements other than the assertions by Land O'Lakes and Winfield concerning change of control and alleged missed timelines for the launch of UrtheDaily (both of which are addressed in detail below).

35. The Monitor is aware that Land O'Lakes alleges certain missed payments are characterized by them as flow-through payments to certain vendors including Microsoft. The Monitor understands that these alleged flow through payments are being addressed in a Continuation Plan in the RJ Proceedings in France.

36. The Petitioners are however in default with respect to certain monetary terms pursuant to the Land O' Lakes Agreements. In particular, the Geosys Purchase Agreement required the Petitioners to pay an installment of USD $3.5 million of the Purchase Price on May 15, 2020 (and amended to be payable October 1, 2020); however, given their solvency issues and liquidity constraints, the Purchasers have not yet rendered this payment.

37. The UrtheCast Group's go-forward business was focused on the development of the following two (2) major EO projects which the Petitioners forecast will generate significant revenue once operational:

    a) **SAR-XL Constellation Project**: a project which incorporates synthetic aperture radar ("**SAR**") sensory technology into a constellation of synchronized satellites; and

    b) **UrtheDaily Constellation Project**: a project focusing on the development of a second constellation of synchronized satellites equipped with optical EO sensors which would be the first earth observation system to provide scientific-quality, analytics-ready imagery of the entire earth (excluding the continent of Antarctica) every day.

38. The Monitor is advised that the Petitioners structured their business around the go-forward business plan in part on the basis of the long-term revenue stream associated with the Services Agreements with Winfield.

39. The UrtheCast group is also developing software and related infrastructure to facilitate EO imagery processing and distribution at scale (the "**UrthePipeline**"). The UrthePipeline has commenced offering some services. Once completed, the technology will form an integrated part of the ground segment for the UrtheDaily Constellation Project.

SUMMARY AND OUTCOME OF THE SISP

40. In previous reports, the Monitor described that the Petitioners designed the SISP to allow for a sale or investment in the UrtheCast Group together with the Stalking Horse Offer for specific assets of the UrtheCast Group that can be generally summarized as the UrtheDaily and UrthePipeline projects together with Geosys (the "**Designated Assets**"). The SAR-XL Constellation Project assets ("**SAR Assets**") did not form part of the Stalking Horse Bid.

41. The SISP involved a two-phase process with an option to proceed to the Auction if competitive bids were received and it was determined to be appropriate.

42. Paragraphs 41-60 of the Fifth Report described the efforts undertaken with respect to the SISP and outcome. At the Phase I Bid Deadline, the Monitor received the five (5) LOI's as follows:

    a) two (2) LOI's for the assets and operations of UrtheDaily (the "**UrtheDaily Bidders**") (not including the Stalking Horse Offer); and

    b) three (3) LOI's for the assets and operations of SAR-XL (the "**SAR Bidders**").

43. Copies of each of the LOIs received will be provided to the Court as part of a confidential supplement to this Sixth Report (the "**Confidential Supplement**"). A sealing order will be sought in connection with the Confidential Supplement in order to maintain confidentiality respecting the identity of the bidders, confidentiality respecting information regarding values, and the integrity of the SISP.

44. The Monitor reviewed the LOIs received with the Petitioners and their legal counsel and determined the following:

    a) the SISP did not generate any offers for the Designated Assets that were superior to the Antarctica Stalking Horse Offer; the Stalking Horse Offer was declared to be the Successful Bid, and the Petitioners and the Stalking Horse Purchasers worked towards refining the terms of a definitive APA (the "**Stalking Horse APA**") to enable the completion of the Stalking Horse Offer that was executed on December 10, 2020;

b) an Auction occurred on November 23, 2020 where the SAR Purchaser was declared the Winning Bid pursuant to the SISP with a bid in the amount of CAD $1,225,000; and following the auction the Petitioners and the SAR Purchaser entered into a definitive asset purchase agreement for SAR Assets (the "**SAR APA**").

45. Both the Stalking Horse APA and the SAR APA are subject to the approval of this Honourable Court and are described in detail below.

UPDATE ON FOREIGN INSOLVENCY PROCEEDINGS

Geosys France

46. The Monitor described in previous reports that, on September 29, 2020 Geosys SAS sought protection in the Commercial Court of Toulouse in France under an insolvency protocol called "redressement judiciaire" ("**RJ**").

47. RJ is a debtor driven process that is similar to a CCAA in that a Debtor is subject to oversight by a trustee who will report to the Commercial Court in Toulouse in a manner similar to a CCAA monitor. At a hearing on September 29, 2020, the Commercial Court in Toulouse appointed Me. Caviglioli as Trustee (the "**French Trustee**").

48. The Monitor is advised that Geosys is assisting the French Trustee in formulating a continuation plan (plan de continuation) to present to the Commercial Court in Toulouse (the "**French Continuation Plan**") to emerge from the RJ proceedings following the completion of the Stalking Horse APA completes. The Petitioners continue to support

Geosys SAS financially while the transactions contemplated below are finalized. Given its central roles in the Geosys Group's operations, the going concern viability of Geosys SAS is of critical importance to a restructuring and sale of the Petitioners.

Chapter 15 Proceedings in the District of Minnesota, United States of America

49. The Fourth Report described that given Geosys' presence in the United States, a number of the Petitioners filed motions for provisional relief and motions for recognition orders in the United States Bankruptcy Court for the District of Minnesota (the "**US Bankruptcy Court**"). At a hearing on October 9, 2020, the US Bankruptcy Court granted a temporary restraining order (the "**TRO**") that, inter alia:

   a) recognized these CCAA proceedings as a foreign main proceeding; and

   b) ordered a temporary stay of proceedings in the United States.

50. Should this Honourable Court grant the relief sought by the Petitioners in the present application, the Petitioners intend on seeking the recognition of such orders in the US Bankruptcy Court.

Liquidation Proceedings in Spain

51. On November 26, 2020, one of the Petitioners' Spanish subsidiaries, DOT Imaging, S.L.U., filed for pre-insolvency proceedings with the Commercial Court of Madrid, and on December 15, 2020, two other subsidiaries, UrtheCast Imaging, S.L.U., and Deimos Imaging, S.L.U. (collectively with DOT Imaging, S.L.U., the **"Spanish Subsidiaries"**)), also filed for pre-insolvency proceedings (the "**Spanish Proceedings**") with the same court.

52. It is currently anticipated that the Spanish Proceedings will result in the sale of substantially all of the Spanish Subsidiaries' assets including the Deimos Satellites. It is not expected that the proceeds generated in the Spanish Proceedings will be sufficient to repay the

Sabadell Term Loan in full and accordingly it is not anticipated that the Spanish Proceedings will generate any excess funds for the Petitioners.

THE STALKING HORSE APA FOR THE DESIGNATED ASSETS

Overview

53. As is noted above, the Petitioners executed the Stalking Horse APA with Antarctica on December 10, 2020 to acquire the Designated Assets and certain subsidiaries of the Petitioners which are legally or operationally integrated with the "**Target Business**" that can be summarized as the UrtheDaily, UrthePipeline and Geosys business segments (the "**Acquired Assets**").

54. The Stalking Horse APA formalizes the Stalking Horse Offer for the Designated Assets (formalized and defined as the Target Business in the Stalking Horse APA) that this Honourable Court approved on October 16, 2020. A copy of the Stalking Horse APA is attached hereto as **Appendix "B"**.

55. Key terms of the Stalking Horse APA include the following:

    a) a Purchase Price of $61,371,434 which consists of the following:

        i. cash of $1,000,000 payable on Closing;

        ii. the conversion of the following Secured Debt totaling $28,818,240 into a 35% equity stake in the new entity formed by Stalking Horse Purchasers (with each participating secured creditor's equity interest to be allocated based on the market value of the secured creditor's claim against the Petitioners);

iii. the assumption of certain liabilities and cure amounts in respect of certain assigned agreements as follows:

1. the monetary obligations owing under the Geosys Purchase Agreement (the "**Geosys Purchase Agreement Payment Obligations**") amounting to USD $10,000,000 payable upon the Second Closing, plus the amount of USD$3,500,000 (plus interest and fees) relating to the interim payment amount which is to be cured by the Stalking Horse Purchasers in connection with the assignment order (discussed below);

2. amounts payable by UrtheCast to the Government of Canada under the SADI Loan Agreement amounting to $11,689,544 as at November 30, 2020 payable by UrtheCast conditional on the continued availability of the $40,000,000 loan facility under the SIF; and

3. the assumption of certain employee related liabilities as described in the Seller Disclosure Letter to the Stalking Horse APA.

b) a Closing Date of January 15, 2021 that can be extended to a date that is no later than April 30, 2021;

c) customary Conditions Precedent to Closing save and except for the "**Land O' Lakes Condition**" which consists of the following:

i. an Order being issued by this Honourable Court assigning the Petitioners' right, title and interest in the Land O' Lakes Agreements to the Stalking Horse Purchasers upon Closing (the "**Land O'Lakes Assignment Order**");

ii. an Order being issued by the United States Bankruptcy Court for the District of Minnesota recognizing the Land O'Lakes Assignment Order (the "**US Recognition of the Land O'Lakes Assignment Order**");

iii. the France Continuation Plan being approved by the Commercial Court of Toulouse; and

iv. the Land O'Lakes Assignment Order and the US Recognition of the Land O'Lakes Assignment Order shall not have been stayed, varied or vacated.

The Monitor's Observations

56. The Monitor is of the view that the Petitioners, with the assistance of the Monitor administered a robust, transparent and fair SISP under the supervision of this Honourable Court. The Stalking Horse APA represents the highest and best offer resulting from the SISP for the Target Assets.

57. The Stalking Horse APA:

a) provides a mechanism for the payment and discharge of the Charges approved by this Honourable Court;

b) provides a recovery for the Petitioners' Secured Creditors through the conversion of debt into equity in the Stalking Horse Purchasers; and

c) assumes a material amount of liabilities and cure amounts in respect of certain assigned agreements that are critical to operations going forward.

58. The Monitor evaluated and notes the following qualitative attributes of the transaction with the Stalking Horse Purchasers:

a) Antarctica intends to operate the Target Business as a going concern uninterrupted by the transaction which would:

i. would provide an opportunity for the continued employment of approximately 112 employees worldwide, including:

1. 32 employees in Canada;
2. 63 employees in France;
3. 10 employees in USA;
4. 7 other employees worldwide.

ii. maintain a corporate head office presence in British Columbia for an emergent satellite and aerospace company with an objective to make investments of over USD $180 million and deploy 18 Satellites into space and materially growing its headcount in the future;

iii. allow for the continued uninterrupted performance of contracts with the Target Business' customers; and

iv. providing suppliers, including current creditors of the Petitioners, with a recurring customer, and customers with a recurring supplier.

b) Antarctica has demonstrated a substantive understanding of the issues currently affecting the Petitioners and has committed to alleviating these issues to ensure the long-term viability of the Target Business;

c) Antarctica will be liable to Land O'Lakes for the amounts required to cure the monetary defaults pursuant to the Land O'Lakes Agreements;

d) Antarctica has advised the Petitioners that it is prepared to raise and commit the necessary working capital to ensure the continued operations of the business for years to come;

e) the transaction together with the SAR APA (if approved) would divest of substantially all of the Petitioners' assets and achieve a timely completion of the within CCAA proceedings; and

f) the expedited completion of the transaction with Antarctica will allow for the conclusion of the within CCAA proceedings and allow for the continued management of the business in a more stable long-term environment.

59. The Monitor further notes that the within CCAA Proceedings have been financed by funding obtained under the Antarctica DIP and the Petitioners do not have access to alternative sources of funding. The likely alternative to the Stalking Horse APA is a bankruptcy and liquidation. Given that the Petitioners' do not own any material tangible property, the Monitor is of the view that a bankruptcy and liquidation will generate little to no recovery to all stakeholders not only in Canada but also in the various jurisdictions in which the Petitioners operate.

60. These proceedings are the primary proceedings under which a multi-jurisdiction restructuring of the Petitioners are occurring. In the event this Honourable Court approves the Stalking Horse APA, the Petitioners intend to forthwith, a) seek an Order of the United States Bankruptcy Court for the District of Minnesota recognizing the Order made by this Honourable Court, and b) assist the French Trustee in finalizing the French Continuation Plan so that the Target Business can emerge from insolvency proceedings in all jurisdictions and enable further investment in the business.

The Land O' Lakes Agreements

<u>Overview of the Issues</u>

61. As is noted above, a Condition Precedent to the Closing of the Stalking Horse APA is the Land O' Lakes Condition.

62. The Monitor notes that the Petitioners and Antarctica sought the consent of Land O' Lakes and Winfield to assign the Land O' Lakes Agreements from the Petitioners to the Stalking Horse Purchasers; however, on or around November 24, 2020, Baker Mackenzie advised the Petitioners in writing that Land O' Lakes would not provide any waivers with respect to various defaults under the Land O' Lakes Agreements and that its clients intended to terminate these agreements as soon as possible. Baker MacKenzie subsequently clarified that Land O' Lakes and Winfield would not seek to terminate these agreements until the Stay has been lifted or such termination was otherwise authorized by this Honourable Court.

63. Given that the Petitioners have been unable to obtain their consent, the Petitioners are seeking an order pursuant to Section 11.3 of the CCAA assigning the Land O'Lakes Agreements to the Stalking Horse Purchasers (as defined in the Antarctica APA) (the "**Land O'Lakes Assignment Order**"). The Monitor notes that the Petitioners assert the following in support of their application:

   a) the Land O'Lakes Agreements are necessary and essential to the restructuring of the Petitioners;

   b) the defaults by Petitioners pursuant to the Land O' Lakes Agreements are monetary in nature and those defaults will be cured within thirty (30) days of the granting of the Closing of the Stalking Horse APA; and

   c) the Stalking Horse Purchasers have established that they will be able to perform the obligations of the Land O'Lakes Agreements.

64. On December 23, 2020, Baker MacKenzie wrote legal counsel to the Monitor (with a copy to the legal counsel to the Petitioners and Antarctica) which set-out its clients' position on the agreements that are in default and the amounts that were then outstanding. A copy of this letter is attached hereto as **Appendix "C"**.

65. On December 29, 2020, Mr. Chandra Patel of Antarctica swore an affidavit (the "**Patel Affidavit**") in which he stated, *inter alia,* that he is reasonably confident the Stalking Horse Purchasers, a) will have access to the required capital to satisfy their obligations pursuant to the Land O'Lakes Agreements and, b) will be able to raise the necessary funding to launch the UrtheDaily Constellation Project.

66. On January 4, 2021, Land O' Lakes and Winfield filed a response to the December 29 Motion together with affidavits from Benoit Mourot of Land O'Lakes, Richard Sundal of Land O'Lakes and Ms. Anastasia Markaroff of Baker McKenzie (the "**Land O' Lakes Response**").

67. The Land O' Lakes Response opposes the relief sought by the Petitioners to assign the Land O' Lakes Agreements to the Stalking Horse Purchasers. The Monitor has reviewed the Land O' Lakes Response and has summarized its understanding of their opposition as follows:

   a) the timely commercial launch of the UrtheDaily Constellation Project was a critical feature to the arrangements between the parties;

   b) the Petitioners had originally committed to launch UrtheDaily Constellation Project in Joint Development Committee ("**JDC**") meetings between the Petitioners and Land O'Lakes by the fourth quarter of 2022;

   c) the Stalking Horse Purchasers now anticipate a commercial launch of UrtheDaily Constellation Project in 2024 which is beyond the estimated launch date discussed in JDC meetings between the Petitioners and Land O'Lakes;

   d) the Stalking Horse Purchasers are undercapitalized and will not be able to obtain the necessary financing to launch the UrtheDaily Constellation Project;

   e) Antarctica does not possess a significant amount of satellite industry experience;

f) a number of parties already provide a service comparable to the UrtheDaily Constellation Project and given the delays in launching the project, Land O' Lakes and Winfield believe that the Stalking Horse Purchasers are competitively disadvantaged and that the UrtheDaily Constellation Project will ultimately fail;

g) the assignment of the Land O'Lakes Agreements constitutes a change of control which could be considered a default; and

h) other factors pertaining to the conduct of the Stalking Horse Purchasers.

<u>The Monitor's Commentary</u>

68. Section 11.3 (3) of the CCAA sets out the following as factors that this Honourable Court is to consider when deciding whether to grant an order such as the Land O'Lakes Assignment Order:

a) whether the Monitor approved the proposed assignment;

b) whether the person to whom the rights and obligations are to be assigned would be able to perform the obligations; and

c) whether it would be appropriate to assign the rights and obligations to that person.

69. With respect to the above criteria, the Monitor notes the following:

a) notwithstanding the opposition from Land O' Lakes and Winfield, the Monitor approves of the proposed assignment because it is critical to the Target Business and the restructuring and sale of the Petitioners;

b) the Petitioners have made major investments into the Target Business in large part due to the existence of the long-term Services Agreements with Winfield;

c) the Patel Affidavit describes a robust transactional history of Antarctica and its principals;

d) Antarctica asserts that it has incurred in excess CAD $2.5 million in due diligence and other costs associated with its pursuit of this transaction and the Monitor notes that Antarctica has advanced approximately CAD $2.8 million to date to the Petitioners under the Antarctica DIP to promote the success of this transaction;

e) it appears to the Monitor, on review of the materials from the parties filed, that there is common ground between the parties that the Land O'Lakes Agreements themselves do not include material timelines and milestones with respect to the launch of the UrtheDaily Constellation Project, and that the JDC may make decisions that can bind the parties;

f) the Monitor understands that Land O'Lakes alleges that decisions made by the JDC effectively amended the Land O'Lakes Agreements and insert a provision for the launch date for the UrtheDaily Constellation Project. The Petitioners dispute that a binding decision has been made by the JDC. Given the timing of this hearing, and the fact that the Monitor was only able to perform a cursory review of the Land O'Lakes Agreements in the available time, the Petitioners and Land O'Lakes are best able to make submissions to this Honourable Court at this time on what decisions were or were not made, and the binding nature of those decisions;

g) as the Monitor notes above, other than the dissatisfaction with the delays in the launch of the UrtheDaily Constellation Project, the Monitor is not aware of any material deficiencies in the provision of services or other non-monetary elements under the Land O' Lakes Agreements;

h) the Monitor is unable to provide any meaningful independent analysis on whether the delays in the launch of the UrtheDaily Constellation Project create a competitive disadvantage rendering it doomed to fail;

i) Land O' Lakes and Winfield have complied with all Orders of this Honourable Court and they have not sought to take formal actions to terminate the Land O' Lakes Agreements in a manner that may contravene the Stay;

j) the Monitor is of the view that Antarctica has acted in good faith as DIP lender and as Stalking Horse Purchasers in the within proceedings and has advanced the necessary funding to arrive at this point; and

k) the proposed Land O' Lakes Assignment Order directs the Stalking Horse Purchasers to cure all monetary defaults including the outstanding USD $3.5 million installment on the Purchase Price within thirty (30) days of Closing.

THE SAR APA

70. As the Monitor notes above, the SAR APA contemplates that the SAR Purchaser will acquire substantially all of the assets related to the SAR business unit. The Purchased Assets are listed in a schedule to the SAR APA. A copy of the SAR APA is attached hereto as **Appendix "D"**.

71. The Monitor notes that the SAR Purchaser is the same party that provided Interim Financing Facility approved by this Honourable Court on September 14, 2020 in the amount of USD $1,000,000. The Monitor is advised that the SAR Purchaser's principal is a former executive of UrtheCast and one of its co-founders.

72. Key terms of the Stalking Horse APA include the following:

a) a purchase price (the "**SAR Purchase Price**") of $1,225,000 payable as follows:

i. a deposit of $150,000 (already paid into the Monitor in trust) to be credited to the SAR Purchase Price at closing; and

ii. one of:

1. a release in whole or in part of the Petitioners indebtedness to the SAR Purchaser resulting from the Interim Financing Facility approved pursuant to the Third Amended and Restated Initial Order in the amount of $1,075,000;

iii. wire transfer paid to the Monitor in the amount of $1,075,000; or

iv. some combination of both of i) and ii) above provided the total combined is equal to $1,075,000.

b) customary Conditions Precedent to Closing; and

c) an outside Closing Date of February 15, 2021.

The Monitor's Observations

73. As the Monitor notes above, the Monitor is of the view that the Petitioners with the assistance of the Monitor administered a robust, transparent and fair SISP under the supervision of this Honourable Court. The SAR APA represents the highest and best offer resulting from the SISP for the assets comprising the SAR business unit.

74. The Monitor evaluated and notes the following qualitative attributes of the transaction with the SAR Purchaser:

a) the SAR APA will allow for the continued operations of the SAR business unit on a going concern basis which would:

i. ensure the continued employment of approximately 15 employees in Canada; and

ii. allow for the continued uninterrupted performance of contracts with SAR customers including the Government of Canada.

b) the SAR Purchaser has existing familiarity with the SAR business unit.

The Monitor's Recommendations

75. For the reasons described above, the Monitor recommends that this Honourable Court approve the SAR APA and Vesting Order sought with respect to same.

THE SIXTH CASH FLOW FORECAST

76. Management, with the assistance of the Monitor, has developed an updated cash flow forecast (the **"Sixth Report Cash Flow Forecast"**) for the period of December 26, 2020 to January 15, 2021. A copy of the Sixth Report Cash Flow Forecast together with assumptions is attached hereto as **Appendix "E"** and is summarized below:

	To January 15, 2021
Beginning Cash	**$706,000**
Receipts	**$2,313,000**
Disbursements	
AWS	(19,000)
Professional Fees	(6,000)
Payroll	(516,000)
Restructuring Fees	(968,000)
Intercompany Transfers	(675,000)
Payment to Interim Lenders	(1,948,000)
DIP Interest and Fees	(25,000)
SAR	(169,000)
Miscellaneous	(241,000)
Ending Cash Balance	**$(1,548,000)**
Interim Financing Draw	**$793,000**
Other Financing	**840,000**
Ending Cash after Interim Financing	**$85,000**

77. The Sixth Cash Flow Forecast projects that the Petitioners will require working capital advances from Antarctica to maintain operations during the final stages of completing the proposed transactions should they be approved by this Honourable Court.

78. The Monitor understands that should this Honourable Court approve the Stalking Horse APA and ancillary relief sought, the Petitioners and Antarctica are expected to complete the transaction contemplated in the Stalking Horse APA on or about January 15, 2021. In the event that the transaction closes later than January 15, 2021, Antarctica has agreed to continue funding the Petitioners on a weekly basis during the Proposed Stay Extension Period while the parties make the final arrangements necessary to complete the transfer of ownership of the Acquired Assets.

79. In addition, the Monitor notes that the Sixth Cash Flow Forecast assumes the following:

a) Priority creditors with court ordered charges will be paid on closing;

b) SAR-XL related expenses will no longer be incurred by the Petitioners beyond January 8, 2021; and

c) The Land O'Lakes/Winfield payment for the first quarter of 2021 is not received by January 15, 2021.

REQUEST FOR AN EXTENSION TO THE STAY OF PROCEEDING

80. The Stay Period is currently set to expire on January 7, 2021. The Petitioners are requesting an extension of the Stay Period until February 15, 2021, being a conservative date to ensure the completion of the above-mentioned sale transactions within the contemplated timelines for each.

81. The Monitor has considered the burden of evidence that resides with the Petitioners to demonstrate that an extension of the Stay of Proceedings by this Honourable Court is warranted, having regard to:

a) the circumstances that justify the making of an extension order;

b) the good faith efforts of the Petitioners to complete the restructuring; and

c) the due diligence with which the Petitioners are advancing the restructuring.

Circumstances that justify the extension sought

82. In the Monitor's view, the extension of the Stay of Proceedings is necessary in order to:

a) complete the purchases contemplated in the SAR APA and the Stalking Horse APA; and

b) transition to finalizing the within CCAA proceedings during the Stay Period.

83. Moreover, as is depicted in the Sixth Cash Flow Forecast, the Monitor projects that the Petitioners will have sufficient liquidity and cash on hand to fund its ongoing obligations through January 15, 2021. As mentioned, the Monitor is advised that Antarctica has agreed to fund the Petitioners' working capital requirements should the closing date be extended beyond January 15, 2021.

Good Faith Efforts and Due Diligence

84. The Petitioners have been working in good faith and with due diligence throughout the SISP and the within CCAA proceedings with the goal of maximizing value for stakeholders.

85. The Petitioners have complied with all of the requirements under the CCAA, as well as the various orders granted by this Honourable Court in the within proceedings.

86. The Monitor further notes that the Petitioners have been working under difficult circumstances to preserve the operational value of the business including protecting value in a number of foreign jurisdictions and complete the above-mentioned transactions. Without the requested extension to the Stay of Proceedings, the Petitioners will not be able to successfully restructure.

OTHER RELIEF SOUGHT

Director and Officer Release

87. The Petitioners are seeking an order releasing its directors and officers (past and present) from all third-party claims, notwithstanding claims covered by insurance, against them that arise in respect of their duties as director and/or officer (the "**D&O Order**"). The D&O Order does not release the directors and officers of claims that cannot be released pursuant to section 5.2(2) of the CCAA.

88. The Monitor believes that the Directors and Officers have acted in good faith throughout the duration of the proceedings and have carried out their duties in accordance with the legislation. The Monitor is not aware of any opposition to the relief sought in the D&O Order.

Sealing Order

89. The Petitioners are seeking an order sealing sensitive and confidential employee related information and a confidential loan agreement (the "**Sealing Order**"). The Monitor is of the view that this information is confidential and not material to the overall restructuring of the Petitioners and that it is appropriate the documents be filed under seal.

CONCLUSIONS AND RECOMMENDATIONS

90. The Monitors recommendations are as follows:

    a) with respect to the Stalking Horse APA, for the reasons described in paragraphs 53 to 60, the Monitor is of the view that the SISP was fair, transparent and robust resulting in a transaction that maintains the Target Business as a going concern uninterrupted, maintains employment both in British Columbia and in subsidiaries worldwide and provides for the payment of not only Cure Costs to Land O'Lakes but also the best available recovery to stakeholders, and a better outcome than under liquidation, and accordingly recommends that this Honourable Court approve the Stalking Horse APA and Vesting Order sought;

b) with respect to the Land O'Lakes Assignment Order, the Monitor has provided commentary to assist this Honourable Court in determining whether it is appropriate to make an Order pursuant to Section 11.3 of the CCAA to assign the rights and obligations of the Petitioners under the Land O' Lakes Agreements to the Stalking Horse Purchasers as described in paragraphs 61 to 69. For those reasons, the Monitor approves of the proposed assignment, and is of the view that, in light of the Stalking Horse Purchasers significant investment to date and their robust transactional history, the Stalking Horse Purchasers will be able, on balance, to perform all obligations of the Land O'Lakes agreements. Further, the proposed assignment is critical to the success of the transaction in the Stalking Horse APA and the restructuring generally;

c) the Monitor understands that Land O'Lakes alleges that decisions made by the JDC effectively amended the Land O'Lakes Agreements and insert a provision for the launch date for the UrtheDaily Constellation Project. The Petitioners dispute that a binding decision has been made by the JDC. Subject to this Honourable Court's determination of this dispute, the Monitor recommends this honourable Court grant the proposed Land O'Lakes Assignment Order;

d) for the reasons described in paragraphs 70 to 75, the Monitor is of the view that the SISP was fair, transparent and robust resulting in a transaction for the SAR-XL Assets to a purchaser that will maintain the employment of several employees in British Columbia and continue the development of the SAR-XL technology as well as providing the highest recovery to stakeholders and accordingly recommends that this Honourable Court approve the SAR APA and Vesting Order sought;

e) for the reasons described in paragraph 88 the Monitor is of the view that the directors and officers have acted in good faith and is not aware of any opposition to the release sought in the D&O Order and accordingly recommends that this Honourable Court approve the D&O Order;

f) for the reason described in paragraphs 89, the Monitor is of the view that the contents of the affidavits subject to the Sealing Order contain confidential information and accordingly the Monitor recommends that this Honourable Court approve the Sealing Order; and

g) for the reasons described in paragraphs 80 to 86, the Monitor is of the view that the Petitioners have been acting in good faith and with due diligence and the circumstances justify the granting of an extension of the Stay of Proceedings and accordingly the Monitor recommends that this Honourable Court grant the order extending the Stay of Proceedings to February 15, 2021.

All of which is respectfully submitted this 5th day of January, 2021.

ERNST & YOUNG INC.
in its capacity as Monitor
of the UrtheCast Group and
not in its personal or corporate capacity

Per:

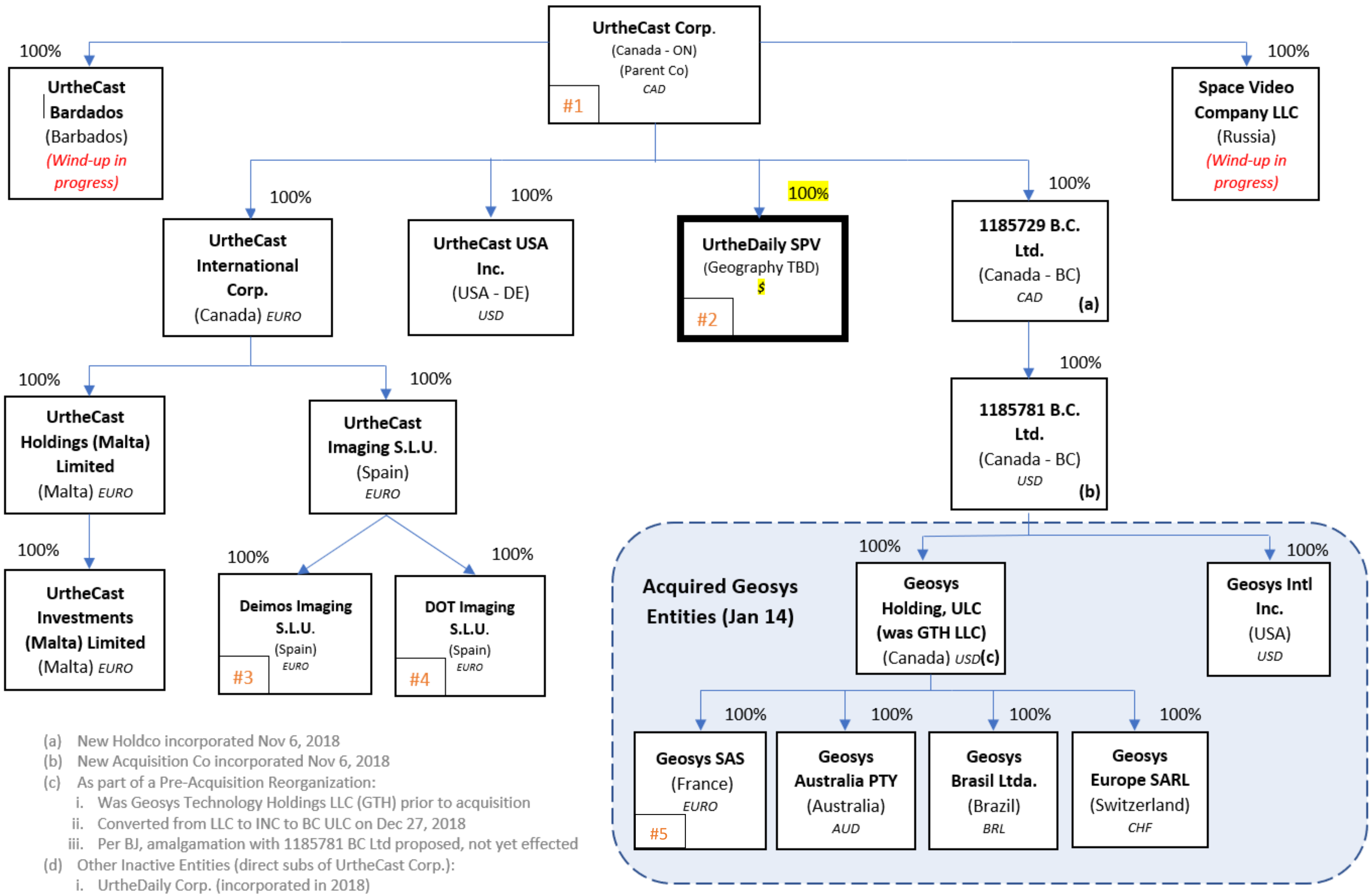
Michael Bell, CPA, CA, CIRP, LIT
Senior Vice President

Philippe Mendelson, CPA, CIRP, LIT
Vice President

Appendix A

UrtheCast Corp.

Corporate Structure
Post-Acquisition of Geosys Group of Companies



(a) New Holdco incorporated Nov 6, 2018
(b) New Acquisition Co incorporated Nov 6, 2018
(c) As part of a Pre-Acquisition Reorganization:
   i. Was Geosys Technology Holdings LLC (GTH) prior to acquisition
   ii. Converted from LLC to INC to BC ULC on Dec 27, 2018
   iii. Per BJ, amalgamation with 1185781 BC Ltd proposed, not yet effected
(d) Other Inactive Entities (direct subs of UrtheCast Corp.):
   i. UrtheDaily Corp. (incorporated in 2018)
   ii. Holland Operating Co. (US) (wind-up in progress)

Key Assets

#1 UrtheCast Corp.:
A. *High Resolution Camera (video) – IRIS*
B. *Medium Resolution Camera (imagery) –Theia*
C. *Software – UrthePipeline, OptiSAR*
D. *FPP Contracts – Airbus, 21AT, RSI, Terratech, Winfield (assignable to #2)*
E. *Patents:*
- *Systems and Methods for Processing Distributing Earth Observation Images*
- *Systems and Methods for Processing and Providing Terrestrial and/or Space-Based Earth Observation Video*
- *Efficient Planar Phased Array Antenna Assembly*
- *Others pending (refer to Patent Summary)*

#2 UrtheDaily SPV:
A. *License – UrthePipeline (TBD)*
B. *FPP Contracts – (assignable from #1) (TBD)*
C. *Satellites – Constellation (TBD)*

#3 Deimos Imaging S.L.U.:
A. *Satellite (imagery) – Deimos 1*

#4 DOT Imaging S.L.U.:
A. *Satellite (imagery) – Deimos 2*

#5 Geosys SAS:
A. *Cropitcal*
B. *Croptical In Field*
C. *Field Coverage Service*
D. *Image Processing Chain*
E. *Field Manager / GIS Module*
F. *Low Resolution Processing Chain*
G. *Automatic Cloud Masking*
H. *Patents:*
- *Method for correcting the time delay in measuring agricultural yield*

Appendix B

ASSET PURCHASE AGREEMENT

BY AND AMONG

EARTHDAILY HOLDINGS, LP,

EARTHDAILY CANADA HOLDINGS CORP.,

EARTHDAILY CANADA LIMITED PARTNERSHIP,

URTHECAST CORP.,

1185729 B.C. LTD.,

1185781 B.C. LTD.

AND

URTHECAST USA INC.

Dated as of December 10, 2020

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of December 10th, 2020 (the "Effective Date"), by and among EarthDaily Holdings, LP, a Delaware limited partnership ("Purchaser Holdco"), EarthDaily Canada Holdings Corp. (formerly 1269336 B.C. Ltd.), a British Columbia corporation ("Can Purchaser"), EarthDaily Canada Limited Partnership, a British Columbia limited partnership ("Can Purchaser SPV" and, together with Purchaser Holdco and Can Purchaser, "Purchasers"), UrtheCast Corp., an Ontario corporation ("UrtheCast"), 1185729 B.C. Ltd., a British Columbia corporation and a wholly-owned subsidiary of UrtheCast ("729"), 1185781 B.C. Ltd., a British Columbia corporation and an indirect wholly-owned subsidiary of UrtheCast ("781") and UrtheCast USA Inc., a Delaware corporation and a direct wholly-owned subsidiary of UrtheCast ("UrtheCast USA" and together with UrtheCast, 729 and 781, "Sellers").

WHEREAS, UrtheCast is a geospatial and geoanalytics data services company and Sellers are engaged, directly and indirectly through the Acquired Entities (as defined below), in the business of providing satellite imaging, data services and geo-analytics through a range of products and services to customers in a variety of markets, including agriculture, forestry, environment, and defense and intelligence (the "Business");

WHEREAS, on September 4, 2020 (the "Filing Date"), Sellers, UrtheCast International Corp., UrtheCast USA, Deimos Imaging S.L.U., DOT Imaging S.LU., Geosys Australia Pty. Ltd. ("Geosys Australia"), Geosys do Brasil Sistemas de Informacao Agricolas Ltda. ("Geosys Brazil"), Geosys Europe Sarl, Geosys Holding, ULC (was Geosys Technology Holding LLC) ("Geosys Holding"), Geosys-Int'l, Inc. ("Geosys US"), Geosys S.A.S. ("Geosys France"), UrtheCast Holdings (Malta) Limited, UrtheCast Imaging S.L.U., UrtheCast Investments (Malta) Limited, UrtheDaily Corp. (collectively, the "Applicants") obtained an Initial Order (the "Initial Order") under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA") from the Supreme Court of British Columbia (the "CCAA Court") that, among other things, commenced the CCAA proceedings (the "CCAA Proceedings") and granted an initial stay of proceedings in respect of the Applicants (the "Stay"). The Initial Order was amended by subsequent orders issued and entered by the CCAA Court, dated as of September 14, 2020, September 23, 2020, October 2, 2020 and October 16, 2020 (as amended and restated from time to time, the "Amended and Restated Initial Order"), in order to, among other things, extend the Stay;

WHEREAS, on October 13, 2020, Antarctica Infrastructure Partners, LLC ("Purchaser Parent"), UrtheCast, 729 and 781 entered into a non-binding letter of intent (the "LOI") that contemplated, among other things, that such parties would commence negotiations of this Agreement on terms and conditions consistent with those set forth in a stalking horse term sheet appended as Exhibit A to the LOI (the "Stalking Horse Term Sheet");

WHEREAS, the Stalking Horse Term Sheet contemplated that the Purchasers would act as a "stalking horse bidder" in connection with the sale investor and solicitation process (the "SISP") for the Business and Designated Assets (as defined in the SISP Order). The SISP did not generate a superior bid and the Sellers and, the Purchasers have agreed that the Purchasers will purchase the Sellers' right, title and interest in and to the Acquired Assets (as defined below) and assume the Assumed Liabilities (as defined below) on the terms and subject to the conditions set forth in this Agreement, in accordance with the SISP and subject to obtaining the Sale Order (as defined below) (the "Acquisition");

WHEREAS, on October 16, 2020, the Applicants obtained the SISP Order from the CCAA Court which (a) approved the SISP and (b) approved the Disposition Amount;

WHEREAS, in satisfaction of a condition to the willingness of Purchasers to enter into this Agreement, Can Purchaser, Purchaser Parent, Sellers and each of the Consenting Secured Lenders have entered into a support agreement dated as of October 13, 2020 (the "Support Agreement") pursuant to which the Consenting Secured Lenders have agreed to support the completion of the transactions contemplated herein in accordance with their terms; and

WHEREAS, the Parties desire to consummate the Acquisition as promptly as practicable following the satisfaction of the conditions precedent set out herein, including the issuance by the CCAA Court of the Sale Order.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

1.1 Specific Definitions. Capitalized terms used herein shall have the meanings set forth below:

"729" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"781" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Acquired Assets" shall have the meaning ascribed thereto in Section 2.1.

"Acquired Entities" means, collectively, the Acquired Subsidiaries and each Subsidiary of the Acquired Subsidiaries, and "Acquired Entity" means any one of them.

"Acquired Subsidiaries" shall have the meaning ascribed thereto in Section 2.1(a).

"Acquisition" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Action" means any litigation (in Law or in equity), arbitration, mediation, action, lawsuit, proceeding, written complaint, written charge, written claim, written demand, hearing, investigation or like matter (whether public or private) commenced, brought, conducted, or heard before or otherwise involving any Governmental Body, whether administrative, judicial or arbitral in nature.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, neither of the Purchasers is an Affiliate of Sellers for purposes of this Agreement or otherwise.

"Agreement" means this Asset Purchase Agreement, including all Schedules hereto and the Sellers Disclosure Letter, as it may be further amended from time to time in accordance with its terms.

"Alternate Transaction" shall have the meaning ascribed thereto in Section 11.3(a).

"Amended and Restated Initial Order" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Ancillary Documents" means any certificate, agreement, document or other instrument (other than this Agreement) to be executed and delivered by a Party in connection with the consummation of the transactions contemplated by this Agreement.

"Antitrust Laws" means the *Competition Act* and any competition, merger control and antitrust Law of any other applicable supranational, national, federal, state, provincial or local Law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition of any other country or jurisdiction, to the extent applicable to the transactions contemplated by this Agreement.

"Applicants" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Assigned Contracts" shall have the meaning ascribed thereto in Section 2.5(a)(ii).

"Assignment and Assumption Agreement" shall have the meaning ascribed thereto in Section 10.2(b).

"Assignment and Assumption of Leases" shall have the meaning ascribed thereto in Section 10.2(e).

"Assignment Order" means an Order of the CCAA Court made in the CCAA Proceedings, in form and substance acceptable to Parties, acting reasonably, assigning to the applicable Purchasers the rights and obligations of Sellers under an Assigned Contract for which a consent, approval or waiver necessary for the assignment of such Assigned Contract has not been obtained.

"Assignment Order Contracts" means, collectively, those Contracts to which a Seller is a party or beneficiary and specified as "Assignment Order Contracts" in Section 2.5(c) of the Sellers Disclosure Letter, as may be modified from time to time after the date of this Agreement pursuant to Section 2.5.

"Assumed Liabilities" shall have the meaning ascribed thereto in Section 2.3.

"Assumed Plans" shall have the meaning ascribed thereto in Section 7.2(a).

"Auction" shall have the meaning ascribed to such term by the SISP.

"Authorization" means with respect to any Person, any order, permit, approval, consent, waiver, license, registration, qualification, certification or similar authorization of any Governmental Body having jurisdiction over the Person.

"Break Fee Charge" means a priority charge in favour of Purchasers over the Property (as defined in the Amended and Restated Initial Order) of the Applicants granted by the CCAA Court pursuant to the Amended and Restated Initial Order, as contemplated by the SISP to secure the payment by Sellers of the Disposition Amount and the Expense Reimbursement Amount pursuant to this Agreement, which charge shall rank in priority to all Encumbrances in respect of the Property other than the Administration Charge, the Antarctica DIP Lender's Charge, the Hale DIP Lender's Charge, the Interim DIP Lender's Charge and the Directors' Charge (each as defined in the Amended and Restated Initial Order).

"Business" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a statutory holiday in New York City, New York, U.S.A. or Vancouver, British Columbia, Canada.

"Can Purchaser" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Can Purchaser SPV" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Cash Purchase Price" shall mean an amount equal to $1,000,000.

"CCAA" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"CCAA Court" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"CCAA Proceedings" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Claims" means any and all claims, charges, lawsuits, demands, directions, Orders, suits, inquires made, hearings, judgments, warnings, investigations, notices of violation, notice of noncompliance, litigation, proceedings, arbitration, assessment for Taxes or other amounts owed or other disputes, whether civil, criminal, administrative, regulator or otherwise.

"Closing" shall have the meaning ascribed thereto in Section 10.1.

"Closing Date" means the date on which the Closing shall occur.

"Closing Time" means the time of Closing on the Closing Date.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collective Agreement" means any collective agreement, letter of understanding, letter of intent or any other similar Contract with or commitment to any trade union, employee association, labour organization or similar entity.

"Competition Act" means the *Competition Act* (Canada), as amended.

"Conditions Certificate" shall have the meaning ascribed thereto in Section 10.4.

"Confidentiality Agreement" shall have the meaning ascribed thereto in Section 6.3.

"Confirmatory IP Assignment" shall have the meaning ascribed thereto in Section 10.2(f).

"Consenting Secured Lenders" means, collectively, Bolzano Investments Limited, Lunar Ventures Inc. and SMF Investments Limited.

"Contaminants" means any noise, heat, vibration or Hazardous Materials that can be discharged into or be present in the Environment.

"Contract" means any written or oral contract, purchase order, service order, sales order, indenture, note, bond, lease, sublease, license, understanding, instrument, undertaking or other agreement, arrangement or commitment, whether express or implied, other than Authorizations.

"Creditor Aggregator LP" means EarthDaily Creditor Aggregator LP.

"Consideration Equity Interests" means 100% of the outstanding limited partnership interests in Creditor Aggregator LP as of the Closing Date.

"Cure Amount" means, in respect of the Assigned Contracts, all amounts, costs and expenses required to be paid by Sellers or set-off against obligations owing by a counterparty to Sellers at Closing to remedy all of Sellers' monetary defaults in relation to the Assigned Contracts as may be required pursuant to the Assignment Order or otherwise required to secure a counterparty's or any other necessary Person's consent to the assignment of an Assigned Contract, and includes any other fees and expenses required to be paid to a counterparty or any other Person to effect an assignment of an Assigned Contract.

"Data Room" means the material contained in the virtual data room established by Sellers in connection with the SISP as of 5:00 p.m. (Vancouver time) on or about December 8th, 2020.

"Deposit" means $1.00.

"Designated Purchaser" shall have the meaning ascribed thereto in Section 12.11.

"DIP Agreed Weekly Budget" shall have the meaning ascribed to the "Agreed Weekly Budget" in the DIP Facility Credit Agreement.

"DIP Facility" means the interim senior secured financing facility evidenced by the DIP Facility Credit Agreement, entered into to provide financing during the pendency of the CCAA Proceedings, as the same may be amended, restated or supplemented from time to time.

"DIP Facility Credit Agreement" means the DIP Facility Loan Agreement dated as of October 1, 2020, and approved by the CCAA Court pursuant to the Amended and Restated Initial Order.

"DIP Lender" means AIP UrtheCast Limited Partnership.

"Disposition Amount" shall have the meaning ascribed thereto in Section 11.3(a)(ii).

"Documents" means all of Sellers' books, records and other information in any form relating to the UrtheCast Target Businesses or the Acquired Assets, including accounting books and records, sales and purchase records, supplier proposals, lists of suppliers and customers, lists of potential customers, credit and pricing information, collection information, personnel and payroll records of Employees, Tax records, business reports, plans and projections, marketing and advertising materials, research and development reports and records, technical reports, technical specifications, project management documents, financial records, and all other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the UrtheCast Target Businesses, the Acquired Assets or the Employees, and other similar materials, in each case, whether in electronic, paper or other form, but excluding Sellers' corporate charter, minute and stock record books, and corporate seal.

"Effective Date" shall have the meaning ascribed thereto in the Preamble hereof.

"Employee" means an individual who, as of the applicable date, is employed by Sellers or their Subsidiaries in connection with the UrtheCast Target Businesses.

"Employee Plan" means all employee benefit, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, executive compensation, current or deferred compensation, incentive compensation, stock compensation, stock purchase, stock option, stock appreciation, phantom stock option, savings, vacation pay, severance or termination pay, retirement, supplementary retirement, hospitalization insurance, salary continuation, legal, health or other medical, dental, life, disability or other insurance (whether insured or self-insured) plan, program, agreement or arrangement, including post-retirement health and life insurance benefit plans, and every other written or oral benefit plan, program, agreement or arrangement sponsored, maintained or contributed to or required to be contributed to by the Sellers or any of their Subsidiaries for the benefit of the Employees or former Employees and their dependents or beneficiaries by which the Sellers or any of their Subsidiaries are bound or with respect to which the Sellers or any of their Subsidiaries participate or have any actual or potential Liability (excluding, for greater certainty, any statutory benefits plan).

"Encumbrance" means any lien, encumbrance, Claim, Equity Claim, right, demand, charge, mortgage, deed, deed of trust, statutory, constructive or deemed trust, lease, option, pledge, security interest or similar interest, title defect, assignment, hypothecation, easement, right of way, restrictive covenant, encroachment, right of first refusal, pre-emptive right, proxy, voting trust or agreement, transfer restriction under any shareholder agreement or similar agreement, judgment, conditional sale or other title retention agreement or other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever.

"Environment" means the components of the earth, and includes: (a) land, water, and air, including all layers of the atmosphere, (b) all organic and inorganic matter and living organisms, and (c) the interacting natural systems that include components referred to in paragraphs (a) and (b).

"Environmental Law" means any Law or Regulation which is related to or which regulates or otherwise imposes obligations, liability or standards of conduct concerning the Environment, health and safety, discharges, Contaminants, reclamation and restoration, Releases or threatened Releases of Contaminants, including Hazardous Materials, into the Environment or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of Hazardous Materials.

"Equity Claim" has the same meaning as in the CCAA.

"Excluded Assets" shall have the meaning ascribed thereto in Section 2.2.

"Excluded Contracts" means, collectively, those Contracts to which a Seller is a party or beneficiary and specified as "Excluded Contracts" in Section 2.5(d) of the Sellers Disclosure Letter, as may be modified from time to time after the date of this Agreement pursuant to Section 2.5.

"Excluded Liabilities" shall have the meaning ascribed thereto in Section 2.4.

"Expense Reimbursement Amount" means the aggregate amount of all reasonable and documented out of pocket costs, expenses and fees incurred by Purchasers or any Purchaser Related Party (including, for the avoidance of doubt, such costs, expenses and fees incurred by Purchaser Parent and its Affiliates) in connection with evaluating, negotiating, documenting and performing the transactions contemplated by this Agreement and the Ancillary Documents, including fees, costs and expenses of any professionals (including financial advisors, outside legal counsel, accountants, experts and consultants) retained by or on behalf of Purchasers or any Purchaser Related Party in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of this Agreement, the transactions contemplated hereby, including the CCAA Proceedings and other judicial and regulatory proceedings related to such transactions, which amount shall be secured by the Break Fee Charge and shall be payable as set forth in Section 11.3.

"Filing Date" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Final Order" means an action taken or order issued by the CCAA Court or other applicable Governmental Body as to which: (i) no request or motion for stay of the action or order is pending, no such stay is in effect, and, if any deadline for filing any such request or motion is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition or motion for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Governmental Body and the time for filing any such petition or motion is passed; (iii) the Governmental Body does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or order is not then under judicial review or appeal, there is no notice of leave to appeal, appeal or other motion or application for judicial review pending, and the deadline for filing such notice of appeal or other motion or application for judicial review has passed, including any extensions thereof.

"France Continuation Plan" means the continuation plan (plan de continuation) to be prepared by the receiver (Administrateur Juduciaire) of Geosys France with the assistance of UrtheCast in application of Articles L. 631-19 and seq. of the French Commercial Code, as approved by the Commercial Court of Toulouse which plan will, *inter alia*, (i) acknowledge the validity, continuity and enforceability of the Geosys Purchase Agreement and the Winfield Solutions Licences, and/or (ii) recognise the Land O'Lakes Assignment Order or the and O'Lakes Assignment Order's effects relating to the assignment of the Geosys Purchase Agreement and the Winfield Solutions Licences.

"France Order" means le jugement en date du 1er octobre 2020 du Tribunal de Commerce de Toulouse ouvrant une procedure de Redressement Judiciaire a l'egard de la societe GEOSYS, SASA., as amended, supplemented and modified from time to time.

"Geosys Australia" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Geosys Brazil" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Geosys France" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Geosys Holding" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Geosys Purchase Agreement" means the purchase and sale agreement dated November 6, 2018 between Land O'Lakes, UrtheCast and 781, as amended by written agreements dated December 10, 2018, January 11, 2019, November 12, 2019, March 30, 2020 and April 14, 2020.

"Geosys Purchase Agreement Cure Amount" means, in respect of the Geosys Purchase Agreement, all amounts net of set-offs to which Sellers may be entitled to make in accordance with the Land O'Lakes Assignment Order, interest, costs and expenses required to be paid by Purchasers to Land O'Lakes to remedy all of Sellers' monetary defaults in relation to the Geosys Purchase Agreement as may be required pursuant to the Land O'Lakes Assignment Order or otherwise required to effect the assignment of the Geosys Purchase Agreement or otherwise to satisfy the Land O'Lakes Condition, and includes any other fees and expenses required to be paid to Land O'Lakes or any other Person to effect the assignment of the Geosys Purchase Agreement or otherwise to satisfy the Land O'Lakes Condition.

"Geosys Purchase Agreement Payment Obligations" means UrtheCast's obligations under the Geosys Purchase Agreement to pay US$10,000,000 in respect of the final installments payable to Land O' Lakes thereunder and any assumed past due expenses.

"Geosys US" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"GoC Financing Condition" shall have the meaning ascribed thereto in Section 2.3(b).

"Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, board, commission, tribunal, agency or political subdivision thereof of any nature, whether national, international, multi-national, supra-national, foreign, federal, state, provincial, territorial or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

"GST" means goods and services tax, including harmonized sales tax, payable under the GST Legislation, together with any other similar goods and services, provincial sales, social services or other value-added tax imposed under the legislation of any province of Canada.

"GST Legislation" means Part IX of the *Excise Tax Act* (Canada), as amended from time to time.

"Guarantee" means any guarantee or other contingent liability, direct or indirect, with respect to any Indebtedness or obligations of another Person, through a Contract or otherwise.

"Hazardous Material" means any substance, material, emission or waste which is defined, regulated, listed or prohibited by any Governmental Body, including petroleum and its by-products, asbestos, polychlorinated biphenyls and any material, waste or substance which is defined or identified as a "hazardous waste," "hazardous substance," "hazardous material," "restricted hazardous waste," "industrial waste," "solid waste," "contaminant,", "dangerous good", "deleterious substance", "greenhouse gas emission", "pollutant," "toxic waste" or "toxic substance" or words of similar import or otherwise regulated under or subject to any provision of Environmental Law.

"IFRS" means generally accepted accounting principles as set out in the CPA Canada Handbook – Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards as applied by the International Accounting Standards Board, at the relevant time, applied on a consistent basis.

"Indebtedness" means, with respect to any Person, (a) all liabilities of such Person for borrowed money, whether secured or unsecured, including all outstanding principal, interest, fees and other amounts payable with respect thereto (including, for the avoidance of doubt, any prepayment penalties, make-whole payments or breakage fees associated with the payment of such borrowed money), (b) all liabilities of such Person evidenced by notes, debentures, bonds or similar instruments, including all outstanding principal, interest, fees and other amounts payable with respect thereto (including, for the avoidance of doubt, any prepayment penalties, make-whole payments or breakage fees associated with the payment thereof), for the payment of which such Person is responsible, (c) all obligations of such Person for the deferred purchase price of property or services (including "earn out" payments), all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement; (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction, but excluding any obligations that are fully discharged at the Closing, (e) obligations under any interest rate, currency or other hedging arrangement or derivatives transaction, (f) all obligations of such Person with respect to the posting of collateral and similar obligations or as obligor, guarantor, surety or otherwise, including pursuant to "keep well" agreements, agreements to maintain or contribute cash or capital to any Person or other similar agreements or arrangements, but excluding any such obligations that are fully discharged at the Closing; and (g) any change of control payments or prepayment premiums, penalties, charges or equivalents thereof with respect to any obligations of the type referred to in clauses (a) through (f) that are required to be paid at the time of, or the payment of which would become due and payable solely as a result of, the execution of this Agreement or the consummation of the transactions contemplated hereby.

"Initial Order" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Intellectual Property" means technology and information of whatever nature or kind, in all cases whether or not subject to any Intellectual Property Rights and whether or not fixed in any medium or reduced to practice, including without limitation (i) Software, Source Code and source materials; (ii) business names, trade names, domain names, trading styles, logos, trade secrets, industrial designs and copyrights; (iii) inventions, formulae, product formulations, processes and processing methods, technology, algorithms, and techniques; (iv) know-how, trade secrets, research and technical data; and (v) software, studies, findings, algorithms, instructions, guides, manuals and designs.

"Intellectual Property Rights" means: (i) any and all worldwide Proprietary rights provided under (A) patent law, (B) copyright law, (C) trade-mark law, (D) design patent or industrial design law, (E) semi-conductor chip or mask work law, or (F) any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, works, or know-how, or the expression or use thereof, and including all past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing, and (ii) any and all applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing.

"Key Employees" shall have the meaning ascribed thereto in Section 8.12.

"Knowledge of Sellers" or "Sellers' Knowledge" means, with respect to any matter, the actual knowledge, after due inquiry, of each of the individuals set forth in Section 1.1 of the Sellers Disclosure Letter.

"Land O'Lakes" means Land O'Lakes, Inc., a cooperative association duly incorporated under the laws of the State of Minnesota.

"Land O'Lakes Assignment Order" shall have the meaning ascribed thereto in Section 2.3(a).

"Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, treaty, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

"Liability" means, as to any Person, any debt, Claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute "or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

"Licensed IP" means all Intellectual Property and Intellectual Property Rights, other than Owned IP, that are used in, or otherwise directly related to, or required to complete and operate, the UrtheCast Target Businesses.

"LOI" shall have the meaning ascribed thereto in the Recitals to this Agreement.

"Mandatory Antitrust Approvals" means each of the approvals or consents of any Governmental Body, or the expiration of the applicable notice or waiting period, in each case required to consummate the Acquisition and the other transactions contemplated by this Agreement under applicable Antitrust Laws, including by means of a decision, in whatever form (including a declaration of lack of jurisdiction or a mere filing or notification, if the Closing can take place, pursuant to the applicable Antitrust Law, without a decision or the expiry of any waiting period) by any Governmental Body under the Antitrust Laws of any of any jurisdiction, authorizing or not objecting to the transactions contemplated by this Agreement, provided that any terms or conditions attached to such decision are acceptable to the Purchasers.

"Material Adverse Effect" means any event, occurrence, fact, condition, or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the UrtheCast Target Businesses, results of operations, condition (financial or otherwise), prospects, Acquired Assets or Assumed Liabilities of Sellers and their respective Subsidiaries, taken as a whole; or (b) the ability of Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, that, for the purposes of clause (a), a Material Adverse Effect shall not be deemed to include events, occurrences, facts, conditions or changes arising out of, relating to or resulting from: (i) changes generally affecting the economy or credit, financial, or securities markets; (ii) any outbreak or escalation of war or any act of terrorism; (iii) changes in applicable Law; (iv) changes in IFRS; (v) changes in political conditions; (vi) general conditions in the industry in which Sellers and their respective Subsidiaries operate; (vii) the announcement of the transactions contemplated by this Agreement; or (ix) the commencement or pendency of the CCAA Proceedings; provided further, however, that any event, change, and effect referred to in clauses (i), (ii), (iii), (iv), (v), (vi) and (vii) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, change, or effect has a disproportionate effect on Sellers and their respective Subsidiaries, taken as a whole, compared to other participants in the industries in which Sellers and their respective Subsidiaries conduct their businesses.

"Material Contract" means any Contract:

(a) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect;

(b) that is a partnership agreement, limited liability company agreement, joint venture agreement or similar agreement or arrangement relating to the formation, creation or operation of any partnership, limited liability company or joint venture in which Sellers or any of their Subsidiaries is a partner, member or joint venturer (or other participant) or the ability of Sellers and their Subsidiaries to develop any of their material projects

(c) under which Indebtedness for borrowed money in excess of $25,000 is or may become outstanding or pursuant to which any property or asset of Sellers or their Subsidiaries is mortgaged, pledged or otherwise subject to an Encumbrance securing Indebtedness for borrowed money in excess of $25,000 or under which Sellers or any of their Subsidiaries has guaranteed any liabilities or obligations of a third party in excess of $25,000, in each case, other than any such Contract between two or more wholly-owned Subsidiaries of Sellers or between Sellers and/or one or more of their wholly-owned Subsidiaries;

(d) under which Sellers or any of the Acquired Entities is obligated to make or expects to receive payments in excess of $25,000 over the remaining term and which are not terminable by such Seller or Acquired Entity upon 90 days' or less advance notice;

(e) that contemplates the payment of royalties, commissions, or other payments based on provision of services or sales of products during any 12-month period of $25,000 or more, whether related to licensing or development of Intellectual Property or otherwise (but excluding all Off-the-Shelf Software);

(f) that is a confidentiality, secrecy, or non-disclosure Contract entered into outside the Ordinary Course of Business;

(g) that contains non-competition, non-solicitation, or other similar provisions;

(h) that creates an exclusive dealing arrangement or right of first offer or refusal;

(i) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds $25,000;

(j) that is a Collective Agreement;

(k) that limits or restricts in any material respect (a) the ability of Sellers or any of their Subsidiaries to incur Indebtedness, to engage in any line of business or carry on business in any geographic area, to compete with any Person, or to engage in any merger, consolidation or other business combination, or (b) the scope of Persons to whom Sellers or any of their Subsidiaries may sell products;

(l) between Sellers or any of their Subsidiaries, on the one hand, and any director or executive officer of the Sellers or any of their Subsidiaries, on the other hand;

(m) providing for indemnification by Sellers or their Subsidiaries of another Person, other than Contracts for goods or services, Contracts with directors or officers of Sellers or their

Subsidiaries in their capacity as such or Contracts which provide for indemnification obligations of less than $25,000;

(n) that is an employment, independent contractor or similar Contract providing for payments or benefits, or otherwise triggers material obligations, in any case solely as a result of the consummation of any of the transactions contemplated by this Agreement; or

(o) that is or would reasonably be expected to be material to Sellers and their Subsidiaries, the UrtheCast Target Businesses or the Acquired Assets, taken as a whole.

"Monitor" means Ernst & Young Inc., in its capacity as the CCAA Court-appointed Monitor in connection with the CCAA Proceedings.

"Monitor's Certificate" means the certificate, substantially in the form attached as Schedule "C" to the Sale Order, to be delivered by the Monitor to Sellers and Purchasers on Closing and thereafter filed by the Monitor with the CCAA Court, certifying that the Monitor has received the Conditions Certificates.

"Non-Participating Secured Lender" means a Secured Lender who has elected to not receive Consideration Equity Interests in satisfaction of its Secured Debt, but has agreed to the termination, forgiveness, and cancellation of its Secured Debt prior to Closing.

"Off-the-Shelf Software" means mass marketed, non-customized Software with a replacement cost and/or annual license fee of less than $50,000 in the aggregate.

"Open Source Materials" means any software or other technology or content ("Materials") (i) that is distributed as "free software", "open source software" or under a similar licensing or distribution model (including without limitation any of the licenses listed at http://www.opensource.org/licenses), or (ii) that contain, or are derived in any manner (in whole or in part) from, any Materials that are distributed pursuant to any license that requires, as a condition of use, modification and/or distribution of such Materials, that Materials ("Derivative Materials") incorporated into, derived from, or distributed with such Materials be: (A) disclosed or distributed in Source Code form; (B) licensed for the purpose of making modifications or derivate works; (C) reproduced and/or redistributed at no or minimal charge; (D) permitted to be reverse engineered; (E) used only for non-commercial purposes; (F) distributed pursuant to specified license terms or accompanied by specified notices (including without limitation terms regarding limitations of liability, attribution, and/or ownership of incorporated materials); or (G) otherwise distributed on terms that impede the ability to distribute and license such Derivative Materials as the licensor of such Derivative Materials sees fit.

"Omitted Asset" shall have the meaning ascribed thereto in Section 2.6(a).

"Order" means any decree, order, injunction, rule, judgment, consent, ruling, writ, assessment or arbitration award of or by any court or Governmental Body.

"Ordinary Course of Business" means, with respect to any Person, actions that (i) are taken in the ordinary and usual course of operations of the Business consistent with past practice in effect prior to filing of the CCAA Proceedings and prior to the enactment of measures taken in response to the COVID-19 pandemic, (ii) are taken in accordance with all applicable Laws and (iii) do not result from or arise out of and were not caused by, any breach of Contract, breach of warranty, tort, infringement or violation of Law by such Person or any Affiliate of such Person.

"Organizational Documents" means, with respect to a particular entity Person, (a) if a corporation, the articles or certificate of incorporation or notice of articles and the articles or bylaws, (b) if a general partnership, the partnership agreement and any statement of partnership, (c) if a limited partnership, the limited partnership agreement and certificate of limited partnership, (d) if a limited liability company, the articles or certificate of organization or formation and any limited liability company or operating agreement, (e) if another type of Person, all other charter and similar documents adopted or filed in connection with the creation, formation or organization of the Person, and (f) all amendments or supplements to any of the foregoing.

"Outside Date" shall have meaning ascribed thereto in Section 11.1(b)(i).

"Owned IP" means all Intellectual Property that is owned by or purported to be owned by, or created by or on behalf of the Sellers or the Acquired Entities and used in, or otherwise directly related to, or required to complete and operate, the UrtheCast Target Businesses, together with all Intellectual Property Rights therein.

"Participating Secured Lender" means a Secured Lender that has elected to accept its pro rata share of the Consideration Equity Interests in full and final satisfaction of its Secured Debt.

"Parties" means the Purchasers and Sellers collectively and a "Party" refers to any of them.

"Permitted Encumbrances" means, as of any particular time and in respect of any Person, each of the following Encumbrances: (1) Encumbrances set forth in Section 1.1 of the Sellers Disclosure Letter; (2) Encumbrances for Taxes, assessments and other government charges not yet due and payable; (3) mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like Encumbrances arising or incurred in the Ordinary Course of Business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business; (4) Encumbrances relating to purchase money security interests entered into in the Ordinary Course of Business consistent with past practice which are not, individually or in the aggregate, material to the Business; (5) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property which are not, individually or in the aggregate, material to the Business; (6) Encumbrances to which the Purchasers consent in writing; and (7) for purposes of the representations and warranties given by Sellers on the Effective Date under Article IV hereof and Section 6.1(b)(iii) only, all "Permitted Encumbrances" as defined in the DIP Facility Credit Agreement.

"Person" means any corporation, partnership, joint venture, limited liability company, unlimited liability company, organization, entity, authority or natural person.

"Personal Information" means any information about an identifiable individual (other than any information that is used for the purpose of communicating or facilitating communication with an individual in relation to their employment, business or profession such as the individual's name, position name or title, work address, work telephone number, work fax number or work electronic address);

"Pre-Closing Period" means the period commencing on the Effective Date and ending on the earlier of the date upon which this Agreement is validly terminated pursuant to Article XI or the Closing Date.

"Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or before the Closing Date.

"Previously Omitted Contract" shall have the meaning ascribed thereto in Section 2.5(b)(i).

"Previously Omitted Contract Designation" shall have the meaning ascribed thereto in Section 2.5(b)(i).

"Previously Omitted Contract Notice" shall have the meaning ascribed thereto in Section 2.5(b)(ii).

"Purchase Price" shall have the meaning ascribed thereto in Section 3.1.

"Purchaser Holdco" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Purchaser Holdco Equity Interests" means such number of non-voting limited partnership interests in Purchaser Holdco as is equal to (a) 35% of the total limited partnership interests in Purchaser Holdco (which percentage interest shall be subject to dilution and adjustment in respect of (i) the warrants (with a value at the Closing Date equal to $2,698,000) to be issued to the DIP Lender and (ii) any amounts (other than in respect of the Purchase Price) contributed to Purchaser Holdco during the period between the execution of this Agreement and the Closing Date) multiplied by (b) a fraction, the numerator of which is the sum of all Secured Debt held by Participating Secured Lenders as of the date hereof and the denominator of which is the aggregate amount of all Secured Debt as of the date hereof.

"Purchaser Parent" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Purchaser Related Party" means any former, current or future direct or indirect director, manager, officer, employee, agent or Affiliate of Purchasers; any former, current or future, direct or indirect holder of any equity interests or securities of Purchasers (whether such holder is a limited or general partner, member, stockholder, trust, trust beneficiary or otherwise); any former, current or future assignee of Purchasers; any equity or debt financing source of Purchasers; or any former, current or future director, officer, trustee, beneficiary, employee, agent, Representative, Affiliate, advisor, general or limited partner, manager, member, stockholder, or assignee of any of the foregoing.

"Purchasers" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Purchasers' Conditions Certificate" shall have the meaning ascribed thereto in Section 10.4.

"Regulation" means any Law, statute, regulation, code, guideline, protocol, policy, ruling, rule or Order of, administered or enforced by or on behalf of any Governmental Body and all judgments, orders, writs, injunctions, decisions and mandate of any Governmental Body which, although not actually having the force of law, are considered by such Governmental Body as requiring compliance as if having the force of law or which establish the interpretative position of the Law by such Governmental Body.

"Release" means any release, spill, deposit, emission, leaking, pumping, escape, emptying, leaching, seeping, disposal, discharge, dispersal or migration into the indoor or outdoor environment or into or out of any property or assets (including the Acquired Assets) owned or leased by any Seller as at the Closing Date, including the movement of Contaminants, including Hazardous Materials, through or in the air, soil, ground, surface water, groundwater or property.

"Released Parties" shall have the meaning ascribed thereto in Section 12.2.

"Remote Sensing Subscription Agreement" means the UrtheDaily Constellation Subscription Purchase Agreement dated September 20, 2018 between Remote Sensing Inc. and UrtheCast.

"Representatives" means the officers, employees, legal counsel, accountants and other authorized representatives, agents and contractors of any Person.

"Retained Subsidiaries" means, collectively, UrtheCast International Corp., UrtheCast Holdings (Malta) Limited, UrtheCast Investments (Malta) Limited, UrtheCast Imaging S.L.U., Deimos Imaging S.L.U., and DOT Imaging S.L.U., and "Retained Subsidiary" means any of them.

"SADI Debt" means $11,689,544 of unsecured indebtedness as at November 30, 2020 payable by UrtheCast to the Government of Canada under the SADI Loan Agreement.

"SADI Loan Agreement" means the repayable contribution agreement dated February 9, 2017 between UrtheCast and the Government of Canada.

"Sale Order" means an Order of the CCAA Court, substantially in the form of Exhibit A hereto, with such changes as may be agreed by Purchasers and Sellers, each acting reasonably, approving the transactions contemplated by this Agreement and, upon Closing, vesting the Acquired Assets in the Purchasers, free and clear of all Encumbrances, other than the Permitted Encumbrances.

"Secured Debt" means $37,372,513 aggregate principal amount and accrued and unpaid interest owing by certain of the Sellers to the Secured Lenders, representing all of the secured Indebtedness of the Sellers at the date hereof.

"Secured Lenders" means, collectively, Bolzano Investments Limited, Lunar Ventures Inc., SMF Investments Limited, Skidmore Group and each of Messrs. Don Osborne, Sai Chu, William Evans, James Topham, and Mark Piegza.

"Sellers Disclosure Letter" means the disclosure letter delivered by Sellers to Purchasers concurrently with the execution and delivery of this Agreement.

"Sellers" shall have the meaning ascribed thereto in the Preamble hereof.

"Sellers' Conditions Certificate" shall have the meaning ascribed thereto in Section 10.4.

"SIF Loan Agreement" means the agreement to be entered into relating to a repayable contribution from the Government of Canada under the Strategic Innovation Fund, in accordance with the term sheet dated May 15, 2020.

"SISP" shall have the meaning ascribed thereto in the Recitals to this Agreement.

"SISP Order" means the Sale Process Order issued by the CCAA Court on October 16, 2020 and attached hereto as Exhibit E, and any amendments there that may be agreed to by Purchasers in their sole discretion and Sellers in their reasonable discretion, in each case with the consent of the Monitor.

"Source Code" means the human-readable form of a computer instruction, including related system documentation, applicable comments and procedural codes such as job control language.

"Specified Interim Payments" means any payment received by any Seller or an Acquired Entity during the Pre-Closing Period from Land O'Lakes, Winfield Solutions or any respective Affiliate thereof.

"Stalking Horse Term Sheet" shall have the meaning ascribed thereto in the Recitals to this Agreement.

"Stay" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Software" means any computer program, operating system, applications system, firmware, software or rights thereto of any nature, whether operational, under development or inactive, including all object code, Source Code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technical manuals, user manuals and other documentation, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory, device, paper or other media of any nature.

"Subscription Agreements" means, collectively, the Remote Sensing Subscription Agreement and the TerraTech Subscription Agreement.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, unlimited liability company, public liability company, private limited company, joint venture, partnership or other entity of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body.

"Successful Bidder" shall mean the successful bidder determined in accordance with the SISP.

"Support Agreement" shall have the meaning ascribed thereto in the Recitals to this Agreement.

"Tax Act" means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time.

"Tax Return" means any report, return, information return, election, agreement, declaration or other document of any nature or kind required to be filed with any applicable Governmental Body in respect of Taxes, including any amendment, schedule, attachment or supplement thereto and whether in tangible or electronic form.

"Taxes" means all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, GST, franchise, excise, value added, capital, license, payroll, employment, employer health, unemployment, pension, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer (including land registration or transfer), fuel, excess profits, occupational and interest equalization, windfall profits, severance and withholding and social security taxes imposed by Canada, the United States or any other country or by any state, province, territory, municipality, subdivision or instrumentality of Canada or the United States or of any other country or by any other Governmental Body, and employment or unemployment insurance premiums, Canada Pension Plan or Quebec Pension Plan contributions, together with all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such Taxes.

"TerraTech Subscription Agreement" means the UrtheDaily Constellation Subscription Purchase Agreement dated October 17, 2018 between TerraTech SAC and UrtheCast.

A "third party" means any Person other than any Seller, Purchasers or any of their respective Affiliates.

"Transfer Taxes" shall have the meaning ascribed thereto in Section 12.14(a).

"Transferred Employees" shall have the meaning ascribed thereto in Section 7.1(a).

"Transferred Information" means any Personal Information disclosed or conveyed to one Party or any of its representatives or agents (a "Recipient") by or on behalf of another Party (a "Disclosing Party") as a result of or in conjunction with the transactions contemplated herein, and includes all such Personal Information disclosed to the Recipient prior to the execution of this Agreement.

"UrtheCast" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"UrtheCast Deferred Executive Salary Obligations" means all amounts payable to Key Employees as a result of the deferred executive salary arrangements set forth in Section 2.3(d) of the Disclosure Letter.

"UrtheCast USA" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"UrtheCast Target Business Products" means the products commercialized by the UrtheCast Target Businesses as it is currently operated.

"UrtheCast Target Businesses" means UrtheDaily Constellation and UrthePipeline, including all related assets, Contracts, Intellectual Property, Software and Documents that are owned by Sellers and the Acquired Entities (or any of them) and that are reasonably necessary to design, complete, finance, launch and operate UrtheDaily Constellation and/or UrthePipeline.

"UrtheDaily Constellation" shall have the meaning used for that term in UrtheCast's annual information form for the fiscal year ended December 31, 2019 dated May 4, 2020.

"UrthePipeline" shall have the meaning used for that term in UrtheCast's annual information form for the fiscal year ended December 31, 2019 dated May 4, 2020.

"US$" means the currency of the United States, and all references to monetary amounts herein shall be in Dollars unless otherwise specified herein.

"US Recognition Order" means the Order Granting Recognition of Foreign Proceeding and Certain Related Relief under Sections 362, 365, 1517, 1520 and 1521 of the Bankruptcy Code issued by the United States Bankruptcy Court for the District of Minnesota on October 29, 2020, as may be amended, supplemented, restated or superseded from time to time.

"US Recognition Order of Land O'Lakes Assignment Order" shall have the meaning ascribed thereto in Section 2.3(a).

"US Recognition Order of Sale Order" means an Order of the United States Bankruptcy Court for the District of Minnesota recognizing the Sale Order.

"Winfield Solutions" means Winfield Solutions, LLC, a Delaware limited liability company.

"Winfield Solutions Licenses" means:

(a) the Long Term License and Services Agreement dated effective as of January 14, 2019, as amended by written agreements dated November 12, 2019 and March 30, 2020 by and between Winfield Solutions, UrtheCast, Deimos Imaging S.L.U. and Geosys France; and

(b) the Interim License and Services Agreement dated effective as of January 14, 2019 by and between Winfield Solutions, UrtheCast, Geosys France, Geosys Australia, Geosys Brazil, Geosys US, and Geosys Europe SARL.

1.2 Other Terms. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning through this Agreement.

1.3 Other Definitional Provisions.

(a) The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) References herein to a specific Section, Subsection or Schedule shall refer, respectively, to Sections, Subsections or Schedules of this Agreement, unless the express context otherwise requires.

(d) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under IFRS consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under IFRS, the definition set forth in this Agreement will control.

(e) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(f) Any provision of this Agreement that requires Purchasers to act reasonably shall not be deemed to require Purchasers to accept, agree or consent to any Order or supplement, amendment or modification thereto, or any other matter that adversely affects Purchasers or is inconsistent with the terms of this Agreement, in each case, other than in any *de minimis* respect.

(g) Any provision of this Agreement that requires any Party to use commercially reasonable efforts to satisfy conditions to Closing having a sole discretion standard do not require such Party to accept any term or agreement not acceptable to such Party in its sole discretion.

(h) Wherever the word "include," or "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation."

ARTICLE II
PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers shall sell, assign, transfer and deliver to Purchasers, and Purchasers shall purchase, acquire and take assignment and delivery of, all of the Sellers' right, title and interest in the assets and properties of Sellers related to, associated with or comprising the UrtheCast Target Businesses (other than the Excluded Assets) (the "Acquired Assets") subject to Section 2.5, free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances), including the following:

(a) all of the issued and outstanding equity interests held by any Seller in Geosys Holding and Geosys US (collectively, the "Acquired Subsidiaries");

(b) all rights, title and interests of any Seller in the Geosys Purchase Agreement;

(c) all rights, title and interests of any Seller in the Subscription Agreements;

(d) all rights, title and interests of any Seller in the Winfield Solutions Licenses;

(e) all equipment and tangible property of Sellers, including inventory, raw materials, work in process, vehicles, tools, parts and supplies, machinery, furniture, furnishing, appliances, fixtures, office equipment, owned and licensed computer hardware and related documentation, stored data, communication equipment, trade fixtures and leasehold improvements, in each case, to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses;

(f) all Authorizations and all pending applications therefor set forth in Section 4.9 of the Sellers Disclosure Letter, in each case, to the extent such Authorizations and pending applications therefor are transferrable or assignable, that are directly related to, or required to complete and operate, the UrtheCast Target Businesses;

(g) all rights, options, claims and causes of action, to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses; and

(h) all prepaid charges and expenses, including all prepaid rent and all prepaid charges, expenses and rent under any personal property leases to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses;

(i) subject to Section 2.5, all of the Assigned Contracts;

(j) all rights, options, Claims or causes of action of any Seller or other Applicant against any party arising out of events occurring prior to the Closing, including and, for the avoidance of doubt, arising out of events occurring prior to the Filing Date, and including (i) any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Sellers in connection with the Acquired Assets or Assumed Liabilities, and (ii) any and all causes of action related to the Acquired Assets or Assumed Liabilities under applicable Law;

(k) all Assumed Plans, together with all funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies and administration service contracts related thereto), and all rights and obligations thereunder;

(l) all personnel files for Transferred Employees except as prohibited by Law; provided, however, that Sellers have the right to retain copies at Sellers' expense to the extent required by Law;

(m) the Owned IP and the Licensed IP;

(n) all goodwill, payment intangibles and general intangible assets and rights of Sellers to the extent associated with the UrtheCast Target Businesses, the Assumed Liabilities or the Acquired Assets;

(o) to the extent permitted by Law, Sellers' Documents related to or associated with the UrtheCast Target Businesses; provided, however, that Sellers have the right to retain copies of all of the foregoing at Sellers' expense to the extent required by Law;

(p) to the extent transferable, all rights and obligations under or arising out of all insurance policies relating to the UrtheCast Target Businesses or any of the Acquired Assets or Assumed Liabilities;

(q) all Specified Interim Payments;

(r) all rights and obligations under non-disclosure, confidentiality, non-competition, non-solicitation and similar arrangements with (or for the benefit of) former or current employees and agents of Sellers or with third parties (including any non-disclosure, confidentiality agreements or similar arrangements entered into in connection with or in contemplation of the filing of the CCAA Proceedings or pursuant to the SISP) that relate to the Acquired Assets or the Assumed Liabilities; and

(s) all other or additional assets, properties, privileges, rights and interests of Sellers relating to the UrtheCast Target Businesses, the Assumed Liabilities or the Acquired Assets (other than any Excluded Assets) of every kind and description and wherever located, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, and whether or not specifically referred to in this Agreement.

2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the Acquired Assets shall not include any of the following (collectively, the "Excluded Assets"):

(a) all Excluded Contracts;

(b) Sellers' rights under this Agreement, including the right to the Cash Purchase Price, and under any Ancillary Documents;

(c) all current and prior director and officer insurance policies of Sellers and all rights of any nature with respect thereto running in favor of any Seller, including all insurance recoveries thereunder and rights to assert Claims with respect to any such insurance recoveries, in each case, as the same may run in favor of any Seller and arising out of actions taking place prior to the Closing Date; and

(d) Sellers' Organizational Documents, corporate charter, minute and stock record books, income tax returns and corporate seal; provided that Purchasers shall have the right to reasonably request, and Sellers shall reasonably cooperate to provide, copies of any portions of such documents solely as they relate to the Acquired Assets.

2.3 Assumed Liabilities. At the Closing, except as provided in Section 2.2 and/or in Section 2.4 hereof, and subject to Section 2.5, Purchasers shall assume, pursuant to the Assignment and

Assumption Agreement and the Assignment and Assumption of Leases, and agree to pay, perform, fulfill and discharge only the following Liabilities of Sellers (and only the following Liabilities) (collectively, the "Assumed Liabilities"):

(a) the Geosys Purchase Agreement Payment Obligations (such assumption to be subject to (i) an Assignment Order being issued by the CCAA Court (in form and substance satisfactory to Purchasers, including with respect to approval and confirmation of the quantum of the Geosys Purchase Agreement Cure Amount) assigning the Seller's right, title and interest in and to the Geosys Purchase Agreement and the Winfield Solutions Licenses to the Purchaser upon Closing (the "Land O'Lakes Assignment Order"), (ii) an Order being issued by the United States Bankruptcy Court for the District of Minnesota recognizing the Land O'Lakes Assignment Order (the "US Recognition of the Land O'Lakes Assignment Order"), (iii) the France Continuation Plan being approved by the Commercial Court of Toulouse and (iv) the Land O'Lakes Assignment Order and the US Recognition of the Land O'Lakes Assignment Order shall not have been stayed, varied or vacated (all of the foregoing, collectively, the "Land O'Lakes Condition"));

(b) the SADI Debt (such assumption to be subject to (i) Purchasers having received written assurances (satisfactory to Purchaser Holdco, in its sole discretion) from the Governmental Bodies under which UrtheCast obtains low-interest loans that the completion of the transactions contemplated herein will not affect the continued availability of future funding under the SADI Debt, as well as commitment to enter into the SIF Loan Agreement (on terms satisfactory to Purchaser Holdco, in its sole discretion) in respect of the CAD$40,000,000 SIF Loan contemplated by the letter of May 15, 2020 from Innovation, Science and Economic Development Canada and (ii) the related funding agreements remain in good standing at Closing (the "GoC Financing Condition"));

(c) all Cure Amounts owing under any Assignment Order Contract pursuant to the Assignment Order;

(d) the UrtheCast Deferred Executive Salary Obligations;

(e) accrued vacation obligations as of the Closing Date in respect of the Transferring Employees; and

(f) accrued and unpaid PSU bonuses payable to certain non-executive Transferring Employees as set out in Section 2.3(f) of the Sellers Disclosure Letter.

2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, the Purchasers are not assuming, and shall not be obligated to pay, perform or otherwise discharge any Liability that is not an Assumed Liability (collectively, the "Excluded Liabilities"), including the following:

(a) any and all Liabilities arising out of, relating to or otherwise in respect of the Acquired Assets and/or Business arising prior to the Closing, other than the Assumed Liabilities;

(b) any and all Liabilities of any Seller relating to or otherwise arising, whether before, on or after the Closing, out of, or in connection with, any of the Excluded Assets;

(c) any and all Liabilities of any Retained Subsidiary;

(d) any and all Liabilities of any Seller for Indebtedness, including (i) all intercompany Indebtedness between any Seller, on the one hand, and any Retained Subsidiary, on the other hand, and (iii) all Guarantees by Sellers, but excluding any intercompany Indebtedness among Sellers and the Acquired Entities;

(e) any and all (i) Liabilities of any Seller for any Taxes arising or related to any period(s) on or prior to the Closing Date, and (ii) Taxes arising from or in connection with an Excluded Asset, except, in each case, Transfer Taxes as provided in Section 12.14(a);

(f) any and all Liabilities of any Seller in respect of the Excluded Contracts and any other Contracts to which such Seller is party or is otherwise bound that are not Assigned Contracts;

(g) all Liabilities and obligations of any Seller under the Assigned Contracts in respect of (i) a breach, non-monetary default, violation or non-compliance by any Seller or any Affiliate thereof prior to the Closing, and (ii) trade payables arising on or after the Filing Date that are due and payable as of or prior to the Closing in the ordinary course;

(h) any and all Liabilities arising out of or relating to any business or property formerly owned or operated by any Seller, any Affiliate or predecessor thereof, but not presently owned and operated by such Seller;

(i) any and all Liabilities of any Seller or its predecessors arising out of any Contract, Authorization, franchise or claim that is not transferred to Purchasers as part of the Acquired Assets;

(j) any and all Liability for: (i) costs and expenses incurred by Sellers or owed in connection with the administration of the CCAA Proceedings (including the Monitor's fees, the fees and expenses of attorneys, accountants, financial advisors, consultants and other professionals retained by Sellers or the Monitor, and the fees and expenses of the post-filing lenders or the pre-filing lenders incurred or owed in connection with the administration of the CCAA Proceedings); and (ii) all costs and expenses of Sellers incurred in connection with the negotiation, execution and consummation of the transactions contemplated under this Agreement;

(k) any and all Liabilities in respect of Employees other than the Liabilities relating to Key Employees and Transferred Employees that are expressly assumed under Sections 2.3 and 8.12;

(l) any and all Liabilities with respect to change of control or similar arrangements with any officer, employee or contractor of any Seller, excluding the UrtheCast Deferred Executive Salary Obligations;

(m) any and all Liabilities arising out of, relating to or otherwise in respect of any violation of Law by, or any Action against, any Seller or any breach, default or violation by any Seller of or under any Assigned Contracts occurring prior to the Closing;

(n) any and all Liabilities of Sellers under this Agreement;

(o) any and all Liabilities to any broker, finder or financial advisor for Sellers in connection with the transactions contemplated by this Agreement;

(p) any and all Liabilities for any Tax or Taxes arising out of or relating to the operation of the Business (as currently or formerly conducted) or the ownership of the Acquired Assets for any Pre-Closing Tax Period, including any and all property Taxes with respect to any Pre-Closing Tax Period, except, in each case, Transfer Taxes as provided in Section 12.14(a);

(q) any Liability for any Tax or Taxes of Sellers or their Affiliates for any taxable period, except Transfer Taxes as provided in Section 12.14(a); and

(r) any Liability for any withholding Tax or Taxes imposed as a result of the transactions contemplated by this Agreement.

2.5 Assigned Contracts/Previously Omitted Contracts.

(a) Assignment and Assumption at Closing.

(i) Section 2.5 of the Sellers Disclosure Letter sets forth a list of all Contracts to which any Seller is party, including all Contracts that were entered into by a Seller following the Filing Date.

(ii) Section 2.5 of the Sellers Disclosure Letter sets forth a list of all Contracts directly related to, or required to complete and operate, the UrtheCast Target Businesses (the "Assigned Contracts").

(iii) The Sellers shall bring a motion to the CCAA Court for the issuance of an Assignment Order assigning all of the rights and obligations of Sellers under the Assigned Contracts that require a consent, approval or waiver of a third party (the "Assignment Order Contracts") to one or more Designated Purchasers, as directed by Purchasers, and compelling or deeming the applicable consent, approval or waiver (or equivalent thereof) of the counterparty to such assignment, such motion for the Assignment Order, to be brought together with the motion for the Sale Order. If such Assignment Order is obtained by Sellers in accordance with this Agreement, Purchasers agree to accept such assignment of all of the rights and obligations of the Sellers under any Assignment Order Contract listed in Section 2.5(c) of the Sellers Disclosure Letter that is assigned pursuant to the Assignment Order, including without limitation the obligation to pay any cure costs in connection with all Assignment Order Contracts, as applicable.

(iv) From and after the date hereof until the date upon which the motion for the granting of the Assignment Order is scheduled to be heard by the CCAA Court, Purchasers, without any adjustment to the Cash Purchase Price, shall be entitled to make additions, deletions and modifications to the Assigned Contracts identified in Section 2.5 of the Sellers Disclosure Letter or the Assignment Order Contracts in Section 2.5(c) of the Sellers Disclosure Letter in their sole discretion following consultation with Sellers by delivery of written notice to Sellers. For greater certainty, any Contract designated by Purchasers as an Excluded Contract in Section 2.5(d) of the Sellers Disclosure Letter after the date of this Agreement shall be deemed to no longer be an Assigned Contract and to be an Excluded Contract.

(b) Previously Omitted Contracts.

(i) If prior to Closing, (A) it is discovered that a Contract should have been listed but was not listed in Section 2.5 of the Sellers Disclosure Letter, or (B) a Contract is entered into after the Effective Date that would have been listed in Section 2.5 of the Sellers Disclosure Letter if any Seller had entered into such Contract on or before the Effective Date (any such Contract, a "Previously Omitted Contract"), Sellers shall, promptly following the discovery thereof or entry into such Contract (but in no event later than five (5) Business Days thereafter), notify Purchasers in writing of such Previously Omitted Contract and any Cure Amount for such Previously Omitted Contract. Purchasers shall thereafter deliver written notice to Sellers, promptly following notification of such Previously Omitted Contract from Sellers and in any event prior to the date that is five (5) Business Days prior to the date upon which the motion for the granting of the Assignment Order is scheduled to be heard by the CCAA Court, designating such Previously Omitted Contract as an "Assigned Contract", "Assignment Order Contract" and/or "Excluded Contract" (a "Previously Omitted Contract Designation"). A Previously Omitted Contract designated in accordance with this Section 2.5 as an "Excluded Contract", or with respect to which Purchasers fail to timely deliver a Previously Omitted Contract Designation, shall be an Excluded Contract. There shall be no adjustment to the Cash Purchase Price in respect of any Previously Omitted Contract or any Previously Omitted Contract Designation.

(ii) If a Purchaser designates a Previously Omitted Contract as an Assigned Contract", "Assignment Order Contract" and/or "Excluded Contract" in accordance with Section 2.5, Section 2.5 of the Sellers Disclosure Letter shall be amended to include such Previously Omitted Contract and Sellers shall serve a notice (the "Previously Omitted Contract Notice") on the counterparties to such Previously Omitted Contract notifying such counterparties of the Sellers' intention to assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with seven (7) days to object, in writing to Sellers and the applicable Purchaser, to the assumption of its Contract. If the counterparties, Sellers and the applicable Purchaser are unable to reach a consensual resolution with respect to an objection relating to a Previously Omitted Contract that has been designated as an "Assignment Order Contract" in accordance with Section 2.5, and provided that Sellers are still subject to the CCAA Proceedings, Sellers will seek an expedited hearing before the CCAA Court for an Assignment Order in respect of such

Assignment Order Contract. The rights set out in this Section 2.5(b)(ii) shall expire upon the termination of the Sellers' CCAA Proceedings.

(c) Disclaimer of Assigned Contracts. Sellers shall not disclaim or seek to disclaim any Assigned Contract in the CCAA Proceedings or any other proceeding following the Effective Date and prior to any termination of this Agreement without the prior written consent of Purchasers, which Purchasers may withhold, condition or delay, in their sole discretion. For greater certainty, (i) all Contracts that have not been designated as "Assigned Contracts" as at the date that is five (5) Business Days prior to the date upon which the motion for the granting of the Assignment Order is scheduled to be heard by the CCAA Court shall be deemed to be Excluded Contracts, and (ii) the Sellers shall be entitled, at any time from and after the date that is five (5) Business Days prior to the date upon which the motion for the granting of the Assignment Order is scheduled to be heard by the CCAA Court, to disclaim or seek to disclaim any Excluded Contracts.

2.6 Omitted Assets Held by Retained Subsidiaries.

(a) If it is determined at any time before or, subject to Section 2.6(b), after the Closing that any Retained Subsidiary holds any right, title or interest in or to any assets or properties that are either (i) essential to the UrtheCast Target Businesses or (ii) agreed by Sellers, Purchasers and Monitor, each acting reasonably, to have been unintentionally omitted from the Acquired Assets (each, an "Omitted Asset"), then Sellers shall cooperate and use their respective best efforts to implement a mutually agreeable arrangement with Purchasers pursuant to which one or more Designated Purchasers, as directed by Purchasers, shall obtain the benefits, and assume the liabilities and obligations, related to such Omitted Asset in accordance with this Agreement.

(b) Notwithstanding the foregoing: (i) nothing in this Section 2.6 shall require any Seller to cause any Retained Subsidiary to renew any rights relating to any Omitted Assets once they have expired; (ii) any efforts required of Sellers pursuant to this Section 2.6 are only required while UrtheCast remains duly incorporated, organized or formed and validly existing under the laws of its jurisdiction of incorporation, organization or formation; and (iii) all third party costs incurred by any Seller or Retained Subsidiary in respect of or related to the Omitted Assets shall be paid by UrtheCast or, if UrtheCast has ceased to exist pursuant to the CCAA Proceedings, Purchasers.

(c) For the avoidance of doubt, and subject to each Seller's compliance with its obligations in Section 2.6(a), the Parties acknowledge that the existence of any one or more Omitted Assets shall not (i) constitute a breach of any covenant hereunder; (ii) entitle Purchasers to terminate this Agreement; and (iii) result in a reduction of the Purchase Price payable hereunder. Any Omitted Asset assigned by any Retained Subsidiary pursuant to the terms of this Section 2.6 shall, upon such assignment, constitute an Acquired Asset from and after such date.

ARTICLE III
PURCHASE PRICE AND PAYMENT

3.1 Purchase Price.

The purchase price for the Acquired Assets shall be $61,371,434, comprised of (i) the Cash Purchase Price, (ii) the Consideration Equity Interests, and (iii) the Assumed Liabilities (the "Purchase Price"). For greater certainty, the value of the Geosys Purchase Agreement Payment Obligations has been taken into account with respect to the determination of the aggregate Purchase Price payable pursuant to this Article III and the assumption of such Geosys Purchase Agreement Payment Obligations by the Purchaser does not constitute separate or additional consideration hereunder in respect of the Acquired Assets. The Purchase Price shall be allocated on Closing amongst the Acquired Assets in accordance with the provisions of Section 12.14(c).

3.2 Satisfaction of Purchase Price.

(a) Subject to Sections 3.2(d) and 3.2(e), the Cash Purchase Price shall be satisfied by Purchasers as follows:

(i) as to the Deposit, by payment to the Monitor within three (3) Business Days of the execution and delivery of this Agreement; and

(ii) as to the amount equal to the Cash Purchase Price less the Deposit (the "Cash Balance"), by wire transfer of immediately available funds of to such bank account as shall be designated in writing by the Sellers at least two (2) Business Days prior to the Closing Date; provided however, to the extent the DIP Lender has assigned to the Purchasers any of the indebtedness outstanding under the DIP Facility Credit Agreement, Purchasers shall have the right to withhold and set-off against the Cash Balance any indebtedness owing to Purchasers under the DIP Facility Credit Agreement.

(b) Upon closing, Purchasers shall:

(i) cause Purchaser Holdco to issue and deliver the Purchaser Holdco Equity Interests to Creditor Aggregator LP; and

(ii) cause Creditor Aggregator LP to issue and deliver the Consideration Equity Interests, on behalf of UrtheCast, to the Participating Secured Lenders (as directed by Sellers on Closing) as full and final repayment of the Secured Debt of such Participating Secured Lenders, such repayment being in an amount equal to the fair market value of such Consideration Equity Interests.

(c) In addition to the payment of the Purchase Price as above, the Assumed Liabilities will be assumed by Purchasers pursuant to the Assignment and Assumption Agreement and the Assignment and Assumption of Leases.

(d) Any payment of any funds by or on behalf of any of the Purchasers to any Seller or any Acquired Entity during the Pre-Closing Period, other than amounts delivered pursuant to and under the DIP Facility, shall, unless otherwise agreed in writing between Purchasers and Urthecast, be treated as a non-interest bearing loan made by the Purchasers to UrtheCast and shall be repaid by way of set off against an equivalent portion of the Cash Purchase Price and, for greater certainty, the Cash Balance payable pursuant to Section 3.2(a)(ii) shall be reduced by the aggregate amount of such payments.

(e) Any utilization of Specified Interim Payments by the Seller in accordance with Section 6.15 shall be credited and applied towards the Purchase Price upon Closing and, for greater certainty, the Cash Balance payable pursuant to Section 3.2(a)(ii) shall be reduced by such aggregate amount.

3.3 Further Assurances. From time to time after the Closing and without further consideration, (a) Sellers, upon the request of Purchasers shall use commercially reasonable efforts to execute and deliver such documents and instruments of conveyance and transfer as Purchasers may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated hereby and to vest in Purchasers title to the Acquired Assets transferred hereunder, and (b) Purchasers, upon the request of Sellers, shall use commercially reasonable efforts to execute and deliver such documents and instruments of assumption as Sellers may reasonably request in order to confirm Purchasers' Liability for the obligations under the Assumed Liabilities or otherwise more fully consummate the transactions contemplated by this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Sellers Disclosure Letter, and subject to the limitation set out in Section 4.23 below, Sellers represent and warrant to Purchasers as of the Effective Date and the Closing Date, as follows:

4.1 Organization and Power. Such Seller is a corporate entity duly formed under the laws of its jurisdiction of incorporation, organization or formation, and is in good standing thereunder as of the Effective Date and the Closing. Subject to the CCAA and the Amended and Restated Initial Order, each Seller has full power and authority to own, use and lease its properties and to conduct its Business as such properties are owned, used or leased and as such Business is currently conducted. Each Seller has previously delivered to Purchasers true, complete and correct copies of its Organizational Documents, as amended and in effect on the Effective Date. Each Seller is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the Business or the nature of its properties makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Authority; No Violation. Subject to the issuance of the Sale Order, each Seller has all requisite corporate power and authority, as applicable, to enter into this Agreement and to carry out the transactions contemplated hereby, and the execution, delivery and performance of this Agreement by each Seller shall be duly and validly authorized and approved by all necessary corporate action. Subject to the issuance of the Sale Order by the CCAA Court (and assuming the due authorization, execution and delivery by the other Parties hereto), this Agreement shall constitute the legal and binding obligation of each Seller, enforceable against each Seller in accordance with its terms, except that equitable remedies and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

4.3 Consents.

(a) Except as set forth in Section 4.3(a) of the Sellers Disclosure Letter, the execution, delivery and performance by Sellers of this Agreement or any Ancillary Document to which it is a party and the consummation of the transactions contemplated hereby or thereby in accordance with the Sale Order do not and will not (with or without notice or the passage of time):

(i) contravene, violate or conflict with any term or provision of Sellers' Organizational Documents;

(ii) violate any material Law applicable to any Seller or any Acquired Entity or by which any property or asset of any Seller or any Acquired Entity is bound; or

(iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) on any property or asset of any Seller or any Acquired Entity under any Authorization or Material Contract, except in each case described in this clause (iii) to the extent that any such breach, default, right or requirement arises out of the commencement of the CCAA Proceedings or would be cured and the applicable Authorization or Material Contract would be assignable upon payment of the applicable Cure Amount hereunder.

(b) Except (i) for the issuance of the Sale Order, (ii) for compliance as may be required with the *Competition Act* or other applicable Antitrust Laws, and (iii) as set forth in Section 4.3(a) of the Sellers Disclosure Letter, no filing with, notice to or consent from any Person is required in connection with the execution, delivery and performance by Sellers of this Agreement or the Ancillary Documents to which it is a party and the consummation of the transactions contemplated hereby or thereby, other than such filings, notices or consents, the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities or the UrtheCast Target Businesses, in each case taken as a whole.

4.4 Subsidiaries.

(a) Except as would not, individually or in the aggregate, have a Material Adverse Effect, each Acquired Entity is duly incorporated, organized or formed and validly existing under the laws of its jurisdiction of incorporation, organization or formation, and has the requisite power and capacity to own, lease, license and operate its assets and properties and conduct its business as now conducted and is duly registered to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or operated by it, or the nature of its activities, make such registration necessary.

(b) Section 4.4(b) of the Sellers Disclosure Letter sets out, with respect to each Subsidiary of Sellers as of the date hereof: (A) its name; (B) the percentage owned directly or indirectly by any Seller and the percentage owned by registered holders of capital stock or other equity interests if other than Sellers and their Subsidiaries; and (C) its jurisdiction of incorporation, organization or formation.

(c) Each Seller is the registered and beneficial owner of all of the outstanding common shares or other equity interests as reflected as being owned by such Seller in Section 4.4(b) of the Sellers Disclosure Letter, directly or indirectly, of each of its Subsidiaries, free and clear of any Encumbrance, other than Permitted Encumbrances, all such shares or other equity interests so owned by Sellers have been validly issued and are fully paid and non-assessable, as the case may be, and no such shares or other equity interests have been issued in violation of any pre-emptive or similar rights. Except for the shares or other equity interests owned by such Seller in any Subsidiary, and except as set forth in Section 4.4(b) of the Sellers Disclosure Letter neither any Seller nor any Subsidiary owns, beneficially or of record, any equity interests of any kind in any other Person as of the date hereof in connection with the Acquired Assets, the Assumed Liabilities or the UrtheCast Target Businesses.

(d) Except as disclosed in Section 4.4(d) of the Sellers Disclosure Letter, no Acquired Entity has any Indebtedness, other than with respect to the intercompany Indebtedness owed solely to Sellers or other Acquired Entities (and for the avoidance of doubt, trade payables incurred in the Ordinary Course of Business) and no Acquired Entity has provided any Guarantee.

4.5 Title and Sufficiency of Assets.

(a) Upon Closing, the Sale Order and the Assignment Order will grant the Purchaser good and valid title to (or with respect to leased property included in the Acquired Assets, valid leasehold interests in) the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances, other than such Encumbrances that would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities or the UrtheCast Target Businesses, in each case taken as a whole, or as disclosed in Section 4.5(a) of the Sellers Disclosure Letter.

(b) The Acquired Entities have good and valid title to (or with respect to leased property included in the Acquired Assets, valid leasehold interests in) all assets and property which any such Acquired Entity purports to own, free and clear of all Encumbrances other than Permitted Encumbrances, other than such Encumbrances that would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities or the UrtheCast Target Businesses, in each case taken as a whole, and there is no agreement, option or other right or privilege outstanding in favor of any Person for the purchase of any material asset from any Acquired Entity outside the Ordinary Course of Business, other than as disclosed in Section 4.5(b) of the Sellers Disclosure Letter.

(c) The Acquired Assets, together with the assets and properties held by the Acquired Entities, include all of the properties and assets in possession of Sellers at the time of execution hereof in connection with the operation or conduct the UrtheCast Target Businesses as it exists on the date hereof.

(d) None of the Retained Subsidiaries holds any right, title or interest in or to any assets or properties that are used or useful in connection with the UrtheCast Target Businesses or that would otherwise constitute Acquired Assets if held by any Seller.

4.6 Financial Statements. Sellers have delivered to Purchasers audited consolidated financial statements as at and for the fiscal year ended December 31, 2019 (the "**Financial Statements**") and unaudited consolidated financial statements as at September 30, 2020 and for the nine months ended September, 2020 and 2019 (including, in each case, any of the notes or schedules thereto, any report thereon and related management's discussion and analysis) (the "**Interim Financial Statements**"), each of which: (i) were prepared in accordance with IFRS; and (ii) present fairly, in all material respects, the assets, liabilities and financial condition of UrtheCast and its Subsidiaries on a consolidated basis as at the respective dates thereof and the revenues, earnings, results of operations, changes in shareholders' equity and cash flow of Sellers and their Subsidiaries on a consolidated basis for the periods covered thereby (except as may be indicated in the notes to such financial statements and subject in the case of unaudited financial statements to normal, year-end audit adjustments).

4.7 Absence of Certain Developments; No Undisclosed Liabilities.

(a) Except as required by Law or IFRS, and excluding all matters relating to the CCAA Proceedings, since March 31, 2020 through the date hereof: (a) Sellers and the Acquired Entities have conducted the UrtheCast Target Businesses in the Ordinary Course of Business; (b) there have not occurred any facts, conditions, changes, violations, inaccuracies, circumstances, effects or events that have constituted, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect; and (c) except as set forth in Section 4.7(a) of the Sellers Disclosure Letter, no Seller or Acquired Entity has taken any action (or committed to take any action) that, if taken on or after the date hereof, would require the consent of Purchasers pursuant to Section 6.1.

(b) Except as set forth in the Interim Financial Statements, neither any Seller nor any Acquired Entity is party to any off-balance sheet transaction with unconsolidated Persons.

(c) Except as set forth in Section 4.7(c) of the Sellers Disclosure Letter, none of the Acquired Entities have committed to make any capital expenditures or authorized any capital expenditures which have not been fulfilled or paid.

4.8 Compliance with Laws. Sellers and each of the Acquired Entities are, and since January 1, 2019 have been, in compliance with Law in all material respects. Neither any Seller nor any Acquired Entity is under any material investigation with respect to, or has been charged or threatened to be charged with, or has received notice of, any material violation or potential material violation of any Law from any Governmental Body.

4.9 Authorizations. Section 4.9 of the Sellers Disclosure Letter sets out a complete and accurate list of all Authorizations issued to Sellers and the Acquired Entities in connection with the operation of the UrtheCast Target Businesses or in connection with the ownership, operation or use of the Acquired Assets. Except as would not, individually or in the aggregate, have a Material Adverse Effect, or as otherwise set out in the Sellers Disclosure Letter, (i) each Seller and each Acquired Entity owns, possesses or has obtained all Authorizations that are required by Law to be owned, possessed or obtained by Sellers or any of the Acquired Entities in connection with the operation of the UrtheCast Target Businesses or in connection with the ownership, operation or use of the Acquired Assets; (ii) Sellers and the Acquired Entities, as applicable, lawfully hold, own or use, and have complied with all such Authorizations; (iii) each such Authorization is valid and in full force and effect, and is renewable by its terms or in the Ordinary Course of Business; and (iv) no action, investigation or proceeding is pending, or to the Knowledge of Sellers, threatened, against any Seller or any Acquired Entity in respect of or regarding any such Authorization that could reasonably be expected to result in the suspension, loss or revocation of any such Authorization.

4.10 Material Contracts. Section 4.10 of the Sellers Disclosure Letter sets out a complete and accurate list of all Material Contracts in effect or pursuant to which any Seller or any Acquired Entity has surviving obligations as of the date hereof. True and complete copies of the Material Contracts have been disclosed in the Data Room and, other than as set out in the Data Room, no such Material Contract has been modified in any material respect. Each Material Contract is a legal, valid and binding agreement of the applicable Seller or the applicable Acquired Entity, and is in full force and effect. Except as disclosed in Section 4.10 of the Sellers Disclosure Letter and other than monetary defaults or such breaches arising out of the commencement of the CCAA Proceedings, neither any Seller nor any Acquired Entity or, to the Knowledge of Seller, any other parties thereto, is in material breach or violation of or in default under (in each case, with or without notice or lapse of time or both) any Material Contract and no Seller or any Acquired Entity has received or given any notice of any material breach or default under any Material Contract which remains uncured, and there exists no state of facts which after notice or lapse of time or both would constitute a material breach of or default under any Material Contract by any Seller or any Acquired Entity or, to the Knowledge of Sellers, any other party thereto. Except as otherwise disclosed in the Sellers Disclosure Letter, to the Knowledge of Sellers, there is no Cure Amount payable in respect of any of the Assignment Order Contracts.

4.11 Partnerships or Joint Ventures. Except as set out in Section 4.11 of the Sellers Disclosure Letter, none of the Acquired Entities, nor Sellers with respect to the UrtheCast Target Businesses, are a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind and are not a party to any agreement under which it agrees to carry on any part of a business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

4.12 Customers. A list of the 20 largest current customers of the UrtheCast Target Businesses is contained in Section 4.12 of the Sellers Disclosure Letter. Sellers and the Acquired Entities have taken commercially reasonable precautions to keep the customer lists confidential and to restrict the distribution of such lists to Sellers and the Acquired Entities' bankers, Employees and advisors who are subject to confidentiality restrictions in respect of such lists. With respect to the customers listed in Section 4.12 of the Sellers Disclosure Letter, except as disclosed in Section 4.12 of the Sellers Disclosure Letter: (a) since the date of the Interim Financial Statements, there has been no termination or cancellation of, and no material modification or change in, any business relationship of Sellers and the Acquired Entities with any such customer, other than in the Ordinary Course of Business, and (b) to the Knowledge of Sellers, no such customer intends to cease doing business with Sellers and the Acquired Entities.

4.13 Intellectual Property.

(a) Section 4.13(a) of the Sellers Disclosure Letter contains a true, accurate, and complete list of all (i) registered Owned IP (including patents, copyrights and Internet domain names); (ii) pending patent applications and applications for registration of Owned IP; (iii) Software owned by, licensed to, or used by Sellers or the Acquired Entities other than Off-the-Shelf Software; and (iv) unregistered Owned IP, including trade or corporate names, and unregistered trademarks, in each case used by Sellers or the Acquired Entities in connection with the UrtheCast Target Businesses, the UrtheCast Target Business Products or the Acquired Assets.

(b) The registered and applied-for Owned IP listed in Section 4.13(a) of the Sellers Disclosure Letter (i) are subsisting, (ii) are in good standing; (iii) have not expired or been cancelled, abandoned, or otherwise terminated; and (iv) are recorded, maintained and renewed in the name of Sellers or the Acquired Entities. Such registered and applied-for Owned IP are enforceable against third parties

(c) Except as set forth in Section 4.13(c) of the Sellers Disclosure Letter, Sellers or the Acquired Entities (as applicable) own and possess all right, title and interest in and to all of the Owned IP, including the right to transfer, convey or assign to any third party without any consent of, waiver from or payment to any Person whatsoever the full right, title and interest of the Company in the Owned IP, free and clear of all Encumbrances other than Permitted Encumbrances.

(d) Sellers or the Acquired Entities (as applicable) have a valid and enforceable right to use all Licensed IP (other than Off-the-Shelf Software) pursuant to the licenses set forth in Section 4.13(c) of the Sellers Disclosure Letter.

(e) Except as disclosed in Section 4.13(e) of the Sellers Disclosure Letter, each item of the Owned IP will be owned or and each item of the Licensed IP will be available for use by Purchasers on identical terms and conditions immediately after, and after giving effect to, the Closing without the need for any further right, license, permission or consent in respect thereof and the consummation of said transactions do not impair, alter or limit in any way such ownership rights or licenses.

(f) Section 4.13(c) of the Sellers Disclosure Letter contains a true, accurate, and complete list of all material licenses, agreements or arrangements, whether as licensor, licensee or otherwise, with respect to any Owned IP and Licensed IP. Except as disclosed in Section 4.13(f) of the Sellers Disclosure Letter, neither the Company nor, to Company's Knowledge, any other party thereto is in material breach of or default under (or is alleged in writing to be in breach of or default under), or has provided or received in writing any notice of breach or default of or any intention to terminate, any such licenses, agreements, or arrangements (except as may be the result of the CCAA Proceedings).

(g) Except as set forth in Section 4.13(g) of the Sellers Disclosure Letter, Sellers and the Acquired Entities thereof are not obligated to pay any royalties, fees or other compensation to any Person in respect of its ownership, use or license of any Licensed IP.

(h) Except as set forth in Section 4.13(h) of the Sellers Disclosure Letter:

(i) neither the use of the Owned IP, on its own or in combination with any Licensed IP, nor the conduct of the Urthecast Target Businesses infringes, misappropriates, or otherwise violates the Intellectual Property Rights of any other Person;

(ii) the Sellers of the Acquired Entities have not received any offers of or invitations from a third party to obtain a license to such third party's Intellectual Property Rights for use in or with the Owned IP in circumstances where a lawyer (with experience in law relating to Intellectual Property Rights), after reviewing, investigating, and analyzing such offer or invitation, would conclude that such third party suggests or claims, that the absence of such license will violate its Intellectual Property Rights;

(iii) to the Knowledge of Sellers, no infringement, misuse, or misappropriation of the Owned IP has occurred or is occurring; and

(iv) there are no actions (including any oppositions, interferences or re-examinations) settled, pending or threatened in writing (including in the form of offers or invitations to obtain a license): (i) against the Sellers or the Acquired Entities alleging any infringement, misappropriation, or violation of the Intellectual Property of any Person by the Sellers and the Acquired Entities when operating the UrtheCast Target Businesses; (ii) against Company challenging the validity, enforceability, registrability or ownership of any Owned IP (including any registered or applied-for Owned IP) or the rights of the Sellers and the Acquired Entities with respect to any Owned IP or Licensed IP; or (iii) by Sellers or the Acquired Entities alleging any infringement, misappropriation, dilution or violation by any Person of the Owned IP.

(i) Except as set forth in Section 4.13(i) of the Sellers Disclosure Letter, no (i) government funding; (ii) facilities of a university, college, other educational institution or research center; or (iii) funding from any Persons (other than funds received in consideration for shares in the capital of the Sellers or the Acquired Entities) was used in the development of the Owned IP.

(j) Except as set forth in Section 4.13(j) of the Sellers Disclosure Letter, all current employees and consultants of Sellers or the Acquired Entities whose duties or responsibilities relate to the development, creation or conception of the Owned IP have entered into confidentiality, intellectual property assignment and proprietary information agreements with and in favour of any Seller or Acquired Entity or are subject to "work made for hire" or "work made in the course of employment" (as that phrase is used under copyright law) or "hired to invent" (as that phrase is used under patent law) rules. Each such Person is either subject to "work made for hire", "work made in the course of employment", or "hired to invent" rules or has assigned all right, title and interest that such Person may possess in and to the Owned IP developed, created or conceived by such Person in favour any Seller or Acquired Entity. Each such Person has waived all moral rights in and to the Owned IP in writing. To the Knowledge of Sellers, no such Persons are in violation of any term of any employment or consulting contract, confidentiality agreement, proprietary information agreement, intellectual property assignment, non-competition agreement, or any other contract or agreement relating to the relationship of any such Person with any Seller or Acquired Entity.

(k) Except as set forth in Section 4.13(k), all use, modification, distribution and licensing by Sellers and the Acquired Entities of Open Source Materials has been done in accordance with the terms of the applicable license(s) for such Open Source Materials, and, no such use, modification, distribution or licensing will make the Owned IP (or any portion thereof) subject to a license for Open Source Materials (including claims of infringement in connection with such license), or otherwise result in the loss or impairment of the Purchaser's rights to commercialize the Owned IP.

(l) Except as set forth in Section 4.13(l) of the Sellers Disclosure Letter, the Owned IP and the Licensed IP constitutes Intellectual Property used in or required for the proper carrying on of the UrtheCast Target Businesses, including the development and commercialization of the UrtheCast Target Business Products in their current forms.

(m) Sellers and the Acquired Entities have taken reasonable steps to maintain the Owned IP and to protect and preserve the confidentiality of all trade secrets included in the Owned IP and Licensed IP, including requiring all Persons having access to such trade secrets to execute written non-disclosure agreements. There have been no breaches by Sellers and the Acquired Entities or, to Company's Knowledge, the third party thereto of such non-disclosure agreements.

(n) Sellers and the Acquired Entities are in actual possession of each element, item or part of the UrtheCast Target Business Products. All external copies of the UrtheCast Target Business Products have been distributed or licensed solely by way of object code or access as a service. Except as set forth in Section 4.13(n) of the Sellers Disclosure Letter, no third party has any right, title or interest in or to the UrtheCast Target Business Products permitting or entitling it to demand, use or access any Source Code of any of the UrtheCast Target Business Products.

(o) Subject to the terms set forth in Section 4.13(h)of the Sellers Disclosure Letter, the UrtheCast Target Business Products have adequate capability and capacity for the current requirements of the UrtheCast Target Businesses for the data processing, data storage and other computing functions required to be performed to operate the UrtheCast Target Businesses as currently conducted. The Sellers and the Acquired Entities have taken commercially reasonable actions to protect against any computer viruses, worms, back doors or other devices or techniques which could improperly and without the authorization of Sellers and the Acquired Entities interfere with, cause harm to, cause information disclosure or loss, or otherwise disrupt the operation or use of the UrtheCast Target Business Products. To the Knowledge of Sellers, Sellers and the Acquired Entities have not experienced any unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction of any information in the last three years.

(p) Sellers and the Acquired Entities have and maintain back-up systems consistent with applicable Laws, with a view to ensuring the continuing availability of the functionality provided by the UrtheCast Target Business Products in the event of any disaster affecting the UrtheCast Target Business Products.

(q) Except as set forth in Section 4.13(h) of the Sellers Disclosure Letter, there has been no material unplanned downtime or material service interruption with respect to the UrtheCast Target Business Products that have been owned as part of the UrtheCast Target Businesses in the last three years.

(r) All permits, exemptions, or licenses required to import, use, and distribute the UrtheCast Target Business Products have been obtained for all countries to or in which Sellers and the Acquired Entities sell or distribute, or intent to sell or distribute, the UrtheCast Target Business Products.

(s) In connection with its collection, use, storage, retention, disclosure, and transfer (including any transfer across national borders) and/or use of Personal Information as part of operation of the UrtheCast Target Businesses, Sellers and the Acquired Entities are and have been in compliance in all material respects with all applicable Law in all relevant jurisdictions, their privacy policies and the requirements of any contract or codes of conduct to which the Sellers or the Acquired Entities (as applicable) is a party. Sellers and the Acquired Entities are and have been in compliance in all material respects with all laws relating to data loss, theft and breach of security notification obligations with respect to the operation of the UrtheCast Target Businesses.

4.14 Real Property. None of Sellers or the Acquired Entities owns any real property. With respect to the real property leased or subleased by any Seller or any Acquired Entity, except as would not, individually or in the aggregate, have a Material Adverse Effect: (i) each lease or sublease for such property constitutes a legal, valid and binding obligation of the applicable Seller or the applicable Acquired Entity, as the case may be, enforceable against such Seller or such Acquired Entity, as the case may be, in accordance with its terms and is in full force and effect; (ii) except as disclosed in Section 4.14(ii) of the Sellers Disclosure Letter, neither any Seller nor any Acquired Entity, as the case may be, is in breach of or default under any such lease or sublease and no event has occurred which, without the giving of notice or lapse of time, or both, would constitute a breach of or default under any such lease or sublease; (iii) except as disclosed in Section 4.14(iii) of the Sellers Disclosure Letter, to the Knowledge of Sellers, no counterparty to any such lease or sublease is in default thereunder, (iv) no security deposit or portion thereof deposited with respect to such lease or sublease has been applied in respect of a breach or default under such lease or sublease which has not been redeposited in full, (v) none of Sellers or the Acquired Entities has subleased, licensed or otherwise granted any Person the right to use or occupy such leased or subleased real property or any portion thereof.

4.15 Litigation. Except as disclosed in Section 4.15 of the Sellers Disclosure Letter, as of the date hereof, there are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending, or, to the Knowledge of Sellers, threatened, against any Seller or any Acquired Entity by or before any Governmental Body that, if determined adverse to the interests of any Seller or any Acquired Entity would, individually or in the aggregate, have a Material Adverse Effect, or would be reasonably expected to prevent or materially delay the consummation of the transactions contemplated hereby, and no Seller or Acquired Entity is subject to any outstanding judgment, order, writ, injunction or decree that would reasonably be expected to have a Material Adverse Effect.

4.16 Environmental Matters. Except as would not, individually or in the aggregate, have a Material Adverse Effect, (i) there exists no fact, condition or occurrence concerning any Seller, any Acquired Entity or the operation of Business or Acquired Assets with respect to any non-compliance with or obligation or liability under Environmental Laws; (ii) no unresolved complaint, notice or violation, citation, summons or order has been issued to any Seller or any Acquired Entity alleging any violation by or liability of any Seller or any Acquired Entity or any businesses or assets thereof with respect to any Environmental Law; and (iii) the operation of the UrtheCast Target Businesses is in compliance with Environmental Laws.

4.17 Employees.

(a) All written contracts in relation to the top five compensated Employees (calculated based on annual base salary plus target cash bonus) have been made available in the Data Room.

(b) The independent contractors of Sellers and the Acquired Entities are not entitled to any severance or similar payments upon termination of their Contracts that would be material and each of such Contracts can be terminated with no more than 90 days' advance notice.

(c) Except as disclosed in the Sellers Disclosure Letter, no Employee has any agreement as to length of notice or severance payment required to terminate his or her employment or is entitled to notice or severance payments other than such as results by Law, nor are there any change of control payments or severance payments or agreements with Employees providing for cash or other compensation or benefits upon the consummation of, or relating to, the transactions contemplated by this Agreement.

4.18 Collective Agreements. Section 4.18 of the Sellers Disclosure Letter sets forth a list of all Collective Agreements as of the date hereof. Except as disclosed in Section 4.18 of the Sellers Disclosure Letter (A) there are no collective bargaining or union agreements or employee association agreements or other binding commitments in force with respect to Employees, (B) no Person holds bargaining rights with respect to any Employees and (C) to the Knowledge of Sellers, no Person has applied to be certified as the bargaining agent of any Employees.

4.19 Employee Plans.

(a) Section 4.19(a) of the Sellers Disclosure Letter lists all written Employee Plans in effect as of the date hereof. Sellers have made available in the Data Room true, complete and up to date copies of all such material Employee Plans, as amended, together with all related documentation, including all material regulatory filings (including actuarial valuations) required to be filed with a Governmental Body and correspondence with Governmental Bodies with respect to such material regulatory filings (including actuarial valuations) of any Pension Plan (as defined in Section 4.19(a) of the Sellers Disclosure Letter).

(b) Sellers and the Acquired Entities have made all contributions and paid all premiums in respect of each material Employee Plan in a timely fashion in accordance with Law and in accordance with the terms of the applicable Employee Plan and all Collective Agreements. Except as would not, individually or in the aggregate, have a Material Adverse Effect, all financial liabilities of Sellers and the Acquired Entities (whether accrued, absolute, contingent or otherwise) related to all Employee Plans have been fully and accurately disclosed in accordance with IAS 19

Employee Benefits in the financial statements referred to in Section 4.8 as of the dates of such financial statements.

(c) None of the Employee Plans (other than pension, retirement savings or retirement income plans) provide for retiree benefits or for benefits to retired or terminated Employees or to the beneficiaries or dependents of retired or terminated Employees.

(d) The execution of this Agreement and the completion of the transactions contemplated will not (either alone or in conjunction with any additional or subsequent events) constitute an event under any Employee Plan that will or may result in any payment (whether of severance pay or otherwise), acceleration of payment or vesting of benefits, forgiveness of indebtedness, vesting, distribution, restriction on funds, increase in benefits or obligation to fund benefits with respect to any Employee or former Employee or their beneficiaries.

4.20 Taxes. Except as set forth in Section 4.20 of the Sellers Disclosure Letter:

(a) Each Acquired Entity has prepared and filed when due with each relevant Governmental Body all Tax Returns required to be filed by or on behalf of it in respect of any Taxes. All such Tax Returns are correct and complete in all respects;

(b) Each Acquired Entity has paid in full and when due all Taxes required to be paid by it, whether or not such Taxes are shown on a Tax Return or on any assessments or reassessments;

(c) All Taxes and Tax liabilities of the Acquired Entities incurred but not yet due and payable have been accrued on the books and records of the Acquired Entities in accordance with IFRS;

(d) Each Acquired Entity has deducted, withheld or collected all amounts required to be deducted, withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Body when required by Law to do so;

(e) There are no Encumbrances for Taxes upon any of the Acquired Assets, and the Sellers have paid or made arrangements for the payment of all Taxes which have accrued or are due on or before the Closing Date in respect of the UrtheCast Target Businesses and the Acquired Assets that would, if not so paid, form or result in a lien on the Acquired Assets or otherwise become a liability or obligation of Purchasers;

(f) The Acquired Entities have no outstanding assessments for Taxes, and the Sellers have no knowledge of any threatened or potential assessment or other proceedings, negotiations or investigations in respect of Taxes, against the Acquired Entities;

(g) There are no Claims either in progress, pending or threatened, in connection with any Taxes in respect of the UrtheCast Target Businesses or the Acquired Assets that would form or result in a lien on the Acquired Assets or otherwise become a liability or obligation of Purchasers;

(h) Except for the transactions explicitly contemplated herein, there are no facts, circumstances or events that exist or have existed which have resulted or may result in the application of any debt forgiveness, debt parking or property seizure provisions to an Acquired Entity under the Tax Act, or the analogous provisions of any other Law relating to Taxes, that have given or may give rise to a material Tax liability;

(i) For all transactions between any Acquired Entity and any Person with whom it was not dealing at arm's length during a taxation year ending on or before the Closing Date, the Acquired Entity has made or obtained records or documents that meet the requirements of the transfer pricing rules under the applicable Law relating to Taxes;

(j) UrtheCast is registered for the purposes of the GST Legislation and its registration number is 85590 8000 RT 0001;

(k) Each Acquired Entity has charged, collected and remitted on a timely basis (or made adequate provision for the payment of such amounts) all material Taxes as required under applicable Law on any sale, supply or delivery, made by it;

(l) None of the Acquired Entities are liable for the Taxes of any other Person, including with respect to circumstances to which Sections 159 or 160 of the Tax Act may apply;

(m) Geosys US is not, nor has it been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code and none of the Acquired Assets constitute a United States real property interest within the meaning of Section 897(c)(1)(A) of the Code and Treasury Regulations Section 1.897-1(b) and (c);

(n) Geosys US is not required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) use of an improper method of accounting or a change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non U.S. income Tax Law) executed on or prior to the Closing Date, (iii) installment sale or open transaction disposition made on or prior to the Closing Date, (iv) prepaid amount or deferred revenue received or accrued on or prior to the Closing Date, or (v) election by Geosys US under Section 108(i) of the Code (or any corresponding or similar provision of income Tax Law);

(o) Geosys US has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code; and

(p) Geosys US has not been a party to a "listed transaction," as such term is defined in Treasury Regulations Section 1.6011-4(b)(2).

4.21 Competition Act. Assuming that the Closing Date is the date of this Agreement, the aggregate value of all assets in Canada of UrtheCast and corporations controlled by the Corporation or the annual gross revenues from sales in and from Canada generated from all such assets do not exceed, in either case, $96 million as determined pursuant to Part IX of the *Competition Act*.

4.22 Brokers and Finders. Except as set forth in Section 4.22 of the Sellers Disclosure Letter, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers in connection with the transactions contemplated by this Agreement. Purchasers are not and will not become obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated by this Agreement based upon any arrangement made by or on behalf of Sellers or their Subsidiaries.

4.23 Limitations. With the exception of Sellers' representations and warranties in Article IV, none of Sellers, or their respective Representatives, nor any of their respective officers, directors, or Employees make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of Sellers, the Acquired Assets or the sale and purchase of the Acquired Assets pursuant to this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Each Purchaser represents and warrants to Sellers as of the Effective Date as follows:

5.1 Organization and Power. Each Purchaser is a corporate entity duly formed under the laws of its jurisdiction of incorporation, organization or formation, and is in good standing thereunder, with full power and authority to own, use or lease its properties and to conduct its business as such properties are owned, used or leased and as such business is currently conducted.

5.2 Purchaser's Authority; No Violation. Purchasers have all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and the execution, delivery and performance of this Agreement by Purchasers shall be duly and validly authorized and approved by all necessary corporate action. This Agreement shall constitute the legal and binding obligation of Purchasers, enforceable against Purchasers in accordance with its terms, except that the enforceability hereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that equitable remedies and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought. Subject to the issuance of the Sale Order by the CCAA Court and subject to compliance with the applicable requirements of Antitrust Laws, the entering into of this Agreement, and the consummation by Purchasers of the transactions contemplated hereby will not (a) violate the provisions of any applicable federal, state or local Laws or (b) violate any provision of Purchasers' Organizational Documents, violate any provision of, or result in a default or acceleration of any obligation under, or result in any change in the rights or obligations of Purchasers under, any Encumbrance, contract, agreement, license, lease, instrument, indenture, Order, arbitration award, judgment, or decree to which any Purchaser are a party or by which it is bound, or to which any property of any Purchaser is subject.

5.3 Consents, Approvals or Authorizations. Except for compliance as may be required by applicable Antitrust Laws, no consent, waiver, approval, Order or Authorization of, or registration, qualification, designation or filing with any Person or Governmental Body is required in connection with the execution, delivery and performance by Purchasers of this Agreement or the Ancillary Documents to which such Purchaser is a party, the compliance by Purchasers with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, the assumption and performance of the Assumed Liabilities or the taking by Purchasers of any other action contemplated hereby or thereby, other than such filings, notices or consents, the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchasers' ability to perform their obligations under this Agreement and the Ancillary Documents to which any such Purchaser is a party, or to consummate the transactions contemplated hereby or thereby, including the assumption of the Assumed Liabilities.

5.4 Equity Interests.

(a) All Purchaser Holdco Equity Interests to be issued pursuant to Section 3.2(b)(ii) have been or will be duly authorized and reserved and will, when issued at the Closing, be duly and validly issued units of Creditor Aggregator LP, free and clear of all Encumbrances.

(b) All Consideration Equity Interests to be issued as part of the Purchase Price have been or will be duly authorized and reserved and will, when issued at the Closing, be duly and validly issued units of Creditor Aggregator LP, free and clear of all Encumbrances.

5.5 Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchasers in connection with the transactions contemplated by this Agreement that would obligate Sellers to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated by this Agreement based upon any arrangement made by or on behalf of Purchasers.

5.6 GST Registration. Can Purchaser SPV shall be registered for the purposes of the GST Legislation. This registration will have an effective date on or before the Closing Date.

5.7 "As Is, Where Is" Basis. Purchasers acknowledge and agree that they have conducted to their satisfaction an independent investigation and verification of the Acquired Assets, the UrtheCast Target Businesses, and the UrtheCast Target Business Products (including the state of title thereof and/or the status of any Encumbrances and Permitted Encumbrances), the Assumed Liabilities and all related operations of Sellers, and, based solely thereon, has determined to proceed with the transaction contemplated by this Agreement. Purchasers have relied solely upon the results their own independent investigation and verification, and the representations and warranties of Sellers expressly and specifically set out in Article IV, and Purchasers understand, acknowledge and agree that all other representations, warranties and statements of any kind whatsoever, express or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Sellers or the UrtheCast Target Businesses or the UrtheCast Target Business Products, or the quality, quantity or condition of the Acquired Assets) are specifically disclaimed by the Sellers. Except for the representations and warranties expressly and specifically set forth in Article IV, none of Sellers makes or provides any warranty or representation, express or implied, as to the quality, merchantability, fitness for a particular purpose, conformity to samples or conditions of the Acquired Assets, or any part thereof.

5.8 CCAA Proceeding. Purchasers acknowledge that Sellers are subject to the CCAA Proceedings, which will likely result in the imminent wind-up or dissolution of one or more of Sellers and the Retained Entities.

ARTICLE VI
COVENANTS OF SELLERS AND/OR PURCHASERS

6.1 Conduct of Business of Sellers.

(a) During the Pre-Closing Period, except (x) as required by Law, (y) as expressly required or authorized by this Agreement, the Amended and Restated Initial Order, the DIP Facility Credit Agreement or the SISP or (z) as consented to in writing by Purchasers (such consent not to be unreasonably withheld, delayed or conditioned), Sellers shall, and shall cause their Subsidiaries to use commercially reasonable efforts to (A) continue to conduct and operate the UrtheCast Target Businesses and the Acquired Assets in the Ordinary Course of Business and preserve intact its business organizations and relationships, (B) maintain the UrtheCast Target Businesses and the Acquired Assets, (C) keep available the services of its officers and Employees, subject to continuation of all furlough arrangements in place as of the Effective Date, (D) maintain and preserve satisfactory relationships with Governmental Bodies, and (E) comply in all material respects with DIP Agreed Weekly Budgets and other obligations set forth by the DIP Facility.

(b) Without limiting the generality of Section 6.1(a), during the Pre-Closing Period, except (x) as required by Law, (y) as expressly required or authorized by this Agreement or the SISP or (z) as consented to in writing by Purchasers (such consent not to be unreasonably withheld, delayed or conditioned), Sellers shall not:

(i) sell, lease, exchange, transfer or otherwise dispose of, or agree to sell, lease, exchange, transfer or otherwise dispose of, any material Acquired Asset;

(ii) settle or compromise any material litigation or claims relating to the UrtheCast Target Businesses or the Acquired Assets or that would impose any restrictions or Liabilities on the UrtheCast Target Businesses or Purchaser's use of the Acquired Assets after the Closing;

(iii) permit, allow or suffer any assets that would be Acquired Assets to be subjected to any Encumbrance other than Permitted Encumbrances;

(iv) cancel or compromise any material debt or claim that would be included in the Acquired Assets or waive or release any material right of Sellers that would be included in the Acquired Assets;

(v) recognize any labor organization as a collective bargaining representative of any Persons employed by Sellers or their Subsidiaries, or enter into a collective bargaining agreement or employee association agreement with any labor organization affecting any such Persons;

(vi) grant any increase in the compensation or benefits of any employee or former employee or any dependent or other person claiming through an employee or former employee, including the grant, increase or acceleration in any severance, change in control, termination or similar compensation or benefits payable to any employee;

(vii) enter into any Material Contract or terminate, amend, restate, supplement, extend or waive (partially or completely) any rights under any Material Contract;

(viii) terminate or fail to renew any Authorization;

(ix) take any action that would reasonably be expected to prevent or significantly impede or materially delay the completion of the transactions contemplated hereunder;

(x) make, revoke or change any election relating to Taxes, file any amended Tax Return, request, enter into or obtain any Tax ruling with or from a Governmental Body, or execute or file, or agree to execute or file, with any Governmental Body any agreement or other document extending, or having the effect of extending, the period of assessment or collection of any Taxes, in each case, that could reasonably be expected to have any adverse effect on the Purchasers or any of their Affiliates, for any taxable period, or portion thereof, beginning after the Closing Date; or

(xi) agree in writing to do any of the foregoing.

(c) Sellers shall provide to Purchasers, on a weekly basis, operating updates and daily cash balances and working capital updates, including rolling monthly cash flow forecasts.

6.2 Consents and Approvals.

(a) Sellers and Purchasers shall each use commercially reasonable efforts (i) to obtain all consents and approvals, as reasonably requested by Purchasers and Sellers, to more effectively consummate the purchase and sale of the Acquired Assets and the assumption and assignment of the Assigned Contracts and Assumed Liabilities, as applicable, together with any other necessary consents and approvals to consummate the transactions contemplated hereby, including, if required, any Mandatory Antitrust Approvals, (ii) to make, as reasonably requested by Purchasers and Sellers, all filings, applications, statements and reports to all authorities which are required to be made prior to the Closing Date by or on behalf of Purchasers and/or Sellers or any of their respective Affiliates pursuant to any applicable Regulation in connection with this Agreement and the transactions contemplated hereby, (iii) to obtain, as reasonably requested by Purchasers and Sellers, all required consents and approvals (if any) to assign and transfer the Authorizations to Purchasers at Closing and, to the extent that one or more of the Authorizations are not transferable, to obtain replacements therefor, and (vi) to satisfy the conditions precedent set out in Article VIII and Article IX by such dates as required to achieve the applicable target closing date set out in the SISP.

(b) In furtherance and not in limitation of the foregoing, each of Sellers and Purchasers shall prepare and file: (i) on a timetable to be agreed by the Parties, all filings required and desirable to obtain and any Mandatory Antitrust Approval, in each case if and to the extent required; and (ii) all other necessary documents, registrations, statements, petitions, filings and applications for any other consent or approval of any other Governmental Body required to satisfy the conditions set forth in Section 8.4.

(c) Subject to the provisions of Section 3.3 and this Section 6.2, in the event that certain Authorizations are not transferable or replacements therefor are not obtainable on or before the Closing, but such Authorizations are transferable or replacements therefor are obtainable after the Closing, Purchasers and Sellers shall continue to use such reasonable efforts in cooperation with the other after the Closing as may be required to obtain all required consents and approvals to transfer, or obtain replacements for, such Authorizations after Closing and shall do all things reasonably necessary to give Purchasers the benefits which would be obtained under such Authorizations; provided, however, that Sellers' obligations under this Section 6.2(c) shall not restrict Sellers from making any distributions in or terminating the CCAA Proceedings or otherwise winding up their respective affairs or cancelling their existence upon the completion of any such winding up.

(d) Sellers and Purchasers shall use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep the other Parties informed in all material respects of any material communication received by such Party from, or given by such Party to, any Governmental Body and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby, including providing to the other Parties copies of all such material communications given or received; (iii) provide to the other Party reasonable opportunity to comment on drafts of filings and submissions prior to submitting same to a Governmental Body; and (iv) consult with each other in advance of any meeting or conference (whether in person or by telephone) with any Governmental Body, including in connection with any proceeding by a private party, and provide the other Party an opportunity to participate with at least one attendee in any meetings of a substantive nature with a Governmental Body. The foregoing obligations in this Section 6.2(d) shall be subject to any attorney-client, solicitor-client, work product, or other privilege, and each of the Parties hereto shall coordinate and cooperate fully with the other Parties hereto in exchanging such information and providing such assistance as such other Parties may reasonably request in connection with the foregoing.

(e) If, (i) notwithstanding the applicable provisions of the CCAA, the Sale Order, the Assignment Order (if applicable) and the commercially reasonable efforts of Sellers, any consent to the assignment of an Assigned Contract is not obtained prior to Closing and as a result thereof the Purchasers shall be prevented by a third party from receiving the rights and benefits with respect to an Acquired Asset intended to be transferred hereunder, (ii) any attempted assignment of an Acquired Asset would adversely affect the rights of Sellers thereunder so that the Purchasers would not in fact receive all of the rights and benefits contemplated or (iii) any Acquired Asset is not otherwise capable of sale and/or assignment (after giving effect to the Sale Order, the Assignment Order and the CCAA), then, in each case, Sellers shall, subject to any approval of the CCAA Court that may be required, at the request of the Purchasers and subject to Section 3.3, cooperate with Purchasers in any lawful and commercially reasonable arrangement under which the Purchasers would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Purchasers.

6.3 Confidentiality. Purchasers and the Sellers acknowledge that the confidential information provided to them in connection with this Agreement, including under Section 6.4, and the consummation of the transactions contemplated hereby, is subject to the Confidentiality Agreement, dated June 24, 2020, between UrtheCast and SIGA II, LLC, an Affiliate of Purchaser Parent (the "Confidentiality Agreement"). Sellers agree that except as may otherwise be required in connection with the CCAA Proceedings or by Law, they will treat any confidential information provided to or retained by them in accordance with this Agreement as if they were the receiving party under the Confidentiality Agreement and Sellers agree that for purposes of Sellers' confidentiality obligation hereunder, the term contained in the Confidentiality Agreement shall be deemed to be three (3) years from the Closing Date. The Parties agree that the provisions regarding confidentiality contained in the Confidentiality Agreement shall survive the termination of this Agreement and the Confidentiality Agreement in accordance with the terms set forth therein but shall terminate upon the Closing as to Purchasers and their Representative (as defined therein).

6.4 Purchasers' Access to Sellers' Records. From and after Sellers' execution and delivery of this Agreement, Sellers shall continue to facilitate the due diligence investigations of Purchasers with respect to the Sellers and the UrtheCast Target Businesses in the same manner and scope it provides to Potential Bidders (as defined in the SISP) pursuant to the SISP. At such time as the Purchasers become the Successful Bidder (as defined in the SISP), the Sellers' shall provide Purchasers (or their designated Representatives) reasonable access, upon reasonable advance notice to Sellers, to Sellers' Employees, books and records, corporate offices and other facilities for the purpose of conducting such additional due diligence as Purchasers deem appropriate or necessary in order to facilitate Purchasers' efforts to consummate the transaction provided for herein. Sellers hereby covenant and agree to reasonably cooperate with Purchasers in this regard.

6.5 Notification of Certain Matters.

(a) As promptly as reasonably practicable, Sellers shall give notice to Purchasers of (i) any notice or other communication from any Person alleging that the consent of such Person, which is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Documents, is not likely to be obtained prior to Closing, (ii) any written objection or proceeding that challenges the transactions contemplated hereby or to the issuance of the Sale Order, and (iii) the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other communications received by Sellers or by any of their respective Affiliates (as the case may be), from any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement other than as may be provided for in the SISP or communications which are confidential, without prejudice or privileged by their nature.

(b) Each Party hereto shall promptly notify the other party in writing of any fact, change, condition, circumstance or occurrence or non-occurrence of any event that would or would reasonably be expected to (i) constitute a breach or inaccuracy of any of the representations and warranties of such Party had such representation or warranty been made at the time of the occurrence or non-occurrence of such event, (ii) constitute a breach of any covenant of such Party, or (iii) make the satisfaction of any condition to Closing impossible or unlikely to be satisfied; provided that no such notice shall be deemed to amend or modify the representations and warranties made hereunder or the Sellers Disclosure Letter for purposes of Section 8.6, Section 9.3 or otherwise, or limit the remedies available to any Party hereunder.

6.6 Preservation of Records. Sellers (or any subsequently appointed bankruptcy estate representative, including, but not limited to, a trustee, a creditor trustee or a plan administrator) and Purchasers agree that each of them shall preserve and keep the books and records held by it relating to the pre-Closing Business for a period commencing on the Effective Date and ending at such date on which an orderly wind-down of Sellers' operations has occurred in the reasonable judgment of Purchasers and Sellers and shall make such books and records available to the other Parties (and permit such other Party to make extracts and copies of such books and records at its own expense) as may be reasonably required by such Party in connection with, among other things, facilitating the continuing administration of the CCAA Proceedings, any insurance Claims by, legal proceedings or Tax audits against or governmental investigations of Sellers or Purchasers or in order to enable Sellers or Purchasers to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event that Sellers, on the one hand, or Purchasers, on the other hand, wish to destroy such records during the foregoing period, such Party shall first give twenty (20) days' prior written notice to the other and such other Party shall have the right at its option and expense, upon prior written notice given to such Party within that twenty (20) day period, to take possession of the records within thirty (30) days after the date of such notice.

6.7 Publicity. Neither Sellers nor Purchasers shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party hereto, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchasers or Sellers, disclosure is otherwise required by such party by applicable Law or by the CCAA Court with respect to filings to be made with the CCAA Court in connection with this Agreement; provided that the Party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law or CCAA Court requirement to consult with the other Party with respect to the text thereof.

6.8 Material Adverse Effect. Sellers shall promptly inform Purchasers in writing of the occurrence of any event that has had, or could reasonably expected to have, a Material Adverse Effect or otherwise cause the failure of any of Purchasers' conditions to Closing set forth in Article VIII.

6.9 Sale Free and Clear; No Successor Liability. On the Closing Date, the Acquired Assets shall be transferred to the Purchasers free and clear of all obligations, Liabilities and Encumbrances (other than Permitted Encumbrances).

6.10 Casualty Loss. If, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) is damaged or destroyed by fire, flood or other casualty, Sellers shall promptly notify Purchasers promptly in writing of such fact, (i) in the case of condemnation or taking, Sellers shall promptly assign or pay, as the case may be, any proceeds thereof to Purchasers at the Closing, and (ii) in the case of fire, flood or other casualty, Sellers shall promptly assign the insurance proceeds therefrom to Purchasers at Closing. Notwithstanding the foregoing, the provisions of this Section 6.10 shall not in any way modify Purchasers' other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect or otherwise cause the failure of any of Purchasers' conditions to Closing set forth in Article VIII.

6.11 Debtors-in-Possession. From the commencement of the CCAA Proceedings through the Closing, Sellers shall continue to operate their business pursuant to and in accordance with the CCAA and Orders of the CCAA Court. Sellers shall not convert or seek to convert the CCAA Proceedings into any form of a liquidation proceeding under the CCAA or any other applicable legislation.

6.12 CCAA Court Filings.

(a) Sellers shall use their reasonable best efforts to obtain the Sale Order on or prior to December 22, 2020.

(b) Provided that the Sale Order has been obtained by December 22, 2020, Sellers shall serve notices of assumption of the Assigned Contracts on all necessary parties on or prior to December 31, 2020.

(c) Sellers shall seek the issuance of the Assignment Orders, including the Land O'Lakes Assignment Order, together with the motion seeking approval of the Sale Order, and shall expeditiously thereafter seek to obtain the US Recognition of the Land O'Lakes Assignment Order and the France Continuation Plan.

(d) Sellers shall use their commercially reasonable efforts to provide Purchasers for review reasonably in advance of filing drafts of such material motions, pleadings or other filings relating to the process of consummating the transactions contemplated by this Agreement to be filed with the CCAA Court, including the motions for issuance of the Sale Order and the Assignment Orders.

(e) In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall promptly notify Purchasers of such appeal or stay request and shall provide Purchasers promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchasers with written notice of any motion or application filed in connection with any appeal from such orders. Sellers agree to take all action as may be reasonable and appropriate to defend against such appeal or stay request and Sellers and Purchasers agree to use their reasonable best efforts to obtain an expedited resolution of such appeal or stay request, provided that nothing herein shall preclude the Parties hereto from consummating the transactions contemplated hereby, if the Sale Order shall have been issued and has not been stayed and the Purchasers, in their sole discretion, waive in writing the condition that the Sale Order be a Final Order.

(f) Sellers and the Purchasers acknowledge that this Agreement and the sale of the Acquired Assets and Acquired Subsidiaries, and the assumption of the Assumed Liabilities are subject to CCAA Court approval.

(g) After issuance of the Sale Order, neither the Purchasers nor Sellers shall take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Sale Order.

6.13 Financing and Cooperation Matters. Sellers shall use commercially reasonable efforts to provide, and shall use commercially reasonable efforts to cause their respective Representatives to provide, on a timely basis, such cooperation as is reasonably required or requested in connection with Purchasers' efforts to obtain any equity or debt financing, which cooperation may include using commercially reasonable efforts to: (i) upon reasonable advance notice, participate in a reasonable number of due diligence, marketing or other sessions with third parties, and provide reasonable access to documents and other information (including financial statements and information) in connection with due diligence investigations and (ii) reasonably assist with Purchasers' and their Representatives' preparation of definitive documentation and the creation of security interests on the Acquired Assets as part of Purchasers' financing; (iii) to the extent required, cooperate as necessary and appropriate with respect to the release of security interests; and (iv) to update and deliver to the Purchasers from time to time prior to the Closing Date one or more amended and restated Seller Disclosure Letters to the extent necessary to ensure that the Seller Disclosure Letter delivered to Purchasers is accurate and complete.

6.14 Use of Transferred Information.

(a) Each Disclosing Party shall ensure that it has only disclosed to a Recipient any Transferred Information, with respect to which it is responsible, for disclosing to a Recipient that is necessary for the purposes of determining if the Parties shall proceed with the transactions contemplated in this Agreement, and if the determination is made to proceed with such transactions, to complete them.

(b) Prior to the completion of the transactions contemplated in this Agreement, each of the Parties covenants and agrees to:

(i) use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated hereby, including for the purpose of determining whether to complete such transactions;

(ii) protect the Transferred Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction; providing, however, that such arrangements include, at a minimum, safeguards that are appropriate to the sensitivity of the Transferred Information; and

(iii) if the transactions contemplated in this Agreement do not proceed, return the Transferred Information to the Disclosing Party or destroy it, at the Disclosing Party's election, within a reasonable time.

(c) After the completion of the transactions contemplated in this Agreement, the Recipient agrees to:

(i) use and disclose the Transferred Information under its control only for those purposes for which the Transferred Information was initially collected, permitted to be used or disclosed (the "**Permitted Use**"), unless:

(A) the Disclosing Party or Recipient have first notified the individual about whom the Transferred Information (each an "**Affected Individual**") related of any additional purpose, and where required by applicable Law, obtained the consent of the Affected Individual for use of the Transferred Information beyond the Permitted Use, or

(B) such use or disclosure is permitted or authorized by applicable Law, without notice to, or consent from, such individual;

(ii) protect the Transferred Information under its control by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction; providing, however, that such arrangements include, at a minimum, safeguards that are appropriate to the sensitivity of such Transferred Information; and

(iii) give effect to any withdrawal of consent made by an Affected Individual.

(d) Where required by applicable Law, the Purchasers will notify the Affected Individuals, in accordance with such applicable Law, that the transactions contemplated in this Agreement have taken place and that their Transferred Information has been disclosed.

(e) Nothing in this Section 6.14 is to be construed to restrict the Purchasers or their successors from obtaining, in compliance with applicable Law, the consent of an Affected Individual to the collection, use, disclosure of Personal Information about that Affected Individual for purposes that are beyond the Permitted Use, and, in such circumstances, such obtained consent will govern to the extent it is inconsistent or conflicts with the obligations under this Section 6.14 with respect to the applicable Transferred Information.

6.15 Specified Interim Payments. During the Pre-Closing Period, any Specified Interim Payment received by any Seller or an Acquired Entity shall be immediately transferred by such receiving Seller (and UrtheCast shall cause any such receiving Acquired Entity to transfer) to a segregated bank account with a Canadian chartered bank controlled by the applicable Seller or Acquired Entity, which Specified Interim Payments shall be held by the Sellers (and UrtheCast shall cause any Acquired Entity to hold such transferred amount) in trust for Purchasers as Acquired Assets pending the occurrence of Closing . The Sellers shall be permitted to access such funds and use them for working capital purposes during the pre-Closing period, subject to obtaining the prior consent of the Purchasers as to the quantum and uses of such amounts. At the Closing, the Sellers shall cause the remaining Specified Interim Payments to be transferred by wire transfer of immediately available funds to an account designated by the Purchasers in writing prior to the Closing.

ARTICLE VII
EMPLOYEE MATTERS

7.1 Covenants of Sellers with respect to Employees.

(a) Purchasers intend to make employment offers to certain Employees of Sellers to be determined as promptly as practicable after the date of this Agreement, on terms and conditions to be determined by Purchasers. Sellers shall provide reasonable assistance to facilitate the transfer of all Employees that Purchasers elect to hire, which may be subject to any temporary layoff or reduction in effect at Closing, including, without limitation, providing Purchasers access to such Employees' personnel records and such other information regarding the Employees as Purchasers may reasonably request, consistent with Section 7.2 hereof, provided that it shall not be an event of default if any Employee does not accept an employment offer from the Purchasers. All Employees who receive and accept employment offers from Purchasers and who accept such offers of employment are hereinafter referred to as the "Transferred Employees".

(b) During the Pre-Closing Period, except as consented to in writing by Purchasers (such consent not to be unreasonably withheld, delayed or conditioned), and without limiting the obligations and restrictions set forth in Section 6.1, Sellers (i) shall satisfy all pre-Closing legal or contractual requirements to provide notice to, or to enter into any consultation procedure with, any labor union or organization, which is representing any Employee, in connection with the transactions contemplated by this Agreement, and (ii) shall not (A) enter into, establish, adopt, materially amend or terminate any Employee Plan (or any plan or arrangement that would be an Employee Plan if in existence on the date of this Agreement), other than as required by Law, (B) increase the compensation and benefits payable or to become payable to Employees or former Employees or any dependent or other person claiming through an Employee or former Employee, (C) grant any extraordinary bonuses, benefits or other forms of directors' or consultants' compensation, (D) promote, hire or terminate the employment of (other than for cause) any Employee or (E) transfer the employment of any individual such that such individual becomes an Employee or transfer the employment of any Employee such that such individual no longer qualifies as an Employee.

(c) Can Purchaser intends to put in place no later than the Closing Date a new group health and welfare insurance policy to provide coverage to Purchasers' Canadian employees, including the Transferred Employees (the "New Canadian Employee Plan"). UrtheCast will use commercially reasonable efforts to maintain the eligibility of the Transferred Employees to claim benefits under the current Employee Plan with The Manufacturers Life Insurance Company (the "Current Canadian Employee Plan"), until the Transferred Employees become eligible to claim benefits under the New Canadian Employee Plan; provided that any premiums under the Current Canadian Employee Plan in respect of the Transferred Employees from and after the Closing shall be paid by Can Purchaser.

7.2 Covenants of Purchasers with respect to Employees.

(a) Purchasers shall assume the Employee Plans described in Section 7.2(a) of the Sellers Disclosure Letter (collectively, the "Assumed Plans"). Purchasers, on the one hand, and Sellers, on the other, shall take such actions as are necessary and reasonably requested by the other

Party to cause Purchasers to assume sponsorship of and responsibility for administration and operation of such Employee Plans as of the Closing and to effect the transfer of all assets and benefit liabilities of the Assumed Plans together with all related trust, insurance policies and administrative services agreements, effective as soon as practicable following the Closing.

(b) On and following the Effective Date, Sellers and Purchasers shall reasonably cooperate in all matters reasonably necessary to effect the transactions contemplated by this Section 7.2, including exchanging information and data relating to workers' compensation, employee benefits and employee benefit plan coverage, and in obtaining any governmental approvals required hereunder, except as would result in the violation of any applicable Law, including without limitation, any Law relating to the safeguarding of data privacy.

(c) The provisions of this Section 7.2 are for the sole benefit of the Parties to this Agreement only and shall not be construed to grant any rights, as a third party beneficiary or otherwise, to any person who is not a Party to this Agreement, nor shall any provision of this Agreement except solely for the purpose of giving effect to Sections 7.2(a) and 7.2(b) be deemed to be the adoption of, or an amendment to, any Employee Plan, or otherwise to limit the right of Purchasers or Sellers to amend, modify or terminate any such Employee Plan. In addition, nothing contained herein shall be construed to (i) prohibit any amendments to or termination of any Employee Plan or (ii) prohibit the termination or change in terms of employment of any Employee (including any Transferred Employee) as permitted under applicable Law. Nothing herein, expressed or implied, shall confer upon any Employee (including any Transferred Employee) any rights or remedies (including, without limitation, any right to employment or continued employment for any specified period) of any nature or kind whatsoever, under or by reason of any provision of this Agreement.

ARTICLE VIII
CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASERS

The obligations of Purchasers to consummate the Closing are subject to satisfaction (or, to the extent permitted by applicable Law, waiver by Purchasers) of the following conditions precedent on or before the Closing Date.

8.1 CCAA Court Approvals. The Sale Order, the Land O'Lakes Assignment Order and the Assignment Orders shall have been issued by the CCAA Court (each in form and substance satisfactory to Purchasers) shall be Final Orders.

8.2 US Recognition Orders. The US Recognition Order of Sale Order and the US Recognition of the Land O'Lakes Assignment Order shall have been issued by the United States Bankruptcy Court for the District of Minnesota (each in form and substance satisfactory to Purchasers) and shall be Final Orders.

8.3 France Continuation Plan. The France Continuation Plan shall have been approved by the Commercial Court of Toulouse (in form and substance satisfactory to Purchasers) and shall be a Final Order.

8.4 Mandatory Antitrust Approvals. All Mandatory Antitrust Approvals (if any) shall have been obtained.

8.5 No Court Orders. No court or other Governmental Body shall have issued, enacted, entered, promulgated or enforced any Law or Order that has not been vacated, withdrawn or overturned restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

8.6 Representations and Warranties. All representations and warranties of Sellers contained in this Agreement that are not qualified by "materiality" or "Material Adverse Effect" shall be true and correct in all material respects as of the Closing Time with the same effect as though made on and as of that date, and all representations and warranties of Sellers contained in this Agreement that are qualified by "materiality" or "Material Adverse Effect" shall be true and correct in all respects as of the Closing Time with the same effect as though made on and as of that date.

8.7 Compliance with Covenants. Sellers shall have performed or complied in all material respects with all of their covenants and obligations hereunder which are required to be performed or complied with at or prior to Closing.

8.8 No Material Adverse Effect. Since the Effective Date, there shall not have been a Material Adverse Effect since the date of this Agreement.

8.9 Assigned Contracts. All consents, approvals or waivers necessary to assign the Assigned Contracts to the Purchasers shall have been obtained, or an Assignment Order shall have been granted by the CCAA Court in respect of such Assigned Contracts where necessary consents, approvals or waivers have not been obtained.

8.10 Authorizations. Purchasers (or the applicable Designated Purchaser) shall have received (and there shall be in full force and effect), in each case in form and substance satisfactory to Purchasers, either by transfer or re-issuance, all material Authorizations required to operate the UrtheCast Target Businesses and Acquired Assets, including those set forth (or required to be set forth) in Section 4.3(a) of the Sellers Disclosure Letter, consistent in all material respects with historical operations.

8.11 Indebtedness. All indebtedness and similar obligations of any Acquired Entity (including but not limited to any intercompany balances, payables or similar obligations owing to any Affiliate that is not an Acquired Entity, but excluding any intercompany balances, payables or similar obligations owing between Acquired Entities) shall have been fully extinguished in a manner satisfactory to the Purchasers (acting reasonably) on or prior to the Closing Date, other than any indebtedness that expressly constitutes an Assumed Liability, and written evidence thereof shall have been provided to Purchasers (in form and substance satisfactory to Purchasers, acting reasonably).

8.12 Key Employees. Each of the Employees determined and identified by the Purchasers (in their discretion) and notified to the Sellers during the Pre-Closing Period (the "Key Employees") shall have accepted employment offers or entered into employment agreements with Can Purchaser, on terms satisfactory to Can Purchaser, acting reasonably.

8.13 Delivery of Acquired Assets. Each of the deliveries required to be made to Purchasers pursuant to Section 10.2 shall have been so delivered and at Closing, Sellers shall deliver possession of all Acquired Assets to Purchasers, in situ, wherever such Acquired Assets are located at Closing consistent with the terms of this Agreement.

8.14 Corporate Documents. Sellers shall have delivered to Purchasers copies of the resolutions of Sellers' board of directors or similar governing body, as applicable, evidencing the approval of this Agreement and the transactions contemplated hereby.

8.15 Release of Encumbrances. The Sale Order shall provide for the release of any and all Encumbrances on the Acquired Assets other than Permitted Encumbrances, and Purchasers shall have received such documents or instruments as may be required, in Purchasers' reasonable discretion, to demonstrate that, effective as of the Closing Date, the assets of the Acquired Entities are released from any and all Encumbrances other than Permitted Encumbrances.

8.16 DIP Facility Compliance. Immediately prior to the Closing, there has not been an Event of Default as defined in the DIP Facility Credit Agreement that has not been cured or otherwise waived by the DIP Lender, in its sole discretion.

8.17 Land O'Lakes Condition. The Land O'Lakes Condition shall have been satisfied.

8.18 GoC Financing Condition. The GoC Financing Condition shall have been satisfied.

8.19 Cancellation of Secured Debt. All Secured Debt held by Non-Participating Secured Lenders shall have been fully and finally terminated, forgiven and otherwise cancelled, and written evidence thereof shall have been provided to Purchasers (in form and substance satisfactory to Purchasers, acting reasonably).

ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

The obligations of Sellers to consummate the Closing are subject to satisfaction (or, to the extent permitted by applicable Law, waiver by Sellers) of the following conditions precedent on or before the Closing Date:

9.1 CCAA Court Approvals. The Sale Order shall have been issued by the CCAA Court.

9.2 No Court Orders. No court or other Governmental Body shall have issued, enacted, entered, promulgated or enforced any Law or Order that has not been vacated, withdrawn or overturned restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

9.3 Representations and Warranties. All representations and warranties of Purchasers contained in this Agreement that are not qualified by "materiality" or "Material Adverse Effect" shall be true and correct in all material respects as of the Closing Time with the same effect as though made on and as of that date, and all representations and warranties of Purchasers contained in this Agreement that are qualified by "materiality" or "Material Adverse Effect" shall be true and correct in all respects as of the Closing Time with the same effect as though made on and as of that date.

9.4 Compliance with Covenants. Purchasers shall have performed or complied in all material respects with all of its covenants and obligations hereunder which are required to be performed or complied with at or prior to Closing.

9.5 Corporate Documents. Purchasers shall have delivered to Sellers copies of the resolutions of Purchasers' board of managers evidencing the approval of this Agreement and the transactions contemplated hereby.

9.6 Cancellation of Secured Debt. All Secured Debt held by Non-Participating Secured Lenders shall have been fully and finally terminated, forgiven and otherwise cancelled.

ARTICLE X
CLOSING

10.1 Closing. Unless otherwise mutually agreed by the Parties, the closing of the purchase and sale of the Acquired Assets, the payment of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the "Closing") shall take place on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VIII and Article IX (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), or at such other place and time as the Parties may agree.

10.2 Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver, in addition to the other documents contemplated by this Agreement, the following to Purchasers:

(a) a bill of sale substantially in the form attached hereto as Exhibit A duly executed by the applicable Seller;

(b) an assignment and assumption agreement substantially in the form attached hereto as Exhibit B (the "Assignment and Assumption Agreement") duly executed by the applicable Seller;

(c) a true copy of the Sale Order, US Recognition Order of Sale Order, the US Recognition of Land O'Lakes Assignment Order, the France Continuation Plan, and any Assignment Orders (if applicable);

(d) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of each Seller certifying that the conditions set forth in Section 8.6 and Section 8.7 have been satisfied;

(e) an instrument of assumption and assignment of the Assigned Contracts regarding leased real property substantially in the form attached hereto as Exhibit C (the "Assignment and Assumption of Leases"), duly executed by the applicable Seller, in form for recordation with the appropriate public land records to the extent the underlying lease is of record;

(f) a Confirmatory Intellectual Property Assignment substantially in the form attached hereto as Exhibit D (the "Confirmatory IP Assignment"), duly executed by the applicable Seller;

(g) an accession agreement in respect of the limited partnership agreement in respect of Creditor Aggregator LP, duly executed by the Participating Secured Lenders;

(h) possession of all owned real property included in the Acquired Assets, together with duly executed and acknowledged transfer deeds for all such owned real property conveying the owned real property subject only to Permitted Encumbrances, and any existing surveys, legal descriptions and title policies that are in the possession of Sellers;

(i) possession of the Acquired Assets and the UrtheCast Target Businesses *in situ,* wherever such Acquired Assets are located at the Closing consistent with the terms of this Agreement;

(j) stock powers or similar instruments of transfer, duly executed by the applicable Seller, transferring all of the capital stock or other equity interests of each Acquired Subsidiary to a Purchaser or Designated Purchaser designated by Purchasers (it being understood that such instruments shall address the requirements under applicable Law local to the jurisdiction of organization of each such Acquired Subsidiary necessary to effect and make enforceable the transfer to Purchasers of the legal and beneficial title to such capital stock or other equity interests);

(k) all tax elections or designations described in Section 12.14 duly executed by Sellers;

(l) an assignment and assumption agreement with respect to all rights, title and interests of Deimos Imaging S.L.U. in the Winfield Solutions Licenses, to be transferred and assigned to or at the direction of Purchasers, substantially in the form of the Assignment and Assumption Agreement, duly executed by Deimos Imaging S.L.U.;

(m) an assignment and assumption agreement with respect to any Assigned Contracts (including any Assigned Contracts regarding leased real property) held by UrtheCast USA to be transferred and assigned to or at the direction of Purchasers, substantially in the form of the Assignment and Assumption Agreement and the Assignment and Assumption of Leases, duly executed by UrtheCast USA;

(n) a bill of sale and assignment agreement with respect to the conveyance of any Omitted Assets (if any) required to be transferred and assigned to Purchasers pursuant to Section 2.6, in form and substance reasonably satisfactory to Purchasers, duly executed by each of the Retained Subsidiaries;

(o) any Specified Interim Payment, as contemplated by Section 6.15; and

(p) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to Purchasers, as Purchasers may reasonably request to vest in Purchasers all of Sellers' right, title and interest of Sellers in, to or under any or all the Acquired Assets, including all owned real property included in the Acquired Assets.

10.3 Deliveries by Purchasers. At the Closing, Purchasers will deliver the following:

(a) if applicable, the Cash Balance payable pursuant to and in accordance with Section 3.1;

(b) evidence of the Purchaser Holdco Equity Interests issued to Creditor Aggregator LP and evidence of the Consideration Equity Interests issued to Participating Secured Lenders pursuant to and in accordance with Section 3.1;

(c) a confirmation, acknowledgement or other documentation satisfactory to the Sellers to be delivered by Purchasers, confirming the quantum of the credit to be applied against the obligations owing by the Sellers to the DIP Lender under the DIP Financing Credit Agreement towards satisfaction of the Cash Purchase Price all as contemplated by Section 3.2(a), such confirmation being subject to Monitor approval;

(d) the Assignment and Assumption Agreement duly executed by the applicable Purchaser;

(e) the Assignment and Assumption of Leases duly executed by the applicable Purchaser;

(f) the Confirmatory IP Assignment, executed by the applicable Purchaser;

(g) all tax elections or designations described in Section 12.14, duly executed by Purchasers;

(h) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of each Purchaser certifying that the conditions set forth in Section 9.3 and Section 9.4 have been satisfied; and

(i) such other documents as Sellers may reasonably request that are not inconsistent with the terms of this Agreement and customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

10.4 Monitor's Certificate. Upon satisfaction or waiver by the Purchasers of all applicable conditions precedent to Closing under Article VIII and delivery to the Purchasers of all applicable Closing deliverables under Section 10.2, the Purchasers shall deliver to the Monitor a certificate, dated as of the Closing Date, confirming the satisfaction or waiver of such conditions precedent to Closing and delivery of such Closing deliverables (the "Purchasers' Conditions Certificate"). Upon satisfaction or waiver by the Sellers of all applicable conditions precedent to Closing under Article IX and delivery to the Sellers of all applicable Closing deliverables under Section 10.3, the Sellers shall deliver to the Monitor a certificate, dated as of the Closing Date, confirming the satisfaction or waiver of such conditions precedent and delivery of such Closing deliverables (the "Sellers' Conditions Certificate" and together with the Purchasers' Conditions Certificate, the "Conditions Certificates"). Upon receipt by the Monitor of each of the Conditions Certificates, the Monitor shall (i) file as soon as practicable a copy of the Monitor's Certificate with the CCAA Court, at which time the Closing will be deemed to have occurred; and (ii) issue a true copy of such filed Monitor's Certificate to Sellers and Purchasers. For greater certainty, the Monitor shall be entitled to rely exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

ARTICLE XI
TERMINATION

11.1 Termination of Agreement. This Agreement and the transactions contemplated hereby may be terminated at any time on or prior to the Closing Date:

(a) Mutual Consent. By mutual written consent of Purchasers and Sellers.

(b) Termination by Purchasers or Sellers.

(i) by Purchasers or Sellers, if the Closing shall not have occurred on or prior to the later of (A) January 15, 2021 (such date, the "Outside Date"), subject to Section 11.2; provided, however, that (1) Sellers and Purchasers shall not be entitled to terminate this Agreement pursuant to this Section 11.1(b)(i) if the failure of the Closing to have occurred by the date specified above is caused by such Party's breach of any of its obligations under this Agreement and (2) if the Closing shall not have occurred by January 15, 2020, Purchasers shall have the right, in their sole discretion, to change the Outside Date (on one or more occasions) to a date that is no later than April 30, 2020, which right shall be exercised by the delivery of written notice of such change to Sellers not less than one Business Day before the then-effective Outside Date;

(ii) by Purchasers or Sellers, if the CCAA Court or other court of competent jurisdiction or a governmental, quasi-governmental, regulatory or administrative department, agency, commission or authority shall have issued or enacted an Order or Law restraining, enjoining or otherwise prohibiting the Closing, which is not capable of appeal; provided, however, that Sellers and Purchasers shall not be entitled to terminate this Agreement pursuant to this Section 11.1(b)(ii) if such Order is caused by such Party's breach of any of its obligations under this Agreement;

(iii) by Purchasers or Sellers, if the CCAA Court issues an Order approving an Alternate Transaction; or

(iv) by Purchasers or Sellers, if the Sale Order shall not have been issued by the CCAA Court on or prior to December 22, 2020 or if the Sale Order has been issued by such date but has been amended, supplemented or otherwise modified in any respect without the prior written consent of Purchasers.

(c) Termination by Purchasers.

(i) by Purchasers, if (A) Land O'Lakes or any of Sellers terminates the Geosys Purchase Agreement, (B) Winfield Solutions, UrtheCast or any of its Subsidiaries terminates the Winfield Solutions Licenses, or (C) any of the parties to the Subscription Agreements terminate any of the Subscription Agreements;

(ii) by Purchasers, if (A) the SISP Order is amended, supplemented or otherwise modified in any manner adverse to Purchasers or (B) the SISP Order shall fail to be in full force and effect or shall have been stayed, reversed, modified or amended in any manner adverse to Purchasers (other than in any *de minimis* respect), in each case without the prior written consent of Purchasers;

(iii) by Purchasers, if following its issuance, the Sale Order shall fail to be in full force and effect or shall have been stayed, reversed, modified or amended in any respect without the prior written consent of Purchasers, acting reasonably;

(iv) by Purchasers, if there is any unwaived and uncured Event of Default (as defined in the DIP Facility Credit Agreement) under the DIP Facility;

(v) by Purchasers, if the CCAA Proceedings are terminated or a licensed insolvency trustee or receiver is appointed in respect of Sellers and their Subsidiaries, and such licensed insolvency trustee or receiver refuses to proceed with the transactions contemplated by this Agreement;

(vi) by Purchasers, if a breach of any representation, warranty, covenant or agreement on the part of Sellers set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Article VIII not to be satisfied, and such breach is incapable of being cured or, if capable of being cured, Sellers have failed to cure such breach within ten (10) days of receipt of written notification thereof or which by its nature or timing cannot be cured within such time period;

(vii) by Purchasers, if either (a) Sellers or their Affiliates request or (b) the CCAA Court approves any amendments or modifications to the SISP that materially adversely affects the interests of Purchasers, the DIP Lender, or the transactions contemplated by this Agreement (which, for the avoidance of doubt, include any amendments or modifications to the Minimum Purchase Price or the Outside Date (as defined and established under the SISP), any amendments or modifications to the requirements set out for Phase 1 Qualified Bids in sections 9, 10, 11, 13 or 14 of the SISP or for Phase 2 Qualified Bids in sections 23, 24 or 26 of the SISP, and any amendment or modification to the terms and conditions set forth in sections 27, 28, 29, 30, 31 or 32 of the SISP);

(viii) by Purchasers, acting reasonably, if the CCAA Court enters any Order inconsistent with the SISP Order, the Sale Order or the Acquisition, other than in any *de minimus* respect;

(ix) by Purchasers, if any creditor of any Seller obtains a final and unstayed Order of the CCAA Court granting relief from the stay to foreclose or exercise enforcement rights on any portion of the Acquired Assets in excess of C$250,000 in the aggregate; or

(x) by Purchasers, if a Material Adverse Effect occurs.

(d) Termination by Sellers. By Sellers, if a breach of any representation, warranty, covenant or agreement on the part of Purchasers set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Article IX not to be satisfied, and such breach is incapable of being cured or, if capable of being cured, Purchasers have failed to cure such breach within thirty (30) days of receipt of written notification thereof or which by its nature or timing cannot be cured within such time period.

11.2 Procedure and Effect of Termination. If this Agreement is terminated pursuant to Section 11.1, written notice thereof shall forthwith be given to the other Parties to this Agreement and the Monitor and all further obligations of the Parties under this Agreement shall terminate; provided, however, that the Parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in this Article XI.

11.3 Disposition Amount and Expense Reimbursement Amount.

(a) In consideration of Purchasers and their Affiliates having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Acquired Assets, and to compensate Purchasers as a stalking-horse bidder, if this Agreement is terminated and any other sale of all or a portion of the Acquired Assets or a plan in the CCAA Proceedings involving all or a portion of the Acquired Assets that (1) is consummated within six months of such termination, (2) provides any cash on closing to the Sellers or their stakeholders, and (3) did not arise following a termination of this Agreement solely pursuant to Section 11.1(d) due to a material breach of this Agreement by Purchasers, is consummated (in either case, an "Alternate Transaction"), then Sellers shall pay to Purchaser Holdco (or as otherwise directed by Purchaser Holdco) in cash immediately following the closing of such Alternate Transaction, the sum of:

(i) the Expense Reimbursement Amount, not to exceed $1,000,000; and

(ii) an amount equal to 3.0% of the aggregate value of the consideration to be received by the Applicants and their stakeholders pursuant to the Alternate Transaction (the "Disposition Amount"), not to exceed $1,500,0000.

(b) Any Disposition Amounts shall be paid by Sellers to Purchasers without deduction or withholding for taxes, unless a tax deduction is required by applicable Law.

(c) Sellers' obligation to pay the Disposition Amount and Expense Reimbursement Amount pursuant to this Section 11.3 shall survive termination of this Agreement and shall be secured by the Break Fee Charge granted in favor of Purchasers pursuant to the SISP Order. No other amounts shall be payable by Sellers to Purchasers arising from or in connection with the termination of this Agreement other than as provided for in this Section 11.3.

ARTICLE XII
MISCELLANEOUS

12.1 Expenses. Except as otherwise provided herein (including without limitation, Sections 2.6 and 11.3) or the SISP Order, each Party hereto shall bear its own expenses with respect to the transactions contemplated hereby.

12.2 Release. Except as otherwise contained herein, effective as of the Closing, Purchasers, and each of them, hereby release and forever discharge the Monitor and its respective affiliates, and their respective successors and assigns, and all of the officers, directors, partners, shareholders, employees and agents of the Monitor and the Sellers (collectively, the "Released Parties"), from all actual or potential Claims which such Person had, has or may have in the future to the extent relating to the Acquired Assets or the Assumed Liabilities, unless arising from fraud, gross negligence or willful misconduct of any of the Released Parties.

12.3 Survival of Representations and Warranties; Survival of Confidentiality. The Parties agree that the representations and warranties contained in this Agreement shall expire upon the Closing Date. Except as otherwise provided herein, the Parties agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive in accordance with the terms of the particular covenant or until fully performed.

12.4 Amendment; Waiver. This Agreement may be amended, supplemented or changed, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought; provided that, notwithstanding the foregoing, the Acquired Assets and Assigned Contracts may be amended in accordance with Section 2.5. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable Law.

12.5 Notices. Any notice, request, instruction or other document to be given hereunder by a Party hereto shall be in writing and shall be deemed to have been given (i) when received if given in person, (ii) on the date of transmission if sent by electronic mail, or (iii) one (1) Business Day after being delivered to a nationally known commercial courier service providing next day delivery service (such as FedEx):

(a) If to Sellers, addressed as follows:

UrtheCast Corp.
Unit 33 – 1055 Canada Place
Vancouver, BC V6C 0C3

Attention : Don Osborne
Email : dosborne@urthecast.ca

With a copy (which shall not constitute notice) to:

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

Attention : Christian Gauthier
Email : gauthierc@bennettjones.com

(b) If to Purchasers, addressed as follows:

c/o Antarctica Infrastructure Partners LLC
630 Fifth Avenue, 20th Floor
New York, NY 10111

Attention: Chandra Patel
Email: crpatel@antarctica.com

With a copy (which shall not constitute notice) to:

McCarthy Tétrault LLP
PO Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6

Attention: Jonathan See
Email: jsee@mccarthy.ca

(c) If to the Monitor, addressed as follows

Ernst & Young Inc., as Monitor
700 West Georgia Street
Vancouver, BC V7Y 1C7

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

or to such other individual or address as a Party hereto may designate for itself by notice given as herein provided.

12.6 Effect of Investigations. Any due diligence review, audit or other investigation or inquiry undertaken or performed by or on behalf of Purchasers shall not limit, qualify, modify or amend the representations, warranties and covenants of, and indemnities by, Sellers made or undertaken pursuant to this Agreement, irrespective of the knowledge and information received (or which should have been received) therefrom by Purchasers.

12.7 Counterparts; Electronic Signatures.

(a) This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

12.8 Headings. The headings preceding the text of Articles and Sections of this Agreement and the Sellers Disclosure Letter are for convenience only and shall not be deemed part of this Agreement.

12.9 Applicable Law and Jurisdiction. Subject to any provision in this Agreement and any Ancillary Document to the contrary, this Agreement (and all documents, instruments, and agreements executed and delivered pursuant to the terms and provisions hereof) shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. Purchasers and Sellers further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to (a) the interpretation and enforcement of this Agreement or any Ancillary Document and/or (b) the Acquired Assets and/or Assumed Liabilities and the Parties expressly consent to and agree not to contest such jurisdiction.

12.10 Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the Parties hereto without prior written consent of the other Parties, provided that, Purchasers may grant a security interest in its rights and interests hereunder to its third party lender(s). Nothing contained herein, express or implied, is intended to confer on any Person other than the Parties hereto or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12.11 Designated Purchasers. In connection with the Closing, notwithstanding Section 12.10 or anything to the contrary contained herein, Purchasers shall be entitled to designate, in accordance with the terms of this paragraph, one or more Subsidiaries or Affiliates of Purchasers to (a) purchase specified Acquired Assets (including specified Assigned Contracts) and pay the corresponding Purchase Price amount, (b) assume specified Assumed Liabilities, (c) employ specified Transferred Employees on and after the Closing Date, (d) perform any of the other covenants and agreements hereunder to be performed by Purchasers and (e) be entitled to the rights and benefits afforded to Purchasers hereunder (any such Subsidiary or Affiliate of Purchasers that shall be designated in accordance with this clause, a "Designated Purchaser"). Upon any such designation of a Designated Purchaser, such Designated Purchaser shall be solely responsible with respect to the payment of the corresponding Purchase Price, the specified Assumed Liabilities and employment of the specified Transferred Employees. Any reference to Purchasers made in this Agreement in respect of any right, obligation, purchase, assumption or employment referred to in this paragraph shall be deemed a reference to the appropriate Designated Purchaser, if any, with respect to the applicable obligation or right. All obligations of Purchasers and any Designated Purchaser shall be several and not joint and, notwithstanding anything to the contrary contained herein, neither Purchasers nor any other Designated Purchaser shall have any obligation for any Assumed Liabilities assumed by a particular Designated Purchaser at the Closing and any prior obligations of the Purchasers are novated and released. For the avoidance of doubt, no designation of a Designated Purchaser hereunder shall expand or otherwise affect any limitation on Purchasers' obligations hereunder, it being understood that such limitations shall apply to the aggregate Liabilities of Purchasers and any Designated Purchaser(s) hereunder. The above designations shall be made by Purchasers by way of a written notice to be delivered to Sellers in no event later than five (5) Business Days prior to the anticipated Closing Date; provided, however, that no such designation may be made if the timing of such designation would reasonably be expected to delay the Closing. In addition, the Parties agree to modify any Closing deliverables in accordance with the foregoing designation. Any Designated Purchasers are intended third party beneficiaries of this Agreement, and this Agreement may be enforced by such Designated Purchasers.

12.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective Affiliates and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, Liability, reimbursement, Claim of Action or other right.

12.13 No Recourse. This Agreement may only be enforced against, and any Claims or causes of Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as Parties hereto and no Purchaser Related Party shall have any Liability for any obligations or liabilities of the Parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of Sellers against Purchasers hereunder, in no event shall Sellers or any of their Affiliates, and Sellers agree not to and to cause their Affiliates not to, seek to enforce this Agreement against, make any Claims for breach of this Agreement against, or seek to recover monetary damages from, any Purchaser Related Party.

12.14 Tax Matters.

(a) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or similar fees or other Taxes (other than any Taxes imposed on the Sellers), governmental charges and recording charges (including any interest and penalty thereon) which may be applicable to, or resulting from, or payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby (the "Transfer Taxes") shall be borne by Purchasers and the Parties agree to attend to the remittance thereof in accordance with applicable law.

(b) Cooperation on Tax Matters. Purchasers shall make available to Sellers, and Sellers shall make available to Purchasers, (i) such records, personnel and advisors as any such Party may require for the preparation of any Tax Returns required to be filed by Sellers or Purchasers, as the case may be, and (ii) such records, personnel and advisors as Sellers or Purchasers may require for the defense of any audit, examination, administrative appeal, or litigation of any Tax Return in which Sellers or Purchasers was included. Sellers agree to provide all reasonable cooperation to Purchasers, and shall make available to Purchasers such records, personnel and advisors as is reasonably necessary for Purchasers, in determining the Tax attributes of Sellers and their Subsidiaries.

(c) Allocation of Purchase Price. The Purchase Price shall be allocated among the Acquired Assets in accordance with their respective fair market values and in accordance with applicable tax Laws. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, Purchasers shall provide Sellers with an allocation of the Purchase Price for all purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for all purposes and the Sellers shall be entitled to provide their reasonable comments.

(d) Section 167 Election. In respect of the Acquired Assets situated in Canada and purchased from UrtheCast, at the request of the Purchasers, the Sellers agree to jointly elect with Purchasers pursuant to section 167 of the GST Legislation, provided that such election shall prepared by the Purchasers and filed by the Purchasers in prescribed form and within the time limits contained in the GST Legislation with the appropriate Governmental Body. The Parties will consider whether a similar election is available for other Acquired Assets.

(e) Withholding. Purchasers, and any Person acting on their behalf, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Seller or any other Person such amounts as Purchasers are required to deduct and withhold under the Code, or any Tax Law, with respect to the making of such payment; provided that Purchasers shall consult with the affected Sellers or other Persons in good faith prior to making such withholding or deduction and the Parties hereto shall reasonably cooperate to reduce or eliminate any such amounts. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to Sellers or the Person in respect of whom such deductions and withholding was made, as the case may be.

12.15 Construction.

(a) The information contained in the Sellers Disclosure Letter is disclosed solely for the purposes of this Agreement and may include items or information not required to be disclosed under this Agreement, and no information contained in any Sellers Disclosure Letter shall be deemed to be an admission by any Party hereto to any third Person of any matter whatsoever, including an admission of any violation of any Laws or breach of any agreement. No information contained in any section of the Sellers Disclosure Letter shall be deemed to be material (whether individually or in the aggregate) to the Business, assets, liabilities, financial position, operations, or results of operations of Sellers nor shall it be deemed to give rise to circumstances which may result in a Material Adverse Effect, in each case solely by reason of it being disclosed. Information contained in a section or subsection of the Sellers Disclosure Letter (or expressly incorporated therein) shall qualify the representations and warranties made in the identically numbered Section or, if applicable, subsection of this Agreement and all other representations and warranties made in any other section or subsection of the Sellers Disclosure Letter to the extent its applicability to such section or subsection of the Sellers Disclosure Letter is reasonably apparent on its face. References to agreements in the Sellers Disclosure Letter are not intended to be a full description of such agreements, and all such disclosed agreements should be read in their entirety, and nothing disclosed in any section or subsection of the Sellers Disclosure Letter is intended to broaden any representation or warranty contained in Article IV or Article V.

(b) References in Article IV or Article V to documents or other materials "provided" or "made available" to Purchasers or similar phrases mean that such documents or other materials were present (and available for viewing by Purchasers and their Representatives) in the Data Room.

12.16 Entire Understanding. This Agreement, together with the Ancillary Documents and the DIP Facility Credit Agreement, set forth the entire agreement and understanding of the Parties hereto in respect to the transactions contemplated hereby, and this Agreement and the Ancillary Documents hereto supersede all prior agreements, arrangements and understandings relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by any Party hereto, except those expressly set forth in this Agreement or in any Ancillary Documents hereto.

12.17 No Presumption Against Drafting Party. Each of the Purchasers and Sellers acknowledge that each Party to this Agreement has been represented by legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule or Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

12.18 Time of Essence. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

12.19 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered on the date first above written

EARTHDAILY HOLDINGS, LP, by its general partner **ANTARCTICA DATA PARTNERS GP, LLC**

Per: ______________________________
Name: Chandra R. Patel
Title: Authorized Signatory

EARTHDAILY CANADA HOLDINGS CORP.

Per: ______________________________
Name: Chandra R. Patel
Title: Authorized Signatory

EARTHDAILY CANADA LIMITED PARTNERSHIP, by its general partner, **EARTHDAILY CANADA GP CORP.**

Per: ______________________________
Name: Chandra R. Patel
Title: Authorized Signatory

URTHECAST CORP.

Per: ______________________________
Name: SAI CHU
Title:

1185729 B.C. LTD.

Per: ______________________________
Name: SAI CHU
Title:

1185781 B.C. LTD.

Per: ______________________________
Name: SAI CHU
Title:

URTHECAST USA INC.

Per: ______________________________
Name: SAI CHU
Title:

EXHIBIT A
BILL OF SALE

ATTACHED

GENERAL CONVEYANCE AND BILL OF SALE

THIS INDENTURE made as of **[●]**, 2020 (the "**Effective Date**"), by and among **[Seller]**, a **[●] [corporation]** ("**[Seller]**") and **[Purchaser]**, a **[●] [corporation]** ("**[Purchaser]**").

WHEREAS, pursuant to an asset purchase agreement between, *inter alia*, **[Purchaser]** and **[Seller]** made as of December [●], 2020 (the "**Purchase Agreement**"), Purchasers have agreed to purchase, and Sellers have agreed to sell, the Acquired Assets on the Closing Date free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances); and

WHEREAS, Purchasers have directed **[Seller]** to sell, transfer and covey certain Acquired Assets to **[Purchaser]**, and **[Purchaser]** wishes to purchase and accept the transfer and conveyance of such Acquired Assets, on the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.2.**Transferred Assets**. **[Seller]** hereby absolutely sells, assigns, transfers and delivers to **[Purchaser]**, as of and from the Closing Time, free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances), all of the right, title and interest in the assets and properties of **[Seller]** in all of the Acquired Assets other than (i) all rights, title and interests in the Geosys Purchase Agreement, the Subscription Agreements and the Winfield Solutions Licenses, (ii) the Authorizations and (iii) the Assigned Contracts (and, without limiting the generality of the foregoing, excluding the Excluded Assets), and including the following:(a) all equipment and tangible property of **[Seller]**, including inventory, raw materials, work in process, vehicles, tools, parts and supplies, machinery, furniture, furnishing, appliances, fixtures, office equipment, owned and licensed computer hardware and related documentation, stored data, communication equipment, trade fixtures and leasehold improvements, in each case, to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses;

(b) all rights, options, claims and causes of action, to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses; and

(c) all prepaid charges and expenses, including all prepaid rent and all prepaid charges, expenses and rent under any personal property leases to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses;

(d) all rights, options, Claims or causes of action of any Seller or other Applicant against any party arising out of events occurring prior to the Closing, including and, for the avoidance of doubt, arising out of events occurring prior to the Filing

Date, and including (i) any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Sellers in connection with the Acquired Assets or Assumed Liabilities, and (ii) any and all causes of action related to the Acquired Assets or Assumed Liabilities under applicable Law;

(e) all Assumed Plans, together with all funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies and administration service contracts related thereto), and all rights and obligations thereunder;

(f) all personnel files for Transferred Employees except as prohibited by Law; provided, however, that Sellers have the right to retain copies at Sellers' expense to the extent required by Law;

(g) the Owned IP and the Licensed IP;

(h) all goodwill, payment intangibles and general intangible assets and rights of Sellers to the extent associated with the UrtheCast Target Businesses, the Assumed Liabilities or the Acquired Assets;

(i) to the extent permitted by Law, Sellers' Documents related to or associated with the UrtheCast Target Businesses; provided, however, that Sellers have the right to retain copies of all of the foregoing at Sellers' expense to the extent required by Law;

(j) [to the extent transferable, all rights and obligations under or arising out of all insurance policies relating to the UrtheCast Businesses or any of the Acquired Assets or Assumed Liabilities] ;

(k) all rights and obligations under non-disclosure, confidentiality, non-competition, non-solicitation and similar arrangements with (or for the benefit of) former or current employees and agents of Sellers or with third parties (including any non-disclosure, confidentiality agreements or similar arrangements entered into in connection with or in contemplation of the filing of the CCAA Proceedings or pursuant to the SISP) that relate to the Acquired Assets or the Assumed Liabilities; and

(l) all other or additional assets, properties, privileges, rights and interests of Sellers relating to the Business, the Assumed Liabilities or the Acquired Assets (other than any Excluded Assets) of every kind and description and wherever located, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, and whether or not specifically referred to in the Purchase Agreement.

3. **Representations and Warranties**. **[Purchaser]** acknowledges that **[Seller]** makes no representation, warranty or condition with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

4. **Further Assurances**. **[Seller]** hereby covenants and agrees with **[Purchaser]** that it will from time to time and at all times thereafter, upon every reasonable request of **[Purchaser]** make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by **[Purchaser]**, whether for more effectually and completely vesting in **[Purchaser]**, the Acquired Assets hereby sold, transferred or assigned in accordance with the terms of this Indenture.

5. **Miscellaneous**.

(a) ***Entire Agreement; Paramountcy***. This Indenture, together with the applicable provisions of the Purchase Agreement and the other documents delivered pursuant to the Purchase Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). This Indenture is made pursuant to and subject to the provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall prevail.

(b) ***Counterparts; Electronic Signatures***.

(i) This Indenture may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(ii) The exchange of copies of this Indenture and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Indenture as to the Parties and may be used in lieu of the original Indenture for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

(c) ***Applicable Law and Jurisdiction***. This Indenture shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. **[Seller]** and **[Purchaser]** further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Indenture and the parties hereto expressly consent to and agree not to contest such jurisdiction.

(d) ***Binding Nature***. This Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed and delivered on the date first above written

[PURCHASER]

Per: ________________________________
Name:
Title:

[SELLER]

Per: ________________________________
Name:
Title:

EXHIBIT B
ASSIGNMENT AND ASSUMPTION AGREEMENT

ATTACHED

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of **[●]**, 2020 (the "**Effective Date**"), by and among **[Seller]**, a **[●] [corporation]** ("**[Seller]**") and **[Purchaser]**, a **[●] [corporation]** ("**[Purchaser]**").

WHEREAS, pursuant to an asset purchase agreement between, *inter alia*, **[Purchaser]** and **[Seller]** made as of December [●], 2020 (the "**Purchase Agreement**"), Purchasers have agreed to purchase, and Sellers have agreed to sell, the Acquired Assets on the Closing Date free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances); and

WHEREAS, Purchasers have directed **[Seller]** to sell, transfer and covey certain Acquired Assets to **[Purchaser]**, and **[Purchaser]** wishes to purchase and accept the transfer and conveyance of such Acquired Assets, on the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.2.**Assignment**. **[Seller]** hereby absolutely sells, assigns, transfers and delivers to **[Purchaser]**, as of and from the Closing Time, free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances), all of the right, title and interest in the assets and properties of **[Seller]** in the following:all rights, title and interests in the Geosys Purchase Agreement;

b) all rights, title and interests in the Subscription Agreements;

c) all rights, title and interests in the Winfield Solutions Licenses;

d) all Authorizations described in Schedule A hereto; and

e) all Assigned Contracts and other assets set forth on Schedule B hereto, and all rights and interests thereunder,

all in accordance with and subject to the terms and conditions of the Purchase Agreement.

3. **Assumption**. **[Purchaser]** hereby absolutely assumes and agrees to pay, perform, fulfill and discharge only the Assumed Liabilities (and, without limiting the generality of the foregoing, excluding the Excluded Liabilities).4. **Representations and Warranties**. **[Purchaser]** acknowledges that **[Seller]** makes no representation, warranty or condition

with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.5. **Miscellaneous**.

(a) ***Paramountcy***. This Agreement is made pursuant to and subject to the provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall prevail.(b) ***Counterparts; Electronic Signatures***.This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ii) The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

(c) ***Applicable Law and Jurisdiction***. This Agreement shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. **[Seller]** and **[Purchaser]** further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this In Agreement denture and the parties hereto expressly consent to and agree not to contest such jurisdiction.(d) ***Binding Nature***. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written

[PURCHASER]

Per: ________________________________
Name:
Title:

[SELLER]

Per: ________________________________
Name:
Title:

EXHIBIT C
ASSIGNMENT AND ASSUMPTION OF LEASES

ATTACHED

ASSIGNMENT AND ASSUMPTION OF LEASE[S]

This Agreement dated as of the ____ day of _______, _____ (this "**Agreement**").

between:

●
(the "**Assignor**")

and

●
(the "**Assignee**")

Recitals:

A. This Agreement is being entered into pursuant to an asset purchase agreement between, inter alia, the Assignor and the Assignee made as of December [●], 2020 (the "**Purchase Agreement**"), Purchasers have agreed to purchase, and Sellers have agreed to sell, the Acquired Assets on the Closing Date free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances);

B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign all of the Assignor's right, title and interest in and to the lease[s] described in Schedule A hereto (the "**[Lease[s]"]** to the Assignee, subject to the terms hereof; and

C. The Assignee has agreed to assume all of the Assignor's right, title and interest in and to the Lease[s], on the terms and conditions more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. <u>Interpretation</u>

Unless otherwise defined herein or the context otherwise requires, all capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Purchase Agreement.

2. <u>Assignment</u>

Effective from and after the date of this Agreement, the Assignor hereby assigns, transfers and sets over unto the Assignee for its sole use and benefit, all of the Assignor's right, title and interest in and to the Lease[s], together with all benefits and other advantages to be derived therefrom.

3. Assumption

Effective from and after the date of this Agreement, the Assignee hereby accepts the assignment contained in Section 2 hereof and assumes all obligations, liabilities, and covenants of the Assignor arising under the Lease[s] and covenants and agrees with the Assignor to make payment or otherwise perform such obligations, duties and liabilities in accordance with the provisions of the Lease[s] as fully as if the Assignee had entered into the Lease[s] in the place and stead of the Assignor.

4. Proviso

The assignment and assumption of the Lease[s] pursuant to this Agreement shall be subject to all terms and conditions of the Purchase Agreement.

5. Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

6. Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other party, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

7. Severability

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

8. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the **[Insert Applicable Jurisdiction]** [and the laws of Canada applicable therein] and shall be treated, in all respects, as an **[Insert Applicable Jurisdiction]** contract.

9. Headings

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

10, Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original form, faxed form or portable document format (PDF) and the parties to this Agreement may adopt any signatures received by receiving fax machine or PDF as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or delivered electronically.

[Remainder of page intentionally left blank]

In witness whereof the parties hereto have executed this Agreement as of the date first written above.

●

Per: ____________________________________
Name:
Title:

Per: ____________________________________
Name:
Title:

I/ We have authority to bind the above.

●

Per: ______________________________
Name:
Title:

Per: ______________________________
Name:
Title:

I/ We have authority to bind the above.

SCHEDULE A
LEASE[S]

[•]

EXHIBIT D
CONFIRMATORY IP ASSIGNMENT

ATTACHED

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (the“**Assignment**”) is made as of [●], 2020 (the **Effective Date**”), by and among **[Seller]**, a **[●] [corporation]** (“**[Seller]**”) and **[Purchaser]**, a **[●] [corporation]** (“**[Purchaser]**”).

WHEREAS, pursuant to an asset purchase agreement between, *inter alia*, **[Purchaser]** and **[Seller]** made as of December [●], 2020 (the “**Purchase Agreement**”), Purchasers have agreed to purchase, and Sellers have agreed to sell, the Acquired Assets on the Closing Date free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances);

WHEREAS, pursuant to Asset Purchase Agreement and a Bill of Sale and Assignment and Assumption Agreement, **[Seller]** has conveyed, sold, assigned, and transferred to **[Purchaser]** all rights, title, and interests in and to the Acquired Assets, including **[Seller]**’s Owned IP and Licensed IP; and

WHEREAS, **[Seller]** and **[Purchaser]** wish to confirm the conveyance, sale, assignment, and transfer of **[Seller]**’s Intellectual Property, including the Intellectual Property listed in Schedule A attached hereto, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.2. **Assignment**. Upon the terms and subject to the conditions of the Purchase Agreement, **[Seller]** hereby confirms that it has absolutely, unconditionally, and irrevocably conveyed, sold, assigned, and transferred to **[Purchaser]**, and **[Purchaser]** has purchased, acquired, and accepted from **[Seller]**, all of **[Seller]**’s rights, title and interest throughout the world, in, to and under **[Seller]**’s Owned IP and Licensed IP, including, without limitation(a) the inventions that are disclosed in the patents and patent applications set forth on Schedule A hereto (the “**Purchased Inventions**”), worldwide, and any and all patent applications for the Purchased Inventions in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-part, provisionals, non-provisionals, substitutions, and renewals thereof, and any and all letters patent granted for the Purchased Inventions in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions of the letters patent, and including the patents and patent applications set forth on Schedule A attached hereto;

   (b) the trademarks set forth on Schedule A hereto (the “**Purchased Trademarks**”), worldwide, the goodwill associated therewith, and any and all trademark applications for the Purchased Trademarks in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisionals, extensions, and renewals thereof, and any and all registrations granted for the Purchased Trademarks in any and all countries and jurisdictions, and any extensions or renewals thereof;

(c) the domain names set forth on Schedule A hereto and associated logos and site content (the "**Purchased Domain Names**"), worldwide, the goodwill associated therewith, and the associated registrations and renewals and all other rights in the Purchased Domain Names and including all passwords, log in codes, and information for the Purchased Domain Names, all copyright related to the Purchased Domain Names, and rights under contracts with domain name registries and authorities; and

(d) all rights of action and defenses accrued, accruing and to accrue in respect of **[Seller]**'s Owned IP and Licensed IP, including, without limitation, the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of **[Seller]** in all matters related to all of the foregoing.

3. **Representations and Warranties**. **[Purchaser]** acknowledges that **[Seller]** makes no representation, warranty or condition with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.4. **Further Assurances**. **[Seller]** agrees to: (i) cooperate with **[Purchaser]** in taking any action and providing any information (including all passwords and login codes for the Purchased Domain Names) that **[Purchaser]** reasonably requests to perfect, record or enforce **[Purchaser]**'s rights hereunder, to implement to their full extent the provisions of this Agreement, and to effect formal transfer and recording of the assignment of **[Seller]**'s Owned IP and Licensed IP; and (ii) execute and deliver, or cause to be executed and delivered, when requested, any other documents reasonably requested by **[Purchaser]** in connection therewith, in all instances of subsections (i) and (ii) without further consideration to **[Seller]**, except only that **[Purchaser]** will bear **[Seller]**'s reasonable costs of any actions taken by **[Seller]** to cooperate with **[Purchaser]** in order to enforce **[Seller]**'s Owned IP and Licensed IP and that are requested by **[Purchaser]**.5. **Authorization**. **[Seller]** does hereby authorize **[Purchaser]** or its patent or trademark agents or attorneys to correct errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.6. **Miscellaneous**.

(a) ***Paramountcy***. This Indenture, together with the applicable provisions of the Purchase Agreement and the other documents delivered pursuant to the Purchase Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). This Indenture is made pursuant to and subject to the provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall prevail.(b) ***Counterparts; Electronic Signatures***.(i) This Indenture may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(ii) The exchange of copies of this Indenture and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Indenture as to the Parties and may be used in lieu of the original Indenture for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

(c) ***Applicable Law and Jurisdiction***. This Indenture shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. **[Seller]** and **[Purchaser]** further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Indenture and the parties hereto expressly consent to and agree not to contest such jurisdiction.(d) ***Binding Nature***. This Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered on the date first above written

[PURCHASER]

Per: ______________________________
Name:
Title:

[SELLER]

Per: ______________________________
Name:
Title:

Schedule A

Trademarks:

	Mark	Owner	Jurisdiction	Registration Number	Date of Filing	Date of Issuance
1.						

Patents:

	Title	Owner	Country	Patent or Application Number	Date of Filing	Date of Issuance
1.						

	Domain Name	Owner	Registrar
1.			

EXHIBIT E
SISP ORDER

ATTACHED

No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

– AND –

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

ORDER MADE AFTER APPLICATION

(Sales Process Order)

BEFORE THE HONOURABLE	)	
	)	October 16, 2020
MADAM JUSTICE SHARMA	)	

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of October, 2020, by telephone; AND ON HEARING Alexandra Andrisoi and David E. Gruber, counsel for the Petitioners and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including the Fourth Report of Ernst & Young, Inc. in its capacity as Monitor (the "**Monitor**"); AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. The time for service of the Notice of Application dated October 14, 2020 herein be and is hereby abridged such that the Notice of Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

APPROVAL OF SISP

2. Capitalized terms used in this Order that are not otherwise defined have the same meaning as in the Amended and Restated Initial Order granted in these proceeding on September 23, 2020.

3. The sale and investment solicitation process (the "**General SISP**") substantially in the form set out in the attached **Schedule "C"** to this Order be and is hereby approved and the Petitioners be and are hereby authorized and directed, with the assistance and supervision of the Monitor, to carry out the General SISP in the manner set out Schedule "C" herein.

4. The Petitioners are authorized and directed, *nunc pro tunc,* to execute and deliver the stalking horse letter agreement and bid substantially in the form attached as **Schedule "D"** herein between the Petitioners and 1269336 B.C. Ltd (the "**Stalking Horse Bidder**") and/or one or more special purpose entities affiliated with Antarctica Infrastructure Partners, LLC (the "**Stalking Horse Bid**").

5. The Stalking Horse Bid payment of the break-up fee and expense reimbursement to the Stalking Horse Bidder provided for in the Stalking Horse Bid is approved.

GENERAL

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

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

Signature of Alexandra Andrisoi,
Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"

List of Petitioners

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

Schedule "B"

List of Counsel

Name of Counsel	**Party Represented**
Jeffrey Bradshaw	The Monitor
Michael Nowina	Land O'Lakes, Inc. and Winfield Solutions LLC
Ian Aversa and Sam Babe	1262743 B.C. Ltd.
Asim Iqbal	Hale Capital Partners L.P.
Sean Collins and Robert Richardson	Antarctica Infrastructure Partners LLC
Daniel Shouldice	Bolzano Investments Limited, Lunar Ventures Inc., Vine Rose Limited SMF Investments Limited
Ryan Laity	1249836 B.C. Ltd.

Schedule "C" – Sale and Investment Solicitation Process

Sale and Investment Solicitation Process Outline

Introduction

On September 4, 2020, UrtheCast Corp., UrtheCast International Corp., UrtheCast USA Inc., 1185729 B.C. Ltd. and the other petitioner parties set out on Schedule A (collectively, the "**Petitioners**" or "**UrtheCast Group**") to the initial order (the "**Initial Order**") granted by the Supreme Court of British Columbia (the "**Court**"), obtained relief under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") from the Court that, among other things, commenced the CCAA proceedings (the "**CCAA Proceedings**"), granted an initial stay of proceedings in respect of the Petitioners (the "**Stay**") and appointed Ernst & Young Inc., as monitor (the "**Monitor**").

On September 14, 2020, the Petitioners obtained an amended and restated version of the Initial Order from the Court (the "**Amended and Restated Initial Order**") that, among other things, extended the Stay to October 2, 2020, authorized a limited sales and investment solicitation process for certain camera equipment owned by the Petitioners and authorized an interim debtor-in-possession financing facility from 1262743 B.C. Ltd. (the "**Existing DIP Lender**") providing for borrowings of up to US$1,000,000 (the "**Existing DIP**") and the grant of a priority charge (the "**Existing DIP Lender's Charge")** to the Existing DIP Lender as security for borrowings under the Existing DIP.

On September 21, 2020, the Petitioners obtained a further amended and restated version of the Initial Order from the Court (the "**Second Amended and Restated Initial Order**") that, among other things, authorized an additional interim debtor-in-possession financing from HCP-FVL, LLC, an affiliate of Hale Capital Partners L.P. (the "**Second DIP Lender**") providing for borrowings of up to US $5,000,000 (the "**Second DIP**") pursuant to the DIP Facilities Loan Agreement dated as of September 21, 2020 (the "**Second DIP Agreement**").

On October 2, 2020, the Petitioners obtained an order of the Court (the "**Stay Extension Order**") that, among other things extended the Stay to December 18, 2020.

On October 16, 2020, the Petitioners obtained an order from the Court that amongst other things:

(a) authorized the Petitioners to pursue all avenues of refinancing or sale of its business or property, in whole or part, subject to prior approval of the Court before any material refinancing or sale is concluded;

(b) approved the Sale and Investment Solicitation Process set forth herein (the "**SISP**");

(c) approved an additional interim debtor-in-possession financing facility from an affiliate of Antarctica Infrastructure Partners, LLC (the "**AC DIP Lender**"), providing for borrowings of up to CAD $3,548,000 (the "**Stalking Horse DIP**") and the grant of a priority charge (the "**AC DIP Lender's Charge")** to the AC DIP Lender as security for borrowings under the Stalking Horse DIP, ranking in priority to the Existing DIP Lender's Charge;

(d) approved and accepted for the purpose of conducting a "stalking horse" solicitation in accordance with the SISP procedures set out in this this document (the "**SISP Process**

Outline") that certain letter agreement dated October 13, 2020 between the Petitioners and the Stalking Horse Bidder, providing for a potential sale (the "**Stalking Horse Bid**") of the Applicants' UrtheDaily Constellation project and UrthePipeline business (together, the "**Designated Assets**") to 1269336 B.C. Ltd. the Stalking Horse Bidder or a designated affiliate, including the payment of an expense reimbursement (the "**Expense Reimbursement**") by the Petitioners to the Stalking Horse Bidder as contemplated by the Stalking Horse Bid; and

(e) approved the procedures set forth in this SISP Process Outline.

To facilitate an efficient and thorough SISP in the face of UrtheCast's acute liquidity challenges, the Petitioners have:

(a) created a form of non-disclosure agreement ("**NDA**") and established a confidential online data site to facilitate due diligence investigations by Qualified Bidders (defined below) who enter into a NDA with UrtheCast Corp.; and

(b) finalized a list of potential bidders, including (i) parties that have approached the Petitioners or the Monitor indicating an interest in the Opportunity (defined below), (ii) domestic and international strategic and financial parties who UrtheCast Group in consultation with the Monitor, believe could be interested in purchasing all or part of the assets or investing in UrtheCast Group pursuant to the SISP (including, without limitation, any parties with whom were in contact prior to the Initial Order as part of UrtheCast Group's strategic review process) and (iii) any other parties reasonably suggested by a stakeholder as a potential bidder who may be interested in the Opportunity (collectively, "**Known Potential Bidders**").

Opportunity

1. The SISP is intended to solicit interest in and opportunities for a sale of or investment in all or part of the assets, property, business operations and undertaking (the "**Opportunity**") of the Petitioners and their subsidiaries (collectively, the "**UrtheCast Group**"). The Opportunity may include one or more of a recapitalization, arrangement or other form of investment in or reorganization of the business and affairs of the UrtheCast Group as a going concern or a sale of all, substantially all or one or more components of UrtheCast Group's assets, including without limitation, the sale of the shares of one or more of the corporations comprising the UrtheCast Group and its business operations (the "**Assets**") as a going concern or otherwise.

2. Except to the extent otherwise set forth in a definitive sale or investment agreement with a successful bidder, any sale of the Assets or investment in UrtheCast Group will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by any member of the UrtheCast Group, the Monitor or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of UrtheCast Group in and to the Assets to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.

Timeline

3. The following table sets out the key milestones under the SISP:

Milestone	Deadline
Teaser Letter sent to potential Known Potential Bidders	As soon as practicable and, in any case, not later than October 16, 2020
Phase 1 Bid Deadline	November 6, 2020
Phase 2 Bid Deadline	To be specified in Phase 2 Bid Process Letter, but in any case not later than November 18, 2020
Auction (if required)	November 23, 2020

4. In recognition that certain of the UrtheCast Group Assets, including but not limited to the synthetic aperture radar ("**SAR**") and Deimos assets, have already been subject to extensive marketing, UrtheCast Group may, with the consent of the Monitor and in consultation with affected stakeholders, shorten any of the deadlines specified above.

Solicitation of Interest: Notice of the SISP

5. The SISP will include a notification process and up to two phases of activity for qualified interested bidders ("**Phase 1**" and "**Phase 2**", respectively). As soon as reasonably practicable, but in any event by no later than October 16, 2020:

   (a) UrtheCast Group will cause a notice of the SISP (and such other relevant information which UrtheCast Group, in consultation with the Monitor, considers appropriate) (the "**Notice**") to be published in such publications as UrtheCast Group in consultation with the Monitor, consider appropriate, if any; and

   (b) UrtheCast Group will issue a press release setting out the information contained in the Notice and such other relevant information which UrtheCast Group considers appropriate for dissemination in Canada and major financial centres in the United States.

Stalking Horse Protections

6. Unless and until the Stalking Horse Bid has been completed or terminated by one of the parties in accordance with its terms, or amended to provide expressly to the contrary, the Stalking Horse Bidder will be afforded complete and timely access to (a) all confidential information regarding the Opportunity that is shared with any Potential Bidder (defined below), (b) the Bid Process Letter (defined below), and (c)a bi-weekly status update from the Monitor regarding the status of the SISP generally, including an update on whether there are any Qualified Bidders (defined below), Qualified Bids (defined below) received from Phase 2 Qualified Bidders (defined below), Competing Bids (defined below) and/or Compliant Competing Bid (as defined below), however this update will not provide the Stalking Horse Bidder any confidential information about these bidders or the terms of their bids if they include, in whole or in part, the Designated Assets (defined below) unless

and until a Successful Bidder (defined below) is determined for the Designated Assets and the SISP is proceeding to the Auction (defined below). For certainty, nothing is this SISP Process Outline is intended to derogate from any contractual rights of the Stalking Horse Bidder in the Stalking Horse Bid (including in any definitive agreement that may be entered into in respect of the Stalking Horse Bid), including the Stalking Horse Bidder's right to participate in the Auction SISP process, to be paid a break fee and to have certain of its expenses reimbursed.

PHASE 1: NON-BINDING LOIs

Phase 1 Qualified Bidders

7. Any Known Potential Bidder or other third party who contacts any of the Petitioners or Monitor to express interest in participating in the SISP (each, a "**Potential Bidder**") must provide an executed NDA to the Monitor and provide a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.

8. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "**Phase 1 Qualified Bidder**" only if UrtheCast Group in its reasonable business judgment and in consultation with the Monitor, determines that such Potential Bidder is likely, based on the availability of financing, experience and other considerations, to be able to timely consummate a sale or investment pursuant to the SISP.

9. For certainty, the Stalking Horse Bidder will be deemed a Phase 1 Qualified Bidder for the purposes of the SISP and, unless terminated by the Stalking Horse Bidder or UrtheCast Corp. in accordance with its terms, the Stalking Horse Bid will be deemed a Qualified LOI and the Stalking Horse Bidder will not be required to submit any other bid during Phase 1 of the SISP.

10. At any time during Phase 1 of the SISP, UrtheCast Group may, in their reasonable business judgment and after consultation with and the consent of the Monitor, eliminate a Phase 1 Qualified Bidder (other than the Stalking Horse Bidder) from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a "Phase 1 Qualified Bidder" for the purposes of the SISP.

11. UrtheCast Group, in consultation with the Monitor, reserves the right to limit any Phase 1 Qualified Bidder's (other than the Stalking Horse Bidder's) access to any confidential information (including any information in the data room) and to customers and suppliers of UrtheCast Group, where, in UrtheCast Group's opinion after consultation with the Monitor, such access could negatively impact the SISP, the ability to maintain the confidentiality of the confidential information, the UrtheCast Group or the Assets.

12. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information of the UrtheCast Group and the Assets in connection with their participation in the SISP and any transaction they enter into with UrtheCast Group.

Non-Binding Letters of Intent from Qualified Bidders

13. A Phase 1 Qualified Bidder (other than the Stalking Horse Bidder) that wishes to pursue the Opportunity further must deliver a non-binding letter of intent (an "**LOI**") to the Monitor

and UrtheCast Group at the addresses specified in Schedule "1" attached hereto (including by email or fax transmission), so as to be received by them not later than 5:00 PM (Pacific Time) on or before November 6, 2020, or such other date as the Monitor may advise in accordance with paragraph 4(the "**Phase 1 Bid Deadline**").

14. Subject to paragraph 13, an LOI so submitted will be considered a qualified LOI (a "**Qualified LOI**") only if:

    (a) it is submitted on or before the Phase 1 Bid Deadline by a Phase 1 Qualified Bidder;

    (b) it contains an indication of whether the Phase 1 Qualified Bidder is proposing:

        (i) to acquire all, substantially all or a portion of the Assets (a "**Sale Proposal**"), or

        (ii) a recapitalization, arrangement or other form of investment in or reorganization of the UrtheCast Group (an "**Investment Proposal**");

    (c) in the case of a Sale Proposal (other than the Stalking Horse Bid), it identifies or contains the following:

        (i) the purchase price or price range in Canadian dollars, including details of any liabilities to be assumed by the Phase 1 Qualified Bidder and key assumptions supporting the valuation;

        (ii) a description of the Assets that is expected to be subject to the transaction and any of the Assets expected to be excluded;

        (iii) a description of the Phase 1 Qualified Bidder's proposed treatment of material agreements and employees (for example, anticipated employment offers):

        (iv) a specific indication of the financial capability of the Phase 1 Qualified Bidder and the expected structure and financing of the transaction (including, but not limited to, the sources of financing to fund the acquisition, preliminary evidence of the availability of such financing or such other form of financial disclosure and credit-quality support or enhancement that will allow UrtheCast Group and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction and to perform all obligations to be assumed in such transaction; and the steps necessary and associated timing to obtain financing and any related contingencies, as applicable);

        (v) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;

(vi) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;

(vii) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any form of agreement required from a government body, stakeholder or other third party ("**Third Party Agreement**") and an outline of the principal terms thereof; and

(viii) any other terms or conditions of the Sale Proposal that the Phase 1 Qualified Bidder believes are material to the transaction;

(d) in the case of an Investment Proposal, it identifies the following:

(i) a description of how the Phase 1 Qualified Bidder proposes to structure the proposed investment;

(ii) the aggregate amount of the equity and/or debt investment to be made in the UrtheCast Group in Canadian dollars;

(iii) key assumptions supporting the Phase 1 Qualified Bidders' valuation;

(iv) a description of the Phase 1 Qualified Bidder's proposed treatment of any liabilities, material contracts and employees;

(v) the underlying assumptions regarding the pro forma capital structure (including the form and amount of anticipated equity and/or debt levels, debt service fees, interest or dividend rates, amortization, voting rights or other protective provisions (as applicable), redemption, prepayment or repayment attributes and any other material attributes of the investment);

(vi) a specific indication of the sources of capital for the Phase 1 Qualified Bidder and the structure and financing of the transaction (including, but not limited to, the sources of capital to fund the investment, preliminary evidence of the availability of such capital or such other form of financial disclosure and credit-quality support or enhancement that will allow UrtheCast Group and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction, steps necessary and associated timing to obtain such capital and any related contingencies, as applicable, and a sources and uses analysis);

(vii) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;

(viii) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;

(ix) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any Third Party Agreement required and an outline of the principal terms thereof; and

(x) any other terms or conditions of the Investment Proposal which the Phase 1 Qualified Bidder believes are material to the transaction;

(e) in the case of

(i) a Sale Proposal for Assets that include any of the Designated Assets, or

(ii) an Investment Proposal that contemplates taking any security interest in any of the Designated Assets or that could reasonably be expected to take longer to complete than the sale of the Designated Assets to the Stalking Horse Bidder pursuant to the Stalking Horse Bid (any Sale Proposal or Investment Proposal referred to in this subsection (e) being referred to as a "**Conflicting Bid**"),

such Conflicting Bid provides for payment of the expense reimbursement and break fee (it being understood and agreed that only the Stalking Horse Bidder will be entitled to any bid protections including expense reimbursement and a break fee) and provides that, at a minimum and on closing of the Conflicting Bid, cash proceeds will be paid in an amount which is at least equal to the sum of: (A) the amount of cash payable under the Stalking Horse Bid, (B) the amount of obligations being credit bid and debt assumed (exclusive of cure costs) in the Stalking Horse Bid, (C) the amount of the Expense Reimbursement, (D) the amount of any break fee payable under the Stalking Horse Bidder, (E) the principal and any accrued and unpaid interest owing under the Stalking Horse Bid DIP and the Existing DIP, plus (F) a minimum overbid amount of CAD $250,000 (the sum of such amounts in clauses (A) through (F) of this paragraph 14(e) being referred to as the "**Minimum Purchase Price**") and provides that, upon closing of the Conflicting Bid, the Stalking Horse DIP will be repaid in full and all amounts owing to the Stalking Horse Bidder (including the Stalking Horse's reimbursable expenses and break fee) will be paid at closing (a Conflicting Bid that satisfies the Minimum Purchase Price and other requirements of this clause being referred to as a "**Compliant Conflicting Bid**"); and

(f) in the case of either a Sale Proposal or an Investment Proposal, it contains such other information as reasonably requested by UrtheCast Group in consultation with the Monitor.

15. For the avoidance of doubt, the completion of any Sale Proposal or Investment Proposal shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived.

Preliminary Assessment of Phase 1 Bids and Subsequent Process

16. Following the Phase 1 Bid Deadline, UrtheCast Group, in consultation with the Monitor, will assess the Qualified LOIs. If it is determined by UrtheCast Group in consultation with the Monitor, that a Phase 1 Qualified Bidder that has submitted a Qualified LOI: (i) has a

bona fide interest in completing a Sale Proposal or Investment Proposal (as the case may be); and (ii) has the financial capability (based on availability of financing, experience and other considerations) to consummate such a transaction based on the financial information provided, then such Phase 1 Qualified Bidder will be deemed a "**Phase 2 Qualified Bidder**", provided that UrtheCast Group may, in their reasonable business judgment and after consultation with and with the approval of the Monitor, limit the number of Phase 2 Qualified Bidders (and thereby eliminate some bidders from the process) taking into account the factors identified in paragraph 18 below and any material adverse impact on the operations and performance of UrtheCast Group. Only Phase 2 Qualified Bidders shall be permitted to proceed to Phase 2 of the SISP.

17. For certainty, the Stalking Horse Bidder will be deemed a Phase 2 Qualified Bidder for the purposes of the SISP and, unless terminated by the Stalking Horse Bidder or UrtheCast Corp. in accordance with its terms, the Stalking Horse Bid will be deemed a Qualified Bid and the Stalking Horse Bidder will not be required to submit any other bid during Phase 2 of the SISP.

18. As part of the assessment of Qualified LOIs and the determination of the process subsequent thereto, UrtheCast Group, in consultation with the Monitor and with the approval of the Monitor, shall determine the process and timing to be followed in pursuing Qualified LOIs based on such factors and circumstances as they consider appropriate in the circumstances including, but not limited to: (i) the number of Qualified LOIs received, (ii) the extent to which the Qualified LOIs relate to the same Assets or involve Investment Proposals predicated on certain Assets, (iii) the scope of the Assets to which any Qualified LOIs may relate, and (iv) whether to proceed by way of sealed bid or auction (with or without a stalking horse bidder) with respect to some or all of the Assets (other than the Designated Assets). With respect to the Designated Assets, an auction shall be held in accordance with the auction process set out below (the "Auction") where UrtheCast Group in consultation with the Monitor, determines that one or more, or a combination thereof, of the Qualified Bids constitutes a Superior Bid (as defined below).

19. Upon the determination by UrtheCast Group, in consultation with the Monitor and with the approval of the Monitor, of the manner in which to proceed to Phase 2 of the SISP, UrtheCast Group, in consultation with and with the approval of the Monitor, will prepare a bid process letter for Phase 2 (the "**Bid Process Letter**"), and the Bid Process Letter will be (i) sent by the Monitor to all Phase 2 Qualified Bidders, and (ii) posted by the Monitor on the website the Monitor maintains in respect of this CCAA proceeding.

20. Notwithstanding the process and deadlines outlined above with respect to Phase 1 of the SISP and the process to supplement Phase 2 by way of the Bid Process Letter:

    (a) UrtheCast Group may, at any time bring a motion to seek approval of a stalking horse agreement in respect of some or all of the assets (excluding the Designated Assets) or the UrtheCast Group and related bid procedures in respect of such Assets or to establish further or other procedures for Phase 2; and

    (b) If no Compliant Conflicting Bid is received by UrtheCast Group on or before the Phase 1 Bid Deadline, the Petitioners will promptly bring an application seeking the granting of an order by the Court authorizing the Petitioners to proceed with the sale of the Designated Assets to the Stalking Horse Bidder in accordance with the terms and subject conditions of the Stalking Horse Bid.

PHASE 2: FORMAL OFFERS AND SELECTION OF SUCCESSFUL BIDDER

21. Paragraphs 22 to 32 below and the conduct of Phase 2 are subject to paragraphs 18, 19, and 20 and any adjustments made to Phase 2 in accordance with the Bid Process Letter and any further Court order regarding the SISP.

Due Diligence

22. UrtheCast Group in consultation with the Monitor, shall in their reasonable business judgment and subject to competitive and other business considerations, afford each Phase 2 Qualified Bidder (which shall be deemed to include the Stalking Horse Bidder, if the Stalking Horse Bid has not been completed in accordance with paragraph 20(b) or terminated by one of the parties in accordance with its terms) such access to due diligence materials and information relating to the Assets and UrtheCast Group as they deem appropriate. Due diligence access may include management presentations, on-site inspections, and other matters which a Phase 2 Qualified Bidder may reasonably request and as to which UrtheCast Group in their reasonable business judgment and after consulting with the Monitor, may agree. The UrtheCast Group will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Phase 2 Qualified Bidders and the manner in which such requests must be communicated. Neither the UrtheCast Group nor the Monitor will be obligated to furnish any information relating to the Assets or UrtheCast Group to any person other than to Phase 2 Qualified Bidders. Further and for the avoidance of doubt, selected due diligence materials may be withheld from certain Phase 2 Qualified Bidders if UrtheCast Group in consultation with the Monitor, determine such information to represent proprietary or sensitive competitive information.

Formal Binding Offers

23. Phase 2 Qualified Bidders (other than the Stalking Horse Bidder, which will be deemed to have satisfied this paragraph 23 by delivering a definitive agreement of purchase and sale to effectuate the transactions contemplated by the Stalking Horse Bid, as the same may be amended by the parties thereto) that wish to make a formal offer to purchase or make an investment in UrtheCast Group or its Assets shall submit a binding offer that complies with all of the following requirements prior to the date set out the Bid Process Letter (the "**Phase 2 Bid Deadline**"):

(a) the bid shall comply with all of the requirements set forth in respect of Phase 1 Qualified LOIs, including without limitation paragraph 14(e);

(b) the bid (either individually or in combination with other bids that make up one bid) is an offer to purchase or make an investment in some or all of the Assets or UrtheCast Group and is consistent with any necessary terms and conditions communicated to Phase 2 Qualified Bidders;

(c) the bid includes a letter stating that the Phase 2 Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder (as defined below), provided that if such Phase 2 Qualified Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;

(d) the bid includes duly authorized and executed transaction agreements, including the purchase price, investment amount and any other key economic terms expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, all applicable ancillary agreements with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements), and proposed order to approve the sale by the Court;

(e) the bid includes written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow UrtheCast Group and the Monitor to make a determination as to the Phase 2 Qualified Bidder's financial and other capabilities to consummate the proposed transaction;

(f) the bid is not conditioned on (i) the outcome of unperformed due diligence by the Phase 2 Qualified Bidder, apart from, to the extent applicable, to the disclosure of due diligence materials that represent proprietary or sensitive competitive information which was withheld in Phase 2 from the Phase 2 Qualified Bidder and/or (ii) obtaining financing;

(g) the bid fully discloses the identity of each entity that will be entering into the transaction or the financing (including through the issuance of debt in connection with such bid), or that is participating or benefiting from such bid, and such disclosure shall include, without limitation: (i) in the case of a Phase 2 Qualified Bidder formed for the purposes of entering into the proposed transaction, the identity of each of the actual or proposed direct or indirect equity holders of such Phase 2 Qualified Bidder and the terms and participation percentage of such equity holder's interest in such bid; and (ii) the identity of each entity that has or will receive a benefit from such bid from or through the Phase 2 Qualified Bidder or any of its equity holders and the terms of such benefit;

(h) the bid includes a commitment by the Phase 2 Qualified Bidder to provide a non-refundable deposit in the amount of not less than 10% of the purchase price offered upon the Phase 2 Qualified Bidder being selected as the Successful Bidder and in any event, prior to service of the materials for the Sale Approval Motion (as defined below);

(i) the bid includes acknowledgements and representations of the Phase 2 Qualified Bidder that: (i) the transaction is on an "as is, where is" basis; (ii) it has had an opportunity to conduct any and all due diligence regarding the Assets and UrtheCast Group prior to making its offer (apart from, to the extent applicable, the disclosure of due diligence materials that represent proprietary or sensitive competitive information which were withheld in Phase 2 from the Phase 2 Qualified Bidder); (iii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; and (iv) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets, or UrtheCast Group or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by UrtheCast Group;

(j) the bid includes evidence, in form and substance reasonably satisfactory to UrtheCast Group, in consultation with the Monitor, of authorization and approval from the Phase 2 Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction agreement(s) submitted by the Phase 2 Qualified Bidder;

(k) the bid contains other information required by UrtheCast Group or the Monitor including, without limitation, such additional information as may be required in the event Phase 2 is supplemented in accordance with paragraph 19 to contemplate that an auction of certain Assets be conducted; and

(l) the bid is received by the Phase 2 Bid Deadline.

24. Following the Phase 2 Bid Deadline, UrtheCast Group in consultation with the Monitor, will assess the Phase 2 bids received. UrtheCast Group, in consultation with the Monitor, will designate the most competitive bids that comply with the foregoing requirements to be "**Qualified Bids**". No Phase 2 bids received shall be deemed not to be Qualified Bids unless the Monitor so approves. Only Phase 2 Qualified Bidders whose bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s).

25. The Monitor shall notify each Phase 2 Qualified Bidder in writing as to whether its bid constituted a Qualified Bid within three (3) business days of the Phase 2 Bid Deadline, or at such later time as UrtheCast Group in consultation with the Monitor, deem appropriate.

26. UrtheCast Group may, in consultation with the Monitor, aggregate separate bids from unaffiliated Phase 2 Qualified Bidders (if, and only if, such aggregation is reasonably practicable to effect a transaction without overlap) to create one "Qualified Bid".

Evaluation of Competing Bids

27. A Qualified Bid will be evaluated based upon several factors, including, without limitation, items such as the Purchase Price and the net value provided by such bid, the claims likely to be created by such bid in relation to other bids, the identity, circumstances and ability of the Phase 2 Qualified Bidder to successfully complete such transactions, the proposed transaction documents, the effects of the bid on the stakeholders of UrtheCast Group, factors affecting the speed, certainty and value of the transaction (including any regulatory approvals or third party contractual arrangements required to close the transactions), the Assets included or excluded from the bid, any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by UrtheCast Group and the Monitor.

28. A Qualified Bid will be deemed a Superior Bid where a credible, unconditional and financially viable third party offer, or combination of offers for (A) the acquisition of all, substantially all or certain of the Designated Assets; or (B) an investment, restructuring, recapitalization, refinancing or other reorganization of the UrtheCast Group, the terms of which offer are no less favourable and no more burdensome or conditional than the terms contained in the Stalking Horse Asset Purchase Agreement, and which at a minimum, alone, or in a combination with other offers, includes:

(a) a payment in cash in excess of CAD $250,000 of the aggregate of the total consideration payable pursuant to the Stalking Horse APA, being CAD $69.3 million;

(b) a payment in cash in the amount necessary to fully pay the Stalking Horse bidder's break fee and expense reimbursement together with any CCAA priority amounts owing, including any interim financing obligations as at the closing of such transaction; and

(c) a payment in cash of all priority charges and an assumption of liabilities to satisfy and payment of all cure costs required to the closing of such transaction.

Selection of Successful Bid

29. UrtheCast Group, in consultation with the Monitor, (a) will review and evaluate each Qualified Bid, provided that each Qualified Bid may be negotiated between UrtheCast Group, in consultation with the Monitor, and the applicable Phase 2 Qualified Bidder, and may be amended, modified or varied to improve such Phase 2 Qualified Bid as a result of such negotiations, and (b) identify the highest or otherwise best bid (the "**Successful Bid**"), and the Phase 2 Qualified Bidder making such Successful Bid, the "**Successful Bidder**") for any particular Assets or UrtheCast Group, in whole or part. UrtheCast's determination of any Successful Bid, with the assistance of the Monitor, shall be subject to approval by the Court and in the case of the Designated Assets, where the Successful Bid constitutes a Superior Bid, the UrtheCast Group will proceed to an auction (the "Auction").

30. For certainty, notwithstanding the process and deadlines outlined above with respect to Phase 2 of the SISP, if no binding offer for a Compliant Conflicting Bid is received by UrtheCast Group during Phase 2 on or before the Phase 2 Bid Deadline, then the Petitioners will promptly bring an application seeking the granting of an order by the Court authorizing the Petitioners to proceed with the sale of the Designated Assets to the Stalking Horse Bidder in accordance with the terms and subject conditions of the Stalking Horse Bid. UrtheCast Group shall have no obligation to enter into a Successful Bid (excluding the Stalking Horse Bid, if applicable), and it reserves the right, after consultation with the Monitor to reject any or all Phase 2 Qualified Bids.

Auction

31. The Auction shall run in accordance with the following procedures, which may be modified by the UrtheCast Group in its discretion, after consultation with the Monitor:

(a) prior to the Auction Monitor shall have identified the Superior Offer and all bidding at the Auction shall be irrevocably made on the terms of the Superior Offer, except for price/investment amount and certain other identified business terms;

(b) the Monitor will provide to all Qualified Bidders the material terms and conditions of the Superior Offer (the "**Starting Bid**") and each Qualified Bidder must inform the UrtheCast Group whether it intends to participate in the Auction (the parties who so inform the UrtheCast Group, that they intend to participate are the "**Auction Bidders**");

(c) Only representatives of the Auction Bidders, the UrtheCast Group, the Monitor, the DIP Lenders and such other persons permitted by the UrtheCast Group and the Monitor (and the advisors to each of the foregoing) are entitled to attend the Auction;

(d) At the commencement of the Auction, each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder to detrimentally affect the price for any sale;

(e) Only the Auction Bidders will be entitled to make any Subsequent Bids (as defined herein);

(f) All Subsequent Bids presented during the auction shall be made and received in one room on an open basis. All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction and that all material terms of each Subsequent Bid will be fully disclosed to all other Auction Bidders throughout the entire Auction;

(g) All Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present in person at the Auction;

(h) The UrtheCast Group, after consultation with the Monitor, may employ and announce at the auction additional procedural rules that are reasonable under the circumstances, (e.g. the amount of time allotted to make Subsequent Bids, requirement to bid in each round, and the ability of multiple Auction Bidders to combine to present a single bid) for conducting the auction, provided that such rules are (i) not inconsistent with any applicable law, and (ii) disclosed to each Auction Bidder at the auction;

(i) Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (a "**Subsequent Bid**") that the UrtheCast Group determines, after consultation with the Monitor, is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined herein); in each case by at least the Minimum Incremental Overbid. Each bid at the auction shall provide net value to the UrtheCast Group of at least CAD $100,000 (the "**Minimum Incremental Overbid**") over the Starting Bid or the Leading Bid (as defined herein), as the case may be; provided however that the UrtheCast Group, after consultation with the Monitor, shall retain the right to modify the incremental requirements at the Auction and provided further that the UrtheCast Group, in determining the net value of an incremental bid, shall not be limited to evaluating the incremental dollar value of such bid and may consider other factors. After each Subsequent Bid, the UrtheCast Group shall, after consultation with the Monitor, announce whether such bid (including the value and material terms thereof) is higher or otherwise better than the prior bid (the "**Leading Bid**"). A round of bidding will conclude after each Auction Bidder has the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

(j) If, in any round of bidding, no new Subsequent Bid is made that becomes a Leading Bid, the Auction shall be closed;

(k) The Auction shall be closed by midnight on the day of the Auction unless extended for a further 24 hour period by the UrtheCast Group with the approval of the Monitor;

(l) No bids (from Auction Bidders or otherwise) shall be considered after the conclusion of the Auction; and

(m) At the close of the Auction, the Monitor shall identify the winning bid (the "**Auction Successful Bid**"). At the conclusion of the Auction, the Monitor will notify the other bidders of the identities of the bidders of the Auction Successful Bid. (n) following conclusion of the Stalking Horse Scenario Auction, the UrtheCast Group, with the assistance of the Monitor, may finalize a definitive agreement or agreements in respect of the Stalking Horse Auction Successful Bid and the Stalking Horse Auction Backup Bid, respectively, if any, conditional upon approval of the Court.

32. All other bids received at the Auction shall be deemed rejected on the earlier of: (i) the date of closing of the Auction Successful Bid, and (ii) confirmation from the Monitor that the bid has been rejected.

Sale Approval Motion Hearing

33. At the hearing of the motion to approve any transaction with a Successful Bidder (which would include the Stalking Horse Bidder in the circumstances contemplated by paragraphs 20(b) or 29 (the "**Sale Approval Motion**"), UrtheCast Group shall seek, among other things, approval from the Court to consummate any Successful Bid. All the Phase 2 Qualified Bids other than the Successful Bid, if any, shall be deemed rejected by UrtheCast Group on and as of the date of approval of the Successful Bid by the Court.

Confidentiality, Stakeholder/Bidder Communication and Access to Information

34. All discussions regarding an LOI, Sale Proposal or Investment Proposal must be directed through the Monitor. Under no circumstances should the management of the UrtheCast Group or any stakeholder of UrtheCast Group be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP process.

35. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Phase 1 Qualified Bidders, LOIs, Phase 2 Qualified Bidders, Phase 2 Qualified Bids, the details of any bids submitted or the details of any confidential discussions or correspondence between UrtheCast Group, the Monitor and such other bidders or Potential Bidders in connection with the SISP, except to the extent UrtheCast Group with the approval of the Monitor and consent of the applicable participants, are seeking to combine separate bids from Phase 1 Qualified Bidders or Phase 2 Qualified Bidders.

Supervision of the SISP

36. The participation of UrtheCast Group in the SISP will be directed by UrtheCast Corp.'s board of directors.

37. The Monitor will participate in the conduct of the SISP in the manner set out in this SISP Process Outline and the Initial Order and is entitled to receive all information in relation to the SISP.

38. This SISP does not, and will not be interpreted to create any contractual or other legal relationship between UrtheCast Group and any Phase 1 Qualified Bidder, any Phase 2 Qualified Bidder (other than the Stalking Horse Bidder) or any other party, other than as specifically set forth in a definitive agreement that may be signed with UrtheCast Group.

39. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any LOI, Phase 2 bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

40. UrtheCast Group shall have the right to modify the SISP (including, without limitation, pursuant to the Bid Process Letter) provided always that the outside date for closing a transaction of purchase and sale of the Designated Assets will only be amended with the written consent of the Stalking Horse Bidder) with the prior written approval of the Monitor if, in their reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the Service List in this CCAA proceeding shall be advised of any substantive modification to the procedures set forth herein.

Schedule "1"

Address for Submitting LOIs and Phase 2 Bids

Bennett Jones LLP
666 Burrard St
Suite #2500
Vancouver, BC V6C 2X8

Fax: •
Attn : •

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Fax: •
Attn : Mr. Philippe Mendelson, Vice President

Schedule "D" – Stalking Horse Bid

DELIVERED BY EMAIL

October 13, 2020

URTHECAST CORP.
Unit 33-1055 Canada Place
Vancouver, BC V6C 0C3

Attention: Mr. Don Osborne
Director & Chief Executive Officer

- and to -

ERNST & YOUNG INC., as Monitor
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Mr. Mike Bell
Senior Vice President

Dear Sirs:

Re: Stalking Horse Bid Letter for UrtheDaily Constellation and UrtheCast Pipeline

This letter of intent, including the term sheet attached hereto as Exhibit "A" (the "Acquisition Term Sheet"), confirms our mutual understanding regarding the proposed material terms and conditions upon which Antarctica Infrastructure Partners, LLC ("Antarctica"), through its wholly-owned subsidiary 1269336 B.C. Ltd. and/or one or more special purpose entities affiliated with Antarctica (in any case, "Bidco"), is prepared to acquire (the "Proposed Transaction") from UrtheCast Corp., an Ontario corporation ("UrtheCast") and/or certain of UrtheCast's direct and indirect subsidiaries (together with UrtheCast, the "Sellers"), all of the assets and certain liabilities of the UrtheDaily Constellation project[1] and the UrthePipeline[2] product offering (together, the "Acquired Business"), including, without limitation, the assets set forth in Schedule "A" to the Acquisition Term Sheet (collectively, the "Acquired Assets"), in connection with a filing by the Sellers and certain of their affiliates made under the *Companies Creditors' Arrangement Act* (Canada) ("CCAA"). The Proposed Transaction will be subject to Sellers' undertaking a competitive process on the terms and conditions set out in a Sale and Investment Solicitation Process ("SISP") on terms agreed to by UrtheCast's board of directors (the "Board"), UrtheCast, Ernst & Young Inc., as CCAA monitor (the "Monitor") and the Supreme Court of British Columbia (the "Court"), and provided by UrtheCast to Antarctica and approved by the Court. The form of SISP that UrtheCast will present to the Court for approval for

[1] As that term is used in UrtheCast's annual information form dated May 4, 2020, and including all related assets, contracts, intellectual property, software, books and records and employees that are owned by the Sellers (or any of them) and that are reasonably necessary to design, complete, finance, launch and operate the UrtheDaily Constellation.
[2] As that term is used in UrtheCast's annual information form dated May 4, 2020, and including all related assets, products, contracts, intellectual property, software, books and records and employees that are owned by the Sellers (or any of them) and that are reasonably necessary to design, complete, finance, launch and operate the UrthePipeline ground segment systems.

such purpose is attached hereto as Exhibit "A." The execution and delivery of the Purchase Agreement by Antarctica and Bidco, and the execution and delivery by the Antarctica DIP Lender (as defined below) of the AC DIP Loan (as defined below) shall be subject to Antarctica's satisfaction with the form of the SISP that is approved by the Court.

In addition, conditional upon obtaining approval of this letter of intent by the Board, the Monitor, and the Court, Antarctica, through one and/or one or more other special purpose entities ("Antarctica DIP Lender"), will agree to participate in an interim senior secured financing (the "AC DIP Loan") on the terms set forth in the term sheet attached hereto as Exhibit "B" (the "AC Interim Financing Term Sheet"). Subject to the terms and conditions set forth in the AC DIP Loan, the Antarctica DIP Lender will make available to UrtheCast up to CAD$3,548,000 to fund the Sellers' requirements in accordance with the Agreed Weekly Budgets (as defined in the AC Interim Financing Term Sheet, which will include (a) any amounts owing to 1262743 B.C. LTD. under a DIP Facilities Loan Agreement made between 1262743 B.C. LTD, UrtheCast and certain affiliates of UrtheCast, approved by the Court on October 2, 2020, and (b) UrtheCast's forecast operating cash requirements for the period from the Closing Date (as defined below) to January 15, 2021) and the Third DIP Order (as defined in the AC Interim Financing Term Sheet), each of which shall be in form and substance satisfactory to the Lender.

About Antarctica Capital

Antarctica Infrastructure Partners, LLC is an affiliate of Antarctica Capital, LLC (together with its affiliates, "Antarctica Capital"). Antarctica Capital is a global alternative investment manager with operations in the United States, United Kingdom, and India. Antarctica Capital is a SEC registered investment adviser with a primary focus upon real assets and has assets under management in excess of USD$2 billion. Antarctica Capital's objective is to offer its investors transaction opportunities that are either off-market or require a particular set of expertise and relationships not readily available to others. This approach often leads our team towards path-breaking investment strategies or overlooked companies and assets that can be enhanced through operational transformation or consolidation strategies. Antarctica Capital has integrated investment and operating teams that permits us to take an "owner/operator" approach to our investments. Antarctica Capital remains heavily involved and embedded in shaping the direction and transformation of portfolio companies and assets. Our holistic investment approach with its emphasis on instilling strong oversight, financial discipline, technology, operational consulting, capital structure, and optimization of management and the workforce, helps to maximize value through the investment lifecycle.

We believe that the Proposed Transaction will be in the best interests of the Sellers and their respective stakeholders, including their creditors, employees, suppliers and customers, as well as the Government of British Columbia and the Government of Canada. We also believe our proposal will provide an opportunity for the Acquired Business to continue as going concerns, while facilitating completion of UrtheCast's other restructuring efforts and offering the maximum recovery for the Sellers' creditors.

Overview of the Proposed Transaction

The terms and conditions set forth in this letter of intent, including the Exhibits attached hereto, are not intended to be comprehensive and if, in the course of Bidco's ongoing due diligence investigations or the parties' ongoing development of the proposed acquisition structure and related negotiations, Bidco or Sellers determine that additional or modified terms and conditions are necessary or advisable, then the parties reserve the right to address such matters, either by amending this letter of intent or by reflecting such additional or modified terms in any definitive purchase agreement (the "Purchase Agreement") that may be entered into between the parties in connection with the Proposed Transaction.

1. Terms of Proposed Transaction. Under our proposal, Bidco would purchase and acquire the Acquired Assets, and assume certain liabilities of Sellers, on the terms and subject to the conditions identified in the Acquisition Term Sheet, and as will be set out more particularly in the Purchase Agreement.

2. Sale Procedures. We understand that the Proposed Transaction will be subject to Sellers undertaking a competitive bid process which has been designed by UrtheCast and the Monitor to maximize value for Sellers and their stakeholders. Our proposal is conditional upon the Proposed Transaction being approved as the stalking horse bid for the Acquired Assets, on the terms and conditions set forth in the Acquisition Term Sheet, the SISP and the Amended and Restated Initial Order (as defined below).

3. Amended and Restated Initial Order. Our proposal is also contingent upon each of the Acquisition Term Sheet, the SISP and the AC Interim Financing Term Sheet being approved by the Court pursuant to a further modification to the initial order issued on September 4, 2020 by the Court in Vancouver Registry Action No. VLC-S-S208894, as modified by the amended and restated initial orders of the Court dated September 14, 2020, September 23, 2020 and October 2, 2020 (as modified to date and as contemplated to be modified pursuant to this letter of intent, the "Amended and Restated Initial Order"), and which Amended and Restated Initial Order shall otherwise be in form and substance acceptable to Bidco in its sole and absolute discretion.

4. Antarctica DIP Lender. In connection with the execution and delivery of this letter of intent, and subject to Antarctica DIP Lender being approved as an Interim Lender pursuant to the Amended and Restated Initial Order, Antarctica DIP Lender will enter into the AC Interim Financing Term Sheet.

5. Purchase Agreement. As soon as reasonably practical after execution of this letter of intent, the parties will commence negotiations of a definitive binding Purchase Agreement. The Purchase Agreement will be negotiated in good faith, will be subject to the mutual satisfaction of Bidco and Sellers and will contain terms and conditions consistent with those set forth in the Acquisition Term Sheet and other terms and conditions customary for transactions of this nature. Each party's obligations under this letter of intent are subject to its execution and delivery of a Purchase Agreement that is satisfactory to such party.

6. Public Announcements. None of UrtheCast, the other Sellers, Antarctica or Bidco shall make public announcements or public statements concerning the Proposed Transaction, unless such public announcement or public statement is jointly approved by all of UrtheCast, the other Sellers and Antarctica. In the event, however, that the parties are unable to agree on a public announcement or public statement at any time, and UrtheCast determines, after consultation with its legal counsel, that a public announcement or public statement is required by law at such time, then UrtheCast may issue such public statement or public announcement; provided that UrtheCast shall not identify Antarctica Capital in any public announcement or public statement without obtaining Antarctica Capital's prior written consent and UrtheCast gives the other parties advance notice of such public statement or public announcement, and an opportunity to provide comments, to the extent

practicable.

7. Designated Bidcos. Antarctica shall be entitled to designate one or more entities formed by Antarctica or its affiliates (including Bidco) to purchase specified assets (from among the Acquired Assets, as such term is defined below), to assume specified liabilities (from among the Assumed Liabilities, as such term is defined below), to perform any of the other covenants and agreements to be performed by Bidco under the Purchase Agreement and to have the rights and benefits of Bidco thereunder; provided, however, that Antarctica shall be a party to the Purchase Agreement and shall guarantee any and all obligations to the Sellers of such entities so designated by Antarctica.

8. Expense Reimbursement. The Purchase Agreement will provide that, subject to funds being available to UrtheCast under the AC DIP Loan, within three days of completion of the Proposed Transaction, UrtheCast will reimburse Antarctica for its out-of-pocket expenses (including the fees, disbursements and taxes of its professional advisors, McCarthy Tétrault LLP, Argosat Consulting LLC and KPMG LLP), not to exceed CAD$1.0 million in the aggregate incurred in connection with its due diligence investigations, structuring discussions and negotiations with UrtheCast and preparing this letter of intent, the AC DIP Loan and the Purchase Agreement.

9. Governing Law. This letter of intent, and any questions, claims, disputes, remedies or actions arising from or related to this letter of intent, and any relief or remedies sought by any party to this letter of intent, shall be governed exclusively by the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to the rules of conflict of laws applied therein or any other jurisdiction.

Other than paragraph **Error! Reference source not found.**, 8 and **Error! Reference source not found.**, which are binding on the parties, this letter of intent is not intended and does not create any binding legal obligation on the part of any of UrtheCast, Antarctica, or Sellers. This letter of intent is subject to the confidentiality agreement dated June 24, 2020 made between UrtheCast and SIGA II, LLC an affiliate of Antarctica, is not intended and does not create any binding legal obligation on the part of UrtheCast, Antarctica, or Sellers to enter into any Purchase Agreement. Entering into any binding Purchase Agreement remains subject to, among other things, Antarctica's satisfactory completion of its remaining due diligence investigations, finalizing the parties' structuring discussions, negotiation of mutually acceptable definitive terms of a Purchase Agreement, obtaining approvals by the boards of directors (or similar governance bodies) of each of Antarctica, UrtheCast and the other Sellers, and obtaining approval of the Monitor

*** [The next page is the signature page] ***

If you are in agreement with the foregoing, please execute a copy of this letter and return to me.

Yours truly,

ANTARCTICA INFRASTRUCTURE PARTNERS, LLC

By: ______________________________

Name:
Title:

The foregoing is Accepted and Agreed by each of the undersigned as of this _____ day of October, 2020:

URTHECAST CORP.

By: ______________________________

Name:
Title:

1185729 B.C. LTD.

By: ______________________________

Name:
Title:

1185781 B.C. LTD.

By: ______________________________

Name:
Title:

Exhibit "A"

Acquisition Term Sheet

This term sheet (the "Acquisition Term Sheet") sets forth a summary of certain terms for a proposed definitive "stalking horse" acquisition agreement (the "Purchase Agreement") to be entered into between Antarctica Infrastructure Partners, LLC ("Antarctica"), 1269336 B.C. Ltd. and/or one or more special purpose entities (in any case, "Bidco") to be formed by Antarctica and UrtheCast Corp. ("UrtheCast") and/or certain of UrtheCast's direct and indirect subsidiaries (together with UrtheCast, the "Sellers"), in connection with a filing in the British Columbia Supreme Court (the "Court") (as Vancouver Registry Action No. VLC-S-S208894) by the Sellers and certain of their affiliates (the "Applicants") under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA").

This Acquisition Term Sheet is not intended and does not create any binding legal obligation on the part of either Bidco or Sellers. No legal obligation to negotiate, enter into or consummate any transaction will exist, unless and until the Purchase Agreement has been entered into by the parties, which is subject to board approval by Bidco and Sellers, satisfactory completion of confirmatory due diligence, and negotiation of final documentation. The terms and conditions set forth in this Acquisition Term Sheet are not intended to be comprehensive and if, in the course of Bidco's due diligence review or development of the proposed acquisition structure, or in the course of negotiations, Bidco or Sellers determine that additional terms and conditions, or modification to the terms and conditions set out herein, are necessary, then the parties reserve the right to address such matters.

This Acquisition Term Sheet is attached as Exhibit "A" to a letter of intent between Antarctica and the Sellers (the "Letter of Intent"). Capitalized terms used but not otherwise defined in this Acquisition Term Sheet have the meaning given to those terms in the Letter of Intent.

Transaction Structure:	The Proposed Transaction would be structured as a sale of assets, which may include the acquisition of all of the outstanding shares in the capital of one or more of the Sellers or other direct or indirect subsidiaries of UrtheCast, and certain of the liabilities of the Sellers.
Acquired Assets:	At the closing of the Proposed Transaction (the "Closing"), Bidco will acquire all of the assets, contracts, intellectual property, inventory, software, books and records comprising the UrthePipeline product offering and all of the assets, contracts, intellectual property, inventory, software, books and records that are owned by the Sellers (or any of them) and that are reasonably necessary to design, finance, complete, launch, own and operate the UrtheDaily Constellation project (collectively, the "Acquired Assets"). The Acquired Assets will include, without limitation, the assets described in the attached Schedule "A" titled "Purchased Assets" and: (1) all of the equity interests of Sellers in: a. 1185729 B.C. Ltd. b. 1185781 B.C. Ltd. c. GEOSYS U.S. ULC

d. Geosys International Inc.
e. Geosys Brasil Ltd.
f. GEOSYS S.A.S.
g. GEOSYS Australia Pty.
h. GEOSYS Europe SARL

(collectively, the "Acquired Entities");

(2) all right, title and interest of UrtheCast and all of its affiliates in the Purchase and Sale Agreement dated November 6, 2018 (the "GEOSYS Purchase Agreement") made between Land O' Lakes, Inc. ("Land O'Lakes"), UrtheCast Corp. and 1185781 B.C. Ltd.;

(3) all right, title and interest of UrtheCast and all of its affiliates in each of the following agreements (collectively, the Subscription Agreements"):

a. UrtheDaily Constellation Subscription Purchase Agreement dated September 20, 2018 between Remote Sensing Inc. and UrtheCast;

b. UrtheDaily Constellation Subscription Purchase Agreement dated October 17, 2018 between TerraTech SAC and UrtheCast; and

c. Long Term License and Services Agreement dated January 14, 2019 between UrtheCast, Deimos Imaging SLU, GEOSYS SAS and Winfield Solutions, LLC;

(4) all equipment and tangible property of Sellers, including inventory, raw materials and work in process, to the extent they are directly related to, or required to complete and operate, the UrtheDaily Constellation and/or the UrthePipeline services segment;

(5) all contracts (other than disclaimed contracts) of Sellers, to the extent they are directly related to, or required to complete and operate, the UrtheDaily Constellation and/or the UrthePipeline services segment;

(6) all permits, licenses, leases, patents, trademarks held by Sellers, to the extent assignable, that are directly related to, or required to complete and operate, the UrtheDaily Constellation and/or the UrthePipeline;

(7) all rights, options, claims and causes of action, to the extent they are directly related to, or required to complete and operate, the UrtheDaily Constellation and/or the UrthePipeline; and

(8) all real property, fixtures and leases or other rights to the extent they are directly related to, or required to

	complete and operate, the UrtheDaily Constellation and/or the UrthePipeline.
Assumption of Liabilities:	The following liabilities, and only the following liabilities, will be assumed by Bidco at Closing: (1) Assumption of UrtheCast's obligations under the GEOSYS Purchase Agreement to pay approximately CAD$17.8 million[3] in respect of the final installment payable to Land O' Lakes thereunder of approximately CAD$2.7 million[4] of accrued past due expenses, provided that Bidco shall have received from Land O' Lakes satisfactory waiver of any and all prior defaults under the GEOSYS Purchase Agreement and assurances from Land O' Lakes that the completion of the Proposed Transaction will not affect completion of the transfer of IP rights thereunder; and (2) Assumption of approximately CAD$11.7 million[5] of SADI unsecured indebtedness, provided that Bidco shall have received satisfactory assurances from the government agencies under which the UrtheCast obtains low-interest loans that the completion of the Proposed Transaction will not affect the continued availability of future funding thereunder, as well as completion of the CAD$40,000,000 loan contemplated by the letter of May 15, 2020 from Innovation, Science and Economic Development Canada and that the related funding agreements remain in good standing at Closing.
Purchase Price:	In consideration for the Acquired Assets, Bidco will pay consideration having an aggregate value of CAD$69.3 million[6] (the "Purchase Price"), which will be comprised of the following components and payable as follows: (1) CAD$1,000,000 (the "Cash Purchase Price"), CAD$500,000 of which will be payable to the Monitor, in trust, as a deposit (the "Deposit")[7] upon the parties' execution and delivery of the Purchase Agreement and the remaining CAD$500,000 (the "Final

[3] Number to be updated prior to signing the Purchase Agreement.
[4] Number to be updated prior to signing the Purchase Agreement.
[5] Number to be updated prior to signing the Purchase Agreement.
[6] Number to be updated prior to signing the Purchase Agreement.
[7] Bidco shall have the option, in its sole discretion, to satisfy all or part of the Deposit by forgiving all or a portion (but in an equal amount) of any amount owing to the AC DIP Lender for advances made to UrtheCast under the AC DIP Loan prior to Bidco's execution and delivery of the Purchase Agreement.

	Payment") will be payable at closing of the Proposed Transaction (the "Closing");[8] (2) Assumption of UrtheCast's obligations to pay approximately CAD$20.5 million[9] in respect of the sum of the final installment payable to Land O' Lakes thereunder and the aggregate amount of UrtheCast's accrued past due expenses owing to Land O'Lakes, provided that Bidco shall have received from Land O' Lakes satisfactory waiver of any prior defaults under the GEOSYS Purchase Agreement and assurances from Land O' Lakes that the completion of the Proposed Transaction will not affect completion of the transfer of IP rights thereunder; (3) As consideration for the purchase of the Secured Debt (as defined below) Bidco will issue to UrtheCast, for the benefit of the Secured Lenders (as defined below), 35% of Bidco's non-voting equity as of the date of Closing (the "Closing Date"), which would be governed by a shareholders and/or limited partnership agreement (in any case, a "Shareholders Agreement"), providing for governance and minority approval rights, pre-emptive rights, mandatory dilution for any non-participation in the equity component of the project financing raised to develop and launch the Project (Antarctica to finance a material portion of the costs for completing the Project) and other customary provisions. If and to the extent that UrtheCast determines to distribute any Bidco equity to its securityholders, such distribution will be conditional upon each recipient signing a joinder to the Shareholders Agreement, in form satisfactory to Antarctica. For purposes of this letter agreement, "Secured Debt" means the approximately CAD$36.1 million[10] of principal and accrued and unpaid interest and all other amounts owing to Bolzano Investments Limited, Lunar Ventures Inc., SMF Investments Limited, Skidmore Group and each of Messrs. Don Osborne, Sai Chu, William Evans, James Topham, and Mark Piegza (collectively, the "Secured Lenders"). Prior to the parties' execution of the Purchase Agreement, certain of the Secured Lenders (being

[8] Bidco shall have the option, in its sole discretion, to satisfy all or part of the Final Payment by forgiving all or a portion (but in an equal amount) of any amount owing to the AC DIP Lender for advances made to UrtheCast under the AC DIP Loan prior to the Closing.
[9] Number to be updated prior to signing the Purchase Agreement.
[10] Number to be updated prior to signing the Purchase Agreement.

	Bolzano Investments Limited, Lunar Ventures Inc., SMF Investments Limited and all or most of Messrs. Don Osborne, Sai Chu, William Evans, James Topham and Mark Piegza) will enter into a Support Agreement with the Sellers, Antarctica and Bidco, confirming their support for the completion of the Proposed Transaction; and (4) Assumption of SADI indebtedness of approximately CAD$11.7 million[11], as described above under "Assumption of Liabilities."
Deposit:	The Deposit (if any)[12] shall be payable by Bidco or an affiliate thereof to the Monitor, in trust, upon the parties' execution and delivery of the Purchase Agreement. The Purchase Agreement will provide that: (a) if the Proposed Transaction closes, the Deposit and any accrued interest thereon shall be released by the Monitor at Closing and applied as partial satisfaction of the Cash Purchase Price; (b) if the Purchase Agreement is terminated by UrtheCast as a result of a material breach by Bidco or any of its affiliates that would prevent the satisfaction of the closing conditions in the Purchase Agreement prior to the Outside Date, and such material breach is not cured within five business days, the full amount of the Deposit together, with any accrued interest earned thereon, shall be released by the Monitor to the Sellers, to become the absolute property of the Sellers as liquidated damages (and not as a penalty) and as the Sellers' sole rights and remedy pursuant to the Purchase Agreement; and (c) if the Purchase Agreement is terminated for any other reason, the Deposit, together with any interest accrued thereon, shall be returned to Bidco.
Representations and Warranties:	Representations and warranties given by Sellers and Bidco will include fundamental representations and warranties (valid existence, due authorization, title to assets, validity of permits etc.), and, in the case of Sellers, the absence of a material adverse change with respect to the Acquired Businesses or a material breach or default under material contracts and operating representations and warranties that are customarily provided in a stalking horse bid purchase agreement for a company in CCAA and, in the case of Bidco, (i) the Proposed Transaction is on an "as is, where is" basis; (ii) it has had an opportunity to conduct any and all due diligence regarding the Acquired Assets and the Sellers prior to making its offer; (iii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its bid; and

[11] Number to be updated prior to signing the Purchase Agreement.
[12] See footnote #11.

	(iv) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Acquired Assets, or the Sellers or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by the Sellers.
Operation of the Business Prior to Closing:	Sellers will agree to customary operating covenants, including an agreement to continue operations in the normal course, *provided that* Sellers will not enter into, terminate, disclaim or materially amend any contract, terminate or fail to renew any license or hire or terminate any executive without obtaining Bidco's prior written consent. Sellers also agree to provide weekly operating updates as well as daily cash balances and working capital updates, including rolling monthly cash flow forecasts.
Employees:	No decisions relating to employees that are material to the business, including dealing with furloughed employees, unions and collective bargaining arrangements, and any changes to employee compensation arrangements (including changes approved by the Court as part of the CCAA process) shall be made without prior approval of Bidco, such approval not to be unreasonably withheld. Subject to the foregoing, Bidco anticipates that it will offer employment to certain employees of Sellers to be identified by Bidco, on terms and conditions of employment (or continued terms and conditions of employment) acceptable to Bidco.
Conditions to Closing:	The parties' obligations under the Purchase Agreement will be subject to the following conditions: (1) an Order shall be issued by the Court approving the Proposed Transaction pursuant to the SISP and shall have become a final Order; (2) a Sale Approval and Vesting Order shall be issued by the Court in form and substance satisfactory to Bidco, and shall have become a final Order; (3) receipt of all required third party consents and regulatory approvals to complete the transfer of the Acquired Assets to Bidco, including under applicable competition and foreign investment laws; (4) absence of laws or court orders prohibiting the transaction; (5) all indebtedness of all of the Acquired Entities will be extinguished on or prior to the Closing, other than any obligations expressly assumed by Bidco pursuant to

	the Purchase Agreement, to the satisfaction of Bidco, acting reasonably; and (6) certain key employees for the Project to be identified in the Purchase Agreement will have accepted offers of employment. The conditions to Bidco's obligation to consummate the Proposed Transaction would also include: (1) accuracy of Sellers' representations and warranties in all material respects; (2) absence of a Material Adverse Change with respect to the Acquired Business, measured from the date of the Purchase Agreement; (3) receipt of all consents and other approvals required to effect the Proposed Transaction (to the extent that the transfer of any contracts, licenses or permits are not effected through the CCAA process without consent separately being needed); and (4) receipt of all required permits and approvals to operate the business after the Closing, including the transfer and assignment of licenses, permits, etc. to Bidco. Notwithstanding any timeline established under the SISP, the Closing Date for the transactions contemplated by the Purchase Agreement shall be as soon as practicable after all of the conditions to closing have been satisfied or waived.
Termination Rights:	Each of the parties would be entitled to terminate the Purchase Agreement if: (1) the Closing Date does not occur on or before November 30, 2020 or, if the Closing has been delayed solely as a result of an auction involving the Acquired Business in accordance with the requirements of the SISP, December 18, 2020, or such other date as may be agreed between all of the parties to the Purchase Agreement (in any case, the "Outside Date"); (2) the Court, or other court or governmental authority, takes action to restrain, enjoin or otherwise prohibit the transfer of the Acquired Assets to Bidco which is not capable of appeal; (3) Bidco is not the successful bidder chosen as a result of the SISP; or (4) the Court does not approve the sale of the Acquired Assets to Bidco on the terms set out in the Purchase Agreement or approves an alternative transaction.
	Bidco would also be entitled to terminate the Purchase Agreement if:

	• Land O' Lakes or any of the Sellers terminates the GEOSYS Purchase Agreement or the Winfield Long Term License and Services Agreement; • UrtheCast, any of the Sellers or the Sellers' counterparties to the Subscription Agreements terminate any of the Subscription Agreements; • in the event that Antarctica DIP Lender enters into the AC Interim Financing Term Sheet, any unwaived or uncured event of default occurs under the AC Interim Financing Term Sheet; • the CCAA proceeding is terminated or a trustee in bankruptcy or receiver is appointed, and such trustee in bankruptcy or receiver refuses to proceed with the transactions contemplated by the Purchase Agreement; • Sellers breach the Purchase Agreement and fail to cure; or • either (a) the Sellers or their affiliates request or (b) the Court approves any amendments or modifications to the SISP that materially adversely affects the interests of the AC DIP Lender under the AC DIP Loan or of Bidco in respect of the Proposed Transaction
Break-Up Fee and Expense Reimbursement:	If the Purchase Agreement is terminated as a result of Bidco not being a successful bidder under the SISP, the Sellers shall pay Bidco a termination fee equal to 2% of the Purchase Price. If the Purchase Agreement is terminated (except for any termination by the Sellers following a material breach by Bidco) and either a Successful Bid (as defined in the SISP) or any other sale of assets or any plan in the CCAA proceeding is completed within six months of such termination (in any case, an "<u>Alternate Transaction</u>"), and such Alternate Transaction results in the Sellers or any of them, or their respective stakeholders, receiving any cash at closing of such Alternate Transaction: (1) UrtheCast shall promptly reimburse all reasonable third-party expenses incurred by Bidco after the signing of the Letter of Intent, if and to the extent related to the Purchase Agreement and the SISP, subject to a cap of $1.0 million; and (2) UrtheCast shall pay a Break-Up Fee in an amount equal to 3.0% of the aggregate value of the consideration to be received by the Applicants and their stakeholders pursuant to the Alternate Transaction, subject to a cap of $1.5 million, in each case, upon the closing of such Alternate Transaction.

Limitation of Liability:	If the Purchase Agreement is terminated for Bidco breach, Sellers' sole remedy will be liquidated damages in an amount equal to 10% of the Cash Purchase Price.
Not a Back-Up Bid:	Bidco's bid will not be deemed to be a "Back-Up Bid" and Bidco will not be required under any circumstances to be a Back-Up Bidder.
Governing Law:	British Columbia
Dispute Resolution:	Supreme Court of British Columbia

SCHEDULE "A"
PURCHASED ASSETS

[Note: Schedule subject to detailed review by UrtheCast]

UrthePipeline, UrthePlatform and Value-Added Services

All intellectual property, assets, and equipment associated with the *UrtheDaily* business, including but not limited to:

1. All software already developed or in development, including, without limitation:
    a. Raw downlinked optical and SAR Data processing services
    b. Optical satellite/sensor commissioning, image calibration and QA services
    c. Generic Satellite Imagery Improvement services for previously processed data
    d. Automated mosaic generation prototype services
    e. Next generation data platform prototype with cloud optimized formats
    f. Geospatial analytics prototypes, e.g., soil moisture maps, generic change detection
2. All products, trademarks and/or brands that constitute the UrthePipeline offering. This includes the UrthePlatform (patented API driven web-based EO satellite platform) and the Earth Data Store (ecosystem for data processing, discovery, and access: https://www.digitalsupercluster.ca/programs/data-commons/earth-data-store-2/).
3. All plans, specifications, documents, analyses and reports and all project management and engineering documentation related to the UrthePipeline, including:
    a. UrthePipeline Project Charter – Details on project scope, requirements, deliverables, schedule
    b. UrthePipeline Monthly Project Status Updates – Achievements, financial summary
    c. UrthePipeline Roadmap – Quarterly and yearly roadmaps
    d. UrthePipeline Software Engineering Processes – Engineering practices, processes and agile methodologies
    e. UrthePipeline Tasks and Work backlog – Work packages and activities for each team
    f. UrthePipeline Technical Notes (Design, Analysis, and Review) – e.g., Processing, Calibration, Architecture, Analytics
    g. UrthePipeline Satellite Test Data – E.g., Theia, Deimos-1, Deimos-2 raw data for testing
    h. UrthePipeline Requirements – Requirements to satisfy UrtheDaily Mission
    i. Marketing Materials – UrthePipeline brochures
    j. Proposals – Proposal responses to CSA, DRDC, customers, etc.
4. All intellectual property (including patents filed, approved or in process).
5. All supplier contracts (cloud compute or storage, network services, etc.) which includes AWS as the primary cloud provider and Microsoft as a research partner for free development use.
6. All automated operational services currently running, including CBERS-4 ortho improvement pipeline and the Deimos-1 raw data processing service which currently serve Geosys
7. All currently existing government contracts which includes the Canadian Space Agency, Digital Supercluster, LookNorth, and DRDC for the years 2020-2022

8. Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Bidco on terms and conditions of employment acceptable to Bidco

Geosys

All intellectual property (owned or licensed), assets (owned or mid-transaction with Land O'Lakes) and equipment *necessary for operating Geosys as either a standalone business unit or in support of UrtheDaily*, including but not limited to:

1. All software, firmware and hardware already developed or in development
2. All products, trademarks and/or brands that constitute the Geosys product and services offering .
3. All intellectual property (including patents filed, approved or in process) and intellectual property licenses (including Interim License from Land O'Lakes) and associated platforms and data archives
4. All legal entities as described in the Land O'Lakes Purchase Agreement
5. All supplier contracts, including, without limitation:
    a. Microsoft Azure – cloud storage and computing services
    b. ASE – cloud masking service
    c. Tavant – offshore development
    d. Deimos Imaging – imagery data
    e. Airbus – imagery data
    f. Iteris – weather data
    g. MeteoFrance – weather data
    h. Office leases – Maple Grove, MN (USA) and Balma, (France)
6. All customer contracts, MOUs, LOIs, sales pipeline, or other commercial agreements
7. Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Bidco on terms and conditions of employment acceptable to Bidco

UrtheDaily

All intellectual property, assets and equipment necessary for developing and operating the UrtheDaily constellation, including but not limited to:

1. All software, firmware and hardware already developed or in development
2. All products, trademarks and/or brands that constitute the UrtheDaily offering
3. All technical documentation associated with the UrtheDaily program. This includes technical reports describing the UrtheDaily design, technology and the Concept of Operations, Technical Specifications for elements of the system, Analyses Reports, and Analyses Source Files (e.g., spreadsheets) providing technical budgets and performing specific analyses, including:
    a. MRD – Mission Requirements Document
    b. Conops – Mission concept of operations
    c. SRS – System requirements specification
    d. Space Segment RS – Space segment requirements specification
    e. Calibration RS – Camera calibration requirements specification
    f. GS Spec – Ground Segment system requirements specification
    g. Launch Vehicle IRD – Launch Vehicle Interface Requirements Document, between spacecraft and Launch vehicle

   h. FOS RS – Flight Operation System Requirements Specification
   i. Space Segment Description – Space Segment Technical Description
   j. EM Camera Test Description – Description of the EM UrtheDaily Camera that was built and the tests undertaken
   k. Spreadsheets – Coverage Gap Calculator, Onboard Data Rates, Propellant & Delta-V Calculations, Pointing Control impact on MTF
   l. Analyses Reports – EDS Mission Analysis Report
   m. Informal Technical Notes – CMOSIS CMV Detector family space mission history
   n. Vendor Data – SSTL UrtheDaily Technical Presentation, CMV12000 detector datasheet, GSN Service Provider Proposals
4. All Project Management related documentation related to the UrtheDaily Program that includes plans, schedules and Statements of Work for suppliers that are developing elements of the UrtheDaily system, including:
   a. PMP – Project management plan
   b. SEMP – System engineering management plan
   c. WBS – Work Breakdown Structure
   d. WPDs – Work package descriptions
   e. Master Schedule – Mission master schedule including detailed schedule for Space segment and major activities for WBS
   f. PBS – Product breakdown structure, preliminary
   g. Risk Register – Mission risk register
   h. Charter – UrtheDaily Program Charter
   i. SS SOW – UrtheDaily Space Segment Statement of Work
   j. LV SOW – UrtheDaily Launch Vehicle Statement of Work
   k. GSN RFP – RFP for GSN services which includes key GSN requirements & SOW
5. All supplier proposals and contracts. This includes the SSTL subcontract for the Satellites, Launch Vehicle Subcontract, L1 Calibration Services Contract, Ground Station Network Service (GSN) Contract, Flight Operations System ground segment hardware and AWS Cloud Compute, cloud compute, storage and network services contract.
6. All customer Service Level Agreement (i.e., FPP contracts), MOUs and LOIs, backlog, sales pipeline, or other agreements
7. Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Bidco or an affiliate on terms and conditions of employment acceptable to Bidco

Exhibit "A"

FORM OF SISP

Exhibit "A"

Sale and Investment Solicitation Process Outline

Introduction

On September 4, 2020, UrtheCast Corp., UrtheCast International Corp., UrtheCast USA Inc., 1185729 B.C. Ltd. and the other petitioner parties set out on Schedule A (collectively, the "**Petitioners**" or "**UrtheCast Group**") to the initial order (the "**Initial Order**") granted by the Supreme Court of British Columbia (the "**Court**"), obtained relief under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") from the Court that, among other things, commenced the CCAA proceedings (the "**CCAA Proceedings**"), granted an initial stay of proceedings in respect of the Petitioners (the "**Stay**") and appointed Ernst & Young Inc., as monitor (the "**Monitor**").

On September 14, 2020, the Petitioners obtained an amended and restated version of the Initial Order from the Court (the "**Amended and Restated Initial Order**") that, among other things, extended the Stay to October 2, 2020, authorized a limited sales and investment solicitation process for certain camera equipment owned by the Petitioners and authorized an interim debtor-in-possession financing facility from 1262743 B.C. Ltd. (the "**Existing DIP Lender**") providing for borrowings of up to US$1,000,000 (the "**Existing DIP**") and the grant of a priority charge (the "**Existing DIP Lender's Charge")** to the Existing DIP Lender as security for borrowings under the Existing DIP.

On September 21, 2020, the Petitioners obtained a further amended and restated version of the Initial Order from the Court (the "**Second Amended and Restated Initial Order**") that, among other things, authorized an additional interim debtor-in-possession financing from HCP-FVL, LLC, an affiliate of Hale Capital Partners L.P. (the "**Second DIP Lender**") providing for borrowings of up to US $5,000,000 (the "**Second DIP**") pursuant to the DIP Facilities Loan Agreement dated as of September 21, 2020 (the "**Second DIP Agreement**").

On October 2, 2020, the Petitioners obtained an order of the Court (the "**Stay Extension Order**") that, among other things extended the Stay to December 18, 2020.

On October 16, 2020, the Petitioners obtained an order from the Court that amongst other things:

(a) authorized the Petitioners to pursue all avenues of refinancing or sale of its business or property, in whole or part, subject to prior approval of the Court before any material refinancing or sale is concluded;

(b) approved the Sale and Investment Solicitation Process set forth herein (the "**SISP**");

(c) approved an additional interim debtor-in-possession financing facility from an affiliate of Antarctica Infrastructure Partners, LLC (the "**AC DIP Lender**"), providing for borrowings of up to CAD $3,548,000 (the "**Stalking Horse DIP**") and the grant of a priority charge (the "**AC DIP Lender's Charge")** to the AC DIP Lender as security for borrowings under the Stalking Horse DIP, ranking in priority to the Existing DIP Lender's Charge;

(d) approved and accepted for the purpose of conducting a "stalking horse" solicitation in accordance with the SISP procedures set out in this this document (the "**SISP Process**

Outline") that certain letter agreement dated October 13, 2020 between the Petitioners and the Stalking Horse Bidder, providing for a potential sale (the "**Stalking Horse Bid**") of the Applicants' UrtheDaily Constellation project and UrthePipeline business (together, the "**Designated Assets**") to 1269336 B.C. Ltd. the Stalking Horse Bidder or a designated affiliate, including the payment of an expense reimbursement (the "**Expense Reimbursement**") by the Petitioners to the Stalking Horse Bidder as contemplated by the Stalking Horse Bid; and

(e) approved the procedures set forth in this SISP Process Outline.

To facilitate an efficient and thorough SISP in the face of UrtheCast's acute liquidity challenges, the Petitioners have:

(a) created a form of non-disclosure agreement ("**NDA**") and established a confidential online data site to facilitate due diligence investigations by Qualified Bidders (defined below) who enter into a NDA with UrtheCast Corp.; and

(b) finalized a list of potential bidders, including (i) parties that have approached the Petitioners or the Monitor indicating an interest in the Opportunity (defined below), (ii) domestic and international strategic and financial parties who UrtheCast Group in consultation with the Monitor, believe could be interested in purchasing all or part of the assets or investing in UrtheCast Group pursuant to the SISP (including, without limitation, any parties with whom were in contact prior to the Initial Order as part of UrtheCast Group's strategic review process) and (iii) any other parties reasonably suggested by a stakeholder as a potential bidder who may be interested in the Opportunity (collectively, "**Known Potential Bidders**").

Opportunity

1. The SISP is intended to solicit interest in and opportunities for a sale of or investment in all or part of the assets, property, business operations and undertaking (the "**Opportunity**") of the Petitioners and their subsidiaries (collectively, the "**UrtheCast Group**"). The Opportunity may include one or more of a recapitalization, arrangement or other form of investment in or reorganization of the business and affairs of the UrtheCast Group as a going concern or a sale of all, substantially all or one or more components of UrtheCast Group's assets, including without limitation, the sale of the shares of one or more of the corporations comprising the UrtheCast Group and its business operations (the "**Assets**") as a going concern or otherwise.

2. Except to the extent otherwise set forth in a definitive sale or investment agreement with a successful bidder, any sale of the Assets or investment in UrtheCast Group will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by any member of the UrtheCast Group, the Monitor or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of UrtheCast Group in and to the Assets to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.

Timeline

3. The following table sets out the key milestones under the SISP:

Milestone	Deadline
Teaser Letter sent to potential Known Potential Bidders	As soon as practicable and, in any case, not later than October 16, 2020
Phase 1 Bid Deadline	November 6, 2020
Phase 2 Bid Deadline	To be specified in Phase 2 Bid Process Letter, but in any case not later than November 18, 2020
Auction (if required)	November 23, 2020

4. In recognition that certain of the UrtheCast Group Assets, including but not limited to the synthetic aperture radar ("**SAR**") and Deimos assets, have already been subject to extensive marketing, UrtheCast Group may, with the consent of the Monitor and in consultation with affected stakeholders, shorten any of the deadlines specified above.

Solicitation of Interest: Notice of the SISP

5. The SISP will include a notification process and up to two phases of activity for qualified interested bidders ("**Phase 1**" and "**Phase 2**", respectively). As soon as reasonably practicable, but in any event by no later than October 16, 2020:

   (a) UrtheCast Group will cause a notice of the SISP (and such other relevant information which UrtheCast Group, in consultation with the Monitor, considers appropriate) (the "**Notice**") to be published in such publications as UrtheCast Group in consultation with the Monitor, consider appropriate, if any; and

   (b) UrtheCast Group will issue a press release setting out the information contained in the Notice and such other relevant information which UrtheCast Group considers appropriate for dissemination in Canada and major financial centres in the United States.

Stalking Horse Protections

6. Unless and until the Stalking Horse Bid has been completed or terminated by one of the parties in accordance with its terms, or amended to provide expressly to the contrary, the Stalking Horse Bidder will be afforded complete and timely access to (a) all confidential information regarding the Opportunity that is shared with any Potential Bidder (defined below), (b) the Bid Process Letter (defined below), and (c)a bi-weekly status update from the Monitor regarding the status of the SISP generally, including an update on whether there are any Qualified Bidders (defined below), Qualified Bids (defined below) received from Phase 2 Qualified Bidders (defined below), Competing Bids (defined below) and/or Compliant Competing Bid (as defined below), however this update will not provide the Stalking Horse Bidder any confidential information about these bidders or the terms of their bids if they include, in whole or in part, the Designated Assets (defined below) unless

and until a Successful Bidder (defined below) is determined for the Designated Assets and the SISP is proceeding to the Auction (defined below). For certainty, nothing is this SISP Process Outline is intended to derogate from any contractual rights of the Stalking Horse Bidder in the Stalking Horse Bid (including in any definitive agreement that may be entered into in respect of the Stalking Horse Bid), including the Stalking Horse Bidder's right to participate in the Auction SISP process, to be paid a break fee and to have certain of its expenses reimbursed.

PHASE 1: NON-BINDING LOIs

__Phase 1 Qualified Bidders__

7. Any Known Potential Bidder or other third party who contacts any of the Petitioners or Monitor to express interest in participating in the SISP (each, a "**Potential Bidder**") must provide an executed NDA to the Monitor and provide a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.

8. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "**Phase 1 Qualified Bidder**" only if UrtheCast Group in its reasonable business judgment and in consultation with the Monitor, determines that such Potential Bidder is likely, based on the availability of financing, experience and other considerations, to be able to timely consummate a sale or investment pursuant to the SISP.

9. For certainty, the Stalking Horse Bidder will be deemed a Phase 1 Qualified Bidder for the purposes of the SISP and, unless terminated by the Stalking Horse Bidder or UrtheCast Corp. in accordance with its terms, the Stalking Horse Bid will be deemed a Qualified LOI and the Stalking Horse Bidder will not be required to submit any other bid during Phase 1 of the SISP.

10. At any time during Phase 1 of the SISP, UrtheCast Group may, in their reasonable business judgment and after consultation with and the consent of the Monitor, eliminate a Phase 1 Qualified Bidder (other than the Stalking Horse Bidder) from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a "Phase 1 Qualified Bidder" for the purposes of the SISP.

11. UrtheCast Group, in consultation with the Monitor, reserves the right to limit any Phase 1 Qualified Bidder's (other than the Stalking Horse Bidder's) access to any confidential information (including any information in the data room). and to customers and suppliers of UrtheCast Group, where, in UrtheCast Group's opinion after consultation with the Monitor, such access could negatively impact the SISP, the ability to maintain the confidentiality of the confidential information, the UrtheCast Group or the Assets.

12. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information of the UrtheCast Group and the Assets in connection with their participation in the SISP and any transaction they enter into with UrtheCast Group.

__Non-Binding Letters of Intent from Qualified Bidders__

13. A Phase 1 Qualified Bidder (other than the Stalking Horse Bidder) that wishes to pursue the Opportunity further must deliver a non-binding letter of intent (an "**LOI**") to the Monitor

and UrtheCast Group at the addresses specified in Schedule "1" attached hereto (including by email or fax transmission), so as to be received by them not later than 5:00 PM (Pacific Time) on or before November 6, 2020, or such other date as the Monitor may advise in accordance with paragraph 4(the "**Phase 1 Bid Deadline**").

14. Subject to paragraph 13, an LOI so submitted will be considered a qualified LOI (a "**Qualified LOI**") only if:

    (a) it is submitted on or before the Phase 1 Bid Deadline by a Phase 1 Qualified Bidder;

    (b) it contains an indication of whether the Phase 1 Qualified Bidder is proposing:

        (i) to acquire all, substantially all or a portion of the Assets (a "**Sale Proposal**"), or

        (ii) a recapitalization, arrangement or other form of investment in or reorganization of the UrtheCast Group (an "**Investment Proposal**");

    (c) in the case of a Sale Proposal (other than the Stalking Horse Bid), it identifies or contains the following:

        (i) the purchase price or price range in Canadian dollars, including details of any liabilities to be assumed by the Phase 1 Qualified Bidder and key assumptions supporting the valuation;

        (ii) a description of the Assets that is expected to be subject to the transaction and any of the Assets expected to be excluded;

        (iii) a description of the Phase 1 Qualified Bidder's proposed treatment of material agreements and employees (for example, anticipated employment offers);

        (iv) a specific indication of the financial capability of the Phase 1 Qualified Bidder and the expected structure and financing of the transaction (including, but not limited to, the sources of financing to fund the acquisition, preliminary evidence of the availability of such financing or such other form of financial disclosure and credit-quality support or enhancement that will allow UrtheCast Group and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction and to perform all obligations to be assumed in such transaction; and the steps necessary and associated timing to obtain financing and any related contingencies, as applicable);

        (v) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;

(vi) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;

(vii) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any form of agreement required from a government body, stakeholder or other third party ("**Third Party Agreement**") and an outline of the principal terms thereof; and

(viii) any other terms or conditions of the Sale Proposal that the Phase 1 Qualified Bidder believes are material to the transaction;

(d) in the case of an Investment Proposal, it identifies the following:

(i) a description of how the Phase 1 Qualified Bidder proposes to structure the proposed investment;

(ii) the aggregate amount of the equity and/or debt investment to be made in the UrtheCast Group in Canadian dollars;

(iii) key assumptions supporting the Phase 1 Qualified Bidders' valuation;

(iv) a description of the Phase 1 Qualified Bidder's proposed treatment of any liabilities, material contracts and employees;

(v) the underlying assumptions regarding the pro forma capital structure (including the form and amount of anticipated equity and/or debt levels, debt service fees, interest or dividend rates, amortization, voting rights or other protective provisions (as applicable), redemption, prepayment or repayment attributes and any other material attributes of the investment);

(vi) a specific indication of the sources of capital for the Phase 1 Qualified Bidder and the structure and financing of the transaction (including, but not limited to, the sources of capital to fund the investment, preliminary evidence of the availability of such capital or such other form of financial disclosure and credit-quality support or enhancement that will allow UrtheCast Group and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction, steps necessary and associated timing to obtain such capital and any related contingencies, as applicable, and a sources and uses analysis);

(vii) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;

(viii) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;

(ix) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any Third Party Agreement required and an outline of the principal terms thereof; and

(x) any other terms or conditions of the Investment Proposal which the Phase 1 Qualified Bidder believes are material to the transaction;

(e) in the case of

(i) a Sale Proposal for Assets that include any of the Designated Assets, or

(ii) an Investment Proposal that contemplates taking any security interest in any of the Designated Assets or that could reasonably be expected to take longer to complete than the sale of the Designated Assets to the Stalking Horse Bidder pursuant to the Stalking Horse Bid (any Sale Proposal or Investment Proposal referred to in this subsection (e) being referred to as a "**Conflicting Bid**"),

such Conflicting Bid provides for payment of the expense reimbursement and break fee (it being understood and agreed that only the Stalking Horse Bidder will be entitled to any bid protections including expense reimbursement and a break fee) and provides that, at a minimum and on closing of the Conflicting Bid, cash proceeds will be paid in an amount which is at least equal to the sum of: (A) the amount of cash payable under the Stalking Horse Bid, (B) the amount of obligations being credit bid and debt assumed (exclusive of cure costs) in the Stalking Horse Bid, (C) the amount of the Expense Reimbursement, (D) the amount of any break fee payable under the Stalking Horse Bidder, (E) the principal and any accrued and unpaid interest owing under the Stalking Horse Bid DIP and the Existing DIP, plus (F) a minimum overbid amount of CAD $250,000 (the sum of such amounts in clauses (A) through (F) of this paragraph 14(e) being referred to as the "**Minimum Purchase Price**") and provides that, upon closing of the Conflicting Bid, the Stalking Horse DIP will be repaid in full and all amounts owing to the Stalking Horse Bidder (including the Stalking Horse's reimbursable expenses and break fee) will be paid at closing (a Conflicting Bid that satisfies the Minimum Purchase Price and other requirements of this clause being referred to as a "**Compliant Conflicting Bid**"); and

(f) in the case of either a Sale Proposal or an Investment Proposal, it contains such other information as reasonably requested by UrtheCast Group in consultation with the Monitor.

15. For the avoidance of doubt, the completion of any Sale Proposal or Investment Proposal shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived.

Preliminary Assessment of Phase 1 Bids and Subsequent Process

16. Following the Phase 1 Bid Deadline, UrtheCast Group, in consultation with the Monitor, will assess the Qualified LOIs. If it is determined by UrtheCast Group in consultation with the Monitor, that a Phase 1 Qualified Bidder that has submitted a Qualified LOI: (i) has a

bona fide interest in completing a Sale Proposal or Investment Proposal (as the case may be); and (ii) has the financial capability (based on availability of financing, experience and other considerations) to consummate such a transaction based on the financial information provided, then such Phase 1 Qualified Bidder will be deemed a "**Phase 2 Qualified Bidder**", provided that UrtheCast Group may, in their reasonable business judgment and after consultation with and with the approval of the Monitor, limit the number of Phase 2 Qualified Bidders (and thereby eliminate some bidders from the process) taking into account the factors identified in paragraph 18 below and any material adverse impact on the operations and performance of UrtheCast Group. Only Phase 2 Qualified Bidders shall be permitted to proceed to Phase 2 of the SISP.

17. For certainty, the Stalking Horse Bidder will be deemed a Phase 2 Qualified Bidder for the purposes of the SISP and, unless terminated by the Stalking Horse Bidder or UrtheCast Corp. in accordance with its terms, the Stalking Horse Bid will be deemed a Qualified Bid and the Stalking Horse Bidder will not be required to submit any other bid during Phase 2 of the SISP.

18. As part of the assessment of Qualified LOIs and the determination of the process subsequent thereto, UrtheCast Group, in consultation with the Monitor and with the approval of the Monitor, shall determine the process and timing to be followed in pursuing Qualified LOIs based on such factors and circumstances as they consider appropriate in the circumstances including, but not limited to: (i) the number of Qualified LOIs received, (ii) the extent to which the Qualified LOIs relate to the same Assets or involve Investment Proposals predicated on certain Assets, (iii) the scope of the Assets to which any Qualified LOIs may relate, and (iv) whether to proceed by way of sealed bid or auction (with or without a stalking horse bidder) with respect to some or all of the Assets (other than the Designated Assets). With respect to the Designated Assets, an auction shall be held in accordance with the auction process set out below (the "Auction") where UrtheCast Group in consultation with the Monitor, determines that one or more, or a combination thereof, of the Qualified Bids constitutes a Superior Bid (as defined below).

19. Upon the determination by UrtheCast Group, in consultation with the Monitor and with the approval of the Monitor, of the manner in which to proceed to Phase 2 of the SISP, UrtheCast Group, in consultation with and with the approval of the Monitor, will prepare a bid process letter for Phase 2 (the "**Bid Process Letter**"), and the Bid Process Letter will be (i) sent by the Monitor to all Phase 2 Qualified Bidders, and (ii) posted by the Monitor on the website the Monitor maintains in respect of this CCAA proceeding.

20. Notwithstanding the process and deadlines outlined above with respect to Phase 1 of the SISP and the process to supplement Phase 2 by way of the Bid Process Letter:

    (a) UrtheCast Group may, at any time bring a motion to seek approval of a stalking horse agreement in respect of some or all of the assets (excluding the Designated Assets) or the UrtheCast Group and related bid procedures in respect of such Assets or to establish further or other procedures for Phase 2; and

    (b) If no Compliant Conflicting Bid is received by UrtheCast Group on or before the Phase 1 Bid Deadline, the Petitioners will promptly bring an application seeking the granting of an order by the Court authorizing the Petitioners to proceed with the sale of the Designated Assets to the Stalking Horse Bidder in accordance with the terms and subject conditions of the Stalking Horse Bid.

PHASE 2: FORMAL OFFERS AND SELECTION OF SUCCESSFUL BIDDER

21. Paragraphs 22 to 32 below and the conduct of Phase 2 are subject to paragraphs 18, 19, and 20 and any adjustments made to Phase 2 in accordance with the Bid Process Letter and any further Court order regarding the SISP.

Due Diligence

22. UrtheCast Group in consultation with the Monitor, shall in their reasonable business judgment and subject to competitive and other business considerations, afford each Phase 2 Qualified Bidder (which shall be deemed to include the Stalking Horse Bidder, if the Stalking Horse Bid has not been completed in accordance with paragraph 20(b) or terminated by one of the parties in accordance with its terms) such access to due diligence materials and information relating to the Assets and UrtheCast Group as they deem appropriate. Due diligence access may include management presentations, on-site inspections, and other matters which a Phase 2 Qualified Bidder may reasonably request and as to which UrtheCast Group in their reasonable business judgment and after consulting with the Monitor, may agree. The UrtheCast Group will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Phase 2 Qualified Bidders and the manner in which such requests must be communicated. Neither the UrtheCast Group nor the Monitor will be obligated to furnish any information relating to the Assets or UrtheCast Group to any person other than to Phase 2 Qualified Bidders. Further and for the avoidance of doubt, selected due diligence materials may be withheld from certain Phase 2 Qualified Bidders if UrtheCast Group in consultation with the Monitor, determine such information to represent proprietary or sensitive competitive information.

Formal Binding Offers

23. Phase 2 Qualified Bidders (other than the Stalking Horse Bidder, which will be deemed to have satisfied this paragraph 23 by delivering a definitive agreement of purchase and sale to effectuate the transactions contemplated by the Stalking Horse Bid, as the same may be amended by the parties thereto) that wish to make a formal offer to purchase or make an investment in UrtheCast Group or its Assets shall submit a binding offer that complies with all of the following requirements prior to the date set out the Bid Process Letter (the "**Phase 2 Bid Deadline**"):

    (a) the bid shall comply with all of the requirements set forth in respect of Phase 1 Qualified LOIs, including without limitation paragraph 14(e);

    (b) the bid (either individually or in combination with other bids that make up one bid) is an offer to purchase or make an investment in some or all of the Assets or UrtheCast Group and is consistent with any necessary terms and conditions communicated to Phase 2 Qualified Bidders;

    (c) the bid includes a letter stating that the Phase 2 Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder (as defined below), provided that if such Phase 2 Qualified Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;

(d) the bid includes duly authorized and executed transaction agreements, including the purchase price, investment amount and any other key economic terms expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, all applicable ancillary agreements with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements), and proposed order to approve the sale by the Court;

(e) the bid includes written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow UrtheCast Group and the Monitor to make a determination as to the Phase 2 Qualified Bidder's financial and other capabilities to consummate the proposed transaction;

(f) the bid is not conditioned on (i) the outcome of unperformed due diligence by the Phase 2 Qualified Bidder, apart from, to the extent applicable, to the disclosure of due diligence materials that represent proprietary or sensitive competitive information which was withheld in Phase 2 from the Phase 2 Qualified Bidder and/or (ii) obtaining financing;

(g) the bid fully discloses the identity of each entity that will be entering into the transaction or the financing (including through the issuance of debt in connection with such bid), or that is participating or benefiting from such bid, and such disclosure shall include, without limitation: (i) in the case of a Phase 2 Qualified Bidder formed for the purposes of entering into the proposed transaction, the identity of each of the actual or proposed direct or indirect equity holders of such Phase 2 Qualified Bidder and the terms and participation percentage of such equity holder's interest in such bid; and (ii) the identity of each entity that has or will receive a benefit from such bid from or through the Phase 2 Qualified Bidder or any of its equity holders and the terms of such benefit;

(h) the bid includes a commitment by the Phase 2 Qualified Bidder to provide a non-refundable deposit in the amount of not less than 10% of the purchase price offered upon the Phase 2 Qualified Bidder being selected as the Successful Bidder and in any event, prior to service of the materials for the Sale Approval Motion (as defined below);

(i) the bid includes acknowledgements and representations of the Phase 2 Qualified Bidder that: (i) the transaction is on an "as is, where is" basis; (ii) it has had an opportunity to conduct any and all due diligence regarding the Assets and UrtheCast Group prior to making its offer (apart from, to the extent applicable, the disclosure of due diligence materials that represent proprietary or sensitive competitive information which were withheld in Phase 2 from the Phase 2 Qualified Bidder); (iii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; and (iv) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets, or UrtheCast Group or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by UrtheCast Group;

(j) the bid includes evidence, in form and substance reasonably satisfactory to UrtheCast Group, in consultation with the Monitor, of authorization and approval from the Phase 2 Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction agreement(s) submitted by the Phase 2 Qualified Bidder;

(k) the bid contains other information required by UrtheCast Group or the Monitor including, without limitation, such additional information as may be required in the event Phase 2 is supplemented in accordance with paragraph 19 to contemplate that an auction of certain Assets be conducted; and

(l) the bid is received by the Phase 2 Bid Deadline.

24. Following the Phase 2 Bid Deadline, UrtheCast Group in consultation with the Monitor, will assess the Phase 2 bids received. UrtheCast Group, in consultation with the Monitor, will designate the most competitive bids that comply with the foregoing requirements to be "**Qualified Bids**". No Phase 2 bids received shall be deemed not to be Qualified Bids unless the Monitor so approves. Only Phase 2 Qualified Bidders whose bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s).

25. The Monitor shall notify each Phase 2 Qualified Bidder in writing as to whether its bid constituted a Qualified Bid within three (3) business days of the Phase 2 Bid Deadline, or at such later time as UrtheCast Group in consultation with the Monitor, deem appropriate.

26. UrtheCast Group may, in consultation with the Monitor, aggregate separate bids from unaffiliated Phase 2 Qualified Bidders (if, and only if, such aggregation is reasonably practicable to effect a transaction without overlap) to create one "Qualified Bid".

Evaluation of Competing Bids

27. A Qualified Bid will be evaluated based upon several factors, including, without limitation, items such as the Purchase Price and the net value provided by such bid, the claims likely to be created by such bid in relation to other bids, the identity, circumstances and ability of the Phase 2 Qualified Bidder to successfully complete such transactions, the proposed transaction documents, the effects of the bid on the stakeholders of UrtheCast Group, factors affecting the speed, certainty and value of the transaction (including any regulatory approvals or third party contractual arrangements required to close the transactions), the Assets included or excluded from the bid, any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by UrtheCast Group and the Monitor.

28. A Qualified Bid will be deemed a Superior Bid where a credible, unconditional and financially viable third party offer, or combination of offers for (A) the acquisition of all, substantially all or certain of the Designated Assets; or (B) an investment, restructuring, recapitalization, refinancing or other reorganization of the UrtheCast Group, the terms of which offer are no less favourable and no more burdensome or conditional than the terms contained in the Stalking Horse Asset Purchase Agreement, and which at a minimum, alone, or in a combination with other offers, includes:

(a) a payment in cash in excess of CAD $250,000 of the aggregate of the total consideration payable pursuant to the Stalking Horse APA, being CAD $69.3 million;

(b) a payment in cash in the amount necessary to fully pay the Stalking Horse bidder's break fee and expense reimbursement together with any CCAA priority amounts owing, including any interim financing obligations as at the closing of such transaction; and

(c) a payment in cash of all priority charges and an assumption of liabilities to satisfy and payment of all cure costs required to the closing of such transaction.

Selection of Successful Bid

29. UrtheCast Group, in consultation with the Monitor, (a) will review and evaluate each Qualified Bid, provided that each Qualified Bid may be negotiated between UrtheCast Group, in consultation with the Monitor, and the applicable Phase 2 Qualified Bidder, and may be amended, modified or varied to improve such Phase 2 Qualified Bid as a result of such negotiations, and (b) identify the highest or otherwise best bid (the "**Successful Bid**"), and the Phase 2 Qualified Bidder making such Successful Bid, the "**Successful Bidder**") for any particular Assets or UrtheCast Group, in whole or part. UrtheCast's determination of any Successful Bid, with the assistance of the Monitor, shall be subject to approval by the Court and in the case of the Designated Assets, where the Successful Bid constitutes a Superior Bid, the UrtheCast Group will proceed to an auction (the "Auction").

30. For certainty, notwithstanding the process and deadlines outlined above with respect to Phase 2 of the SISP, if no binding offer for a Compliant Conflicting Bid is received by UrtheCast Group during Phase 2 on or before the Phase 2 Bid Deadline, then the Petitioners will promptly bring an application seeking the granting of an order by the Court authorizing the Petitioners to proceed with the sale of the Designated Assets to the Stalking Horse Bidder in accordance with the terms and subject conditions of the Stalking Horse Bid. UrtheCast Group shall have no obligation to enter into a Successful Bid (excluding the Stalking Horse Bid, if applicable), and it reserves the right, after consultation with the Monitor to reject any or all Phase 2 Qualified Bids.

Auction

31. The Auction shall run in accordance with the following procedures, which may be modified by the UrtheCast Group in its discretion, after consultation with the Monitor:

(a) prior to the Auction Monitor shall have identified the Superior Offer and all bidding at the Auction shall be irrevocably made on the terms of the Superior Offer, except for price/investment amount and certain other identified business terms;

(b) the Monitor will provide to all Qualified Bidders the material terms and conditions of the Superior Offer (the "**Starting Bid**") and each Qualified Bidder must inform the UrtheCast Group whether it intends to participate in the Auction (the parties who so inform the UrtheCast Group, that they intend to participate are the "**Auction Bidders**");

(c) Only representatives of the Auction Bidders, the UrtheCast Group, the Monitor, the DIP Lenders and such other persons permitted by the UrtheCast Group and the Monitor (and the advisors to each of the foregoing) are entitled to attend the Auction;

(d) At the commencement of the Auction, each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder to detrimentally affect the price for any sale;

(e) Only the Auction Bidders will be entitled to make any Subsequent Bids (as defined herein);

(f) All Subsequent Bids presented during the auction shall be made and received in one room on an open basis. All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction and that all material terms of each Subsequent Bid will be fully disclosed to all other Auction Bidders throughout the entire Auction;

(g) All Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present in person at the Auction;

(h) The UrtheCast Group, after consultation with the Monitor, may employ and announce at the auction additional procedural rules that are reasonable under the circumstances, (e.g. the amount of time allotted to make Subsequent Bids, requirement to bid in each round, and the ability of multiple Auction Bidders to combine to present a single bid) for conducting the auction, provided that such rules are (i) not inconsistent with any applicable law, and (ii) disclosed to each Auction Bidder at the auction;

(i) Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (a "**Subsequent Bid**") that the UrtheCast Group determines, after consultation with the Monitor, is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined herein); in each case by at least the Minimum Incremental Overbid. Each bid at the auction shall provide net value to the UrtheCast Group of at least CAD $100,000 (the "**Minimum Incremental Overbid**") over the Starting Bid or the Leading Bid (as defined herein), as the case may be; provided however that the UrtheCast Group, after consultation with the Monitor, shall retain the right to modify the incremental requirements at the Auction and provided further that the UrtheCast Group, in determining the net value of an incremental bid, shall not be limited to evaluating the incremental dollar value of such bid and may consider other factors. After each Subsequent Bid, the UrtheCast Group shall, after consultation with the Monitor, announce whether such bid (including the value and material terms thereof) is higher or otherwise better than the prior bid (the "**Leading Bid**"). A round of bidding will conclude after each Auction Bidder has the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

(j) If, in any round of bidding, no new Subsequent Bid is made that becomes a Leading Bid, the Auction shall be closed;

(k) The Auction shall be closed by midnight on the day of the Auction unless extended for a further 24 hour period by the UrtheCast Group with the approval of the Monitor;

(l) No bids (from Auction Bidders or otherwise) shall be considered after the conclusion of the Auction; and

(m) At the close of the Auction, the Monitor shall identify the winning bid (the "**Auction Successful Bid**"). At the conclusion of the Auction, the Monitor will notify the other bidders of the identities of the bidders of the Auction Successful Bid. (n) following conclusion of the Stalking Horse Scenario Auction, the UrtheCast Group, with the assistance of the Monitor, may finalize a definitive agreement or agreements in respect of the Stalking Horse Auction Successful Bid and the Stalking Horse Auction Backup Bid, respectively, if any, conditional upon approval of the Court.

32. All other bids received at the Auction shall be deemed rejected on the earlier of: (i) the date of closing of the Auction Successful Bid, and (ii) confirmation from the Monitor that the bid has been rejected.

Sale Approval Motion Hearing

33. At the hearing of the motion to approve any transaction with a Successful Bidder (which would include the Stalking Horse Bidder in the circumstances contemplated by paragraphs 20(b) or 29 (the "**Sale Approval Motion**"), UrtheCast Group shall seek, among other things, approval from the Court to consummate any Successful Bid. All the Phase 2 Qualified Bids other than the Successful Bid, if any, shall be deemed rejected by UrtheCast Group on and as of the date of approval of the Successful Bid by the Court.

Confidentiality, Stakeholder/Bidder Communication and Access to Information

34. All discussions regarding an LOI, Sale Proposal or Investment Proposal must be directed through the Monitor. Under no circumstances should the management of the UrtheCast Group or any stakeholder of UrtheCast Group be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP process.

35. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Phase 1 Qualified Bidders, LOIs, Phase 2 Qualified Bidders, Phase 2 Qualified Bids, the details of any bids submitted or the details of any confidential discussions or correspondence between UrtheCast Group, the Monitor and such other bidders or Potential Bidders in connection with the SISP, except to the extent UrtheCast Group with the approval of the Monitor and consent of the applicable participants, are seeking to combine separate bids from Phase 1 Qualified Bidders or Phase 2 Qualified Bidders.

Supervision of the SISP

36. The participation of UrtheCast Group in the SISP will be directed by UrtheCast Corp.'s board of directors.

37. The Monitor will participate in the conduct of the SISP in the manner set out in this SISP Process Outline and the Initial Order and is entitled to receive all information in relation to the SISP.

38. This SISP does not, and will not be interpreted to create any contractual or other legal relationship between UrtheCast Group and any Phase 1 Qualified Bidder, any Phase 2 Qualified Bidder (other than the Stalking Horse Bidder) or any other party, other than as specifically set forth in a definitive agreement that may be signed with UrtheCast Group.

39. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any LOI, Phase 2 bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

40. UrtheCast Group shall have the right to modify the SISP (including, without limitation, pursuant to the Bid Process Letter) provided always that the outside date for closing a transaction of purchase and sale of the Designated Assets will only be amended with the written consent of the Stalking Horse Bidder) with the prior written approval of the Monitor if, in their reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the Service List in this CCAA proceeding shall be advised of any substantive modification to the procedures set forth herein.

Schedule "1"

Address for Submitting LOIs and Phase 2 Bids

Bennett Jones LLP
666 Burrard St
Suite #2500
Vancouver, BC V6C 2X8

Fax: •
Attn : •

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Fax: •
Attn : Mr. Philippe Mendelson, Vice President

Exhibit "B"

AC INTERIM FINANCING TERM SHEET

DIP FACILITY LOAN AGREEMENT
DATED AS OF OCTOBER 1, 2020

Summary of Terms and Conditions ("**Term Sheet**")
CAD $3,548,000 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 June 24, 2020 by and among SIGA II, LLC (an affiliate of Antarctica Capital LLC) 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:	An affiliate of Antarctica Infrastructure Partners LLC
DIP Facility:	A facility consisting of a CAD $3,548,000 term loan facility (the "**DIP Facility**"). Subject to the conditions set forth below and the final loan documents, the Borrower may draw down funds under the DIP Facility in tranches consisting of: (i) an initial tranche in the amount of CAD $1,267,000 (the "**Initial Tranche**") on November 6, 2020; (ii) a second tranche in the amount of CAD $733,000 (the "**Second**

Tranche"); and (iii) a third tranche in the amount of CAD $1,548,000 (the "**Third Tranche**") provided that no advances (an "**Advance**") shall be made if there is an Event of Default hereunder, or the Borrower is in default of any term of the DIP Facility and such default is continuing.

Use of Proceeds: The proceeds of the DIP Facility shall only be advanced to and used by the CCAA Debtors in accordance with the Agreed Weekly Budgets (as defined below) and Third DIP Order (as defined below), each of which shall be in form and substance satisfactory to the Lender in its sole discretion. The CCAA Debtors shall not utilize the DIP Facility for any other purpose without the prior written approval of the Lender (in its sole discretion). Except as set out in the Agreed Weekly Budget, the DIP Facility may not be used to pay any outstanding principal amount, accrued and unpaid interest, exit fees, expenses or any other amounts owning in respect of any existing debtor-in-possession financing, with the exception that it is agreed, that the Second Tranche shall be used to pay any amounts outstanding pursuant to the interim debtor-in-possession financing facility from 1262743 B.C. Ltd. The DIP Facility 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 Borrower shall not use, advance or flow any funds from the DIP Facility to any CCAA Debtor located outside of Canada (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 for the DIP Facility shall be November 6, 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 Facility 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 Facility.

Currency: Unless otherwise stated, all monetary denominations shall be in lawful currency of the Canada.

Interest Rate: All amounts owing hereunder on account of the principal, overdue interest, costs, fees and expenses shall bear interest at the rate of 17.5% 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 Facility. Such fee shall be calculated daily and payable monthly in arrears on the last day of each calendar month.

Commitment Fee: The Borrower shall pay to the Lender a non-refundable pro-rated commitment fee of 3% of each amount advanced under the DIP Facility, which initial pro-rated fee shall be payable on the Closing Date.

Other Costs and Expenses: The Borrower shall pay, monthly after the Closing Date, 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 Facility, 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.

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

(i) January 15, 2021;

(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 in writing (collectively, the "**Approval Conditions**")), including any sale of assets pursuant to a sales and investment solicitation process are for a value in excess of CAD $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 Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be permanently and indefeasibly repaid in full and in cash 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 Facility 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 Facility other than after the permanent and indefeasible payment in cash to the Lender of all obligations under the DIP Facility on or before the date that the Plan is implemented.

Mandatory Prepayments and Commitment Reduction: Unless the Lender consents in writing otherwise, the Borrower is required to prepay amounts outstanding under the DIP Facility:

(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 Facility and may not be re-borrowed without the prior written consent of the Lender in its sole discretion.

Optional Prepayment: The DIP Facility 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.

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 13-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 November 19, 2020.

Conditions Precedent to DIP Advances:

No advance shall be made under the DIP Facility 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 or orders, in a form and substance satisfactory to the Lender in its sole discretion, approving this Term Sheet, the DIP Facility, the cash management arrangements, granting the DIP Lender's Charge (as defined below), the Sales and Investment Solicitation Process (the "**SISP**") attached hereto as Schedule "A", and approval of the Stalking Horse Bid Letter (the "**Stalking Horse Bid Letter**") attached hereto as Schedule "B" (the "**Third DIP Order**") on or before October 16, 2020. Notice of the application for the Third DIP Order shall include any party required by the Lender in its sole discretion, acting reasonably. For greater certainty, the Third DIP Order shall provide, *inter alia*: (i) for the approval of the DIP Term Sheet, the DIP Facility, (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 Third 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 CAD $500,000 (the "**Administration Charge**"); (iii) that such Third 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 Facility (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 Third 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 written consent of the Lender;

3. Any and all existing debtor-in-possession financings (including, without limitation, the debtor-in-possession financings provided to the Borrower (or any of them) by HCP-FVL, LLC and/or 1262743 B.C. Ltd.) shall have been repaid in full and subordinated to the Lender pursuant to a Court Order (as defined below) or a fully enforceable executed subordination agreement;

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

5. 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, acting reasonably;

6. 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;

7. The CCAA Debtors shall be in compliance in all material respects with the timetables in the SISP;

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

9. 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;

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

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

12. 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 in all material respects with the terms hereof and all orders entered by the CCAA Court shall not be inconsistent with or have an adverse impact in any material respect on the terms of the DIP Facility or the interests of the Lender;

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

14. 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;

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

16. 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 those 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**"), that, in the Lender's opinion, acting reasonably, would adversely affect the Lender in any material respect, its security or interests, the Collateral.

No advance shall be made under the Second Tranche until the: (i) Funding Conditions have been satisfied or waived in writing, as determined by the Lender in its sole discretion, acting reasonably; and (ii) transaction of purchase and sale as contemplated by the Stalking Horse Bid Letter has closed (such determination to be made in accordance with the provisions of the definitive asset purchase agreement).:

The Third Tranche will be advanced seven days following the transfer of the Designated Assets (as defined in the SISP).

DIP Facility Security and Documentation: 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**").

Monitor: The Lender shall be authorized by the Third 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 Facility, the proposed or actual use of the proceeds of the DIP Facility, 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 Third 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 Third DIP Order, constitute legal, valid and binding obligations of the CCAA Debtors;

   (d) upon the granting of the Third 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 CCAA Debtors legally or beneficially owns all of their respective cash, intellectual property, contracts, operations and material assets.

5. All of the CCAA Debtors' material assets, cash, intellectual property, contracts and operations are located in 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 Facility, 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 as set out in Schedule "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;

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 Facility is permanently and indefeasibly repaid in full and cancelled:

1. Comply with the provisions of the Court Orders made in the CCAA Proceeding and any foreign proceedings including, without limitation, the Third DIP Order and the proceedings commenced by, *inter alios*, UrtheCast Corp. under and pursuant to Chapter 15, Title 11 of the United States *Code* in the United States Bankruptcy Court for the District of Minnesota;

2. Utilize the DIP Facility 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, 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**"), 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 Facility, 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 including, without limitation, the SISP, 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 Third 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, acting reasonably, 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**") that does not contemplate the indefeasible repayment in full and in cash of the DIP Facility 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, acting reasonably, 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 Facility 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 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 Facility, 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 Facility, 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 Facility; and

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).

24. Notwithstanding any of the provisions of this Term Sheet, the Lender shall not be entitled to receive information regarding the identity of bidders or prospective bidders participating in any such SISP, the terms of any bids received or similar information in

connection with the SISP for the Designated Assets that would customarily not be available to a prospective bidder participating in a SISP (the "SISP Information") until the SISP provides for such disclosure in the Auction (as defined in the SISP). 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 including the Designated Assets which are part of the Stalking Horse Bid.

Guarantee: Prior to any advance of the DIP Facility, 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, acting reasonably, 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 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 Facility, 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 Third 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, acting reasonably;

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 Facility have been indefeasibly repaid in full in cash.

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 writtenconsent 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 written 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 written consent of the Lender;

17. Distribute, loan, advance or otherwise use or transfer any advance or monies under the DIP Facility 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 in writing 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 Lender, 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;

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 in writing;

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

13. 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 Facility, the DIP Lender's Charge, this Term Sheet, the CCAA stay of proceedings, any foreign court recognition order (each, a "Recognition Order") , or any of the other DIP Credit Documentation or approval of any Plan or Restructuring Option which does not have the prior written consent of the Lender;

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

15. 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 in writing or unless it provides for repayment in full of all DIP Obligations to the Lenders under this Agreement;

16. 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;

17. 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;

18. 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;

19. 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); and

20. 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.

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

1. Cease to make any further advances of the DIP Facility;

2. Terminate the DIP Facility and declare all amounts outstanding under the DIP Facility as immediately due and payable;

3. 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;

4. 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;

5. 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

6. 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 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.
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 Bid:	The Lender or any affiliate to whom it has assigned the loan and security hereunder shall have the right at all times to credit bid all or any portion of the DIP Facility 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 (or its affiliate assignee) to credit bid for the full face value of all amounts outstanding under the DIP Facility 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 Day:	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.
No Waiver or Delay:	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.

Assignability:	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:

Antarctica Infrastructure Partners, LLC
630 Fifth Avenue,
20th Floor
New York, NY 10111

Attention: Chandra Patel
Email: crpatel@antarcticacapital.com

With a copy to:

McCarthy Tétrault LLP
Suite 5300, TD Bank Tower
66 Wellington Street West
Toronto, ON M5K 1E6

Attention: Jonathan See
Email: jsee@mccarthy.ca

In the case of the CCAA parties:

UrtheCast Corp.
1055 Canada Place, Pl#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 : 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 F
FORM OF SALE ORDER

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 COMPRIMISE 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

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE	)	
MADAM JUSTICE SHARMA	)	●/●/●
	)	

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the ● day of ●,●; AND ON HEARING THE APPLICATION of ●, counsel for the Petitioners and those other counsel listed on **Schedule** "A" hereto; AND UPON READING the material filed, including the ● Report of the Ernst & Young Inc. in its capacity as the Monitor of the Petitioners (in such capacity, the "**Monitor**") dated ●, 2020 (the "**Report**")

AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the orders set out herein were given notice;

AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of the Court,

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient, and this application is properly returnable today.

2. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated as of ● (the "**Sale Agreement**") between the Petitioners (the "**Seller Petitioners**") and ● (the "**Purchaser**"), a copy of which is attached as **Schedule** "**B**" hereto is hereby approved, and the Sale Agreement is declared to be commercially reasonable. The execution of the Sale Agreement by the Seller Petitioners is hereby authorized and approved, and each Seller Petitioner is hereby authorized

and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets, Acquired Entities, and other interests described in the Sale Agreement (the "**Acquired Assets**").

3. The Assignment and Assumption Agreement and Assignment and Assumption of Leases (as such terms are defined in the Sale Agreement) are hereby approved. The execution of the Assignment and Assumption Agreement and the Assignment and Assumption of Leases by the Seller Petitioners is hereby authorized and approved, and each Seller Petitioner is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to give effect to the terms thereof.

4. Upon filing by the Monitor with this Court of a certificate substantially in the form attached as **Schedule** "**C**" hereto (the "**Monitor's Certificate**"), all of the Seller Petitioners' right, title and interest in and to the Acquired Assets and Acquired Entities described in the Sale Agreement shall vest absolutely in the Purchasers in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated September 4, 2020, as amended and restated from time to time; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system; and (iii) all claims in respect of any taxes owing by any of the Seller Petitioners as at the closing date (as defined in the Sale Agreement); and (iv) those Claims listed on **Schedule** "**D**" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule** "**E**" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Acquired Assets are hereby expunged and discharged as against the Acquired Assets.

5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Acquired Assets shall stand in the place and stead of the Acquired Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Acquired Assets with the same priority as they had with respect to the Acquired Assets immediately prior to the sale, as if the Acquired Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

6. The Monitor is to deliver to the Purchasers and Seller Petitioners true copies of the Monitor's Certificate forthwith after filing thereof.

7. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act or* Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Petitioners are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Seller Petitioners' past and current employees, to the extent such employees are "Transferred Employees" as defined in the Sale Agreement. The Purchasers shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Petitioner.

8. The Seller Petitioners, with the consent of the Monitor and the Purchasers, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

9. Notwithstanding:

    a. these proceedings under the CCAA;

    b. any applications for a bankruptcy order in respect of any Petitioner now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

    c. any assignment in bankruptcy made by or in respect of any Petitioner,

    the vesting of the Acquired Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of the United States Bankruptcy Court for the District of Minnesota and any other court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Petitioners, the Monitor, and its 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 Petitioners or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners or the Monitor and their agents in carrying out the terms of this Order.

11. The Petitioners or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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

____

Signature of ●
☐ Party ☑ Lawyer for the Petitioners

BY THE COURT

____

REGISTRAR

Schedule "A" [TO FORM OF SALE ORDER]

COUNSEL LIST

[NTD: to be inserted]

Schedule “B” [TO FORM OF SALE ORDER]

ASSET PURCHASE AGREEMENT

[NTD: to be inserted]

Schedule "C" [TO FORM OF SALE ORDER]

MONITOR'S CERTIFICATE

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 COMPRIMISE 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

MONITOR'S CERTIFICATE

A. By order made September 4, 2020, this Court appointed Ernst & Young Inc. as monitor (the "**Monitor**") of each of the Petitioners pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-46 (as amended, the "**CCAA**").

B. Pursuant to an order of the Court dated ● (the "**Approval and Vesting Order**"), the Court approved the sale of the Acquired Assets and Acquired Entities to EarthDaily Holdings, LP, EarthDaily Holdings Corp., EarthDaily Canada Limited Partnership (the "**Purchasers**"), providing for the vesting in the Purchasers of all of the Vendors' right, title and interest in and to the Acquired Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Acquired Assets upon the delivery by the Monitor to the Purchasers of a certificate confirming: (i) the Monitor's receipt of the Purchasers' Conditions Certificate and the Vendors' Conditions Certificate, and (ii) the payment by the Purchasers of the Purchase Price for the Acquired Assets.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE MONITOR HEREBY CERTIFIES the following:

1. The Monitor has received the Conditions Certificates.

2. The Monitor has received the Purchase Price, or confirms that the Purchase Price has been satisfied in accordance with the Sale Agreement.

This Certificate was delivered by the Monitor at [TIME] on _ 2020.

ERNST & YOUNG INC.,
in its capacity as the Monitor of the Petitioners, and not in its personal capacity:

Per: ______________________________

Name:

Schedule "D" [TO FORM OF SALE ORDER]

ENCUMBRANCES

[NTD: to be inserted]

Schedule "E" [TO FORM OF SALE ORDER]

PERMITTED ENCUMBRANCES

[NTD: to be inserted]

SCHEDULE B
ACQUIRED ASSETS

	Description of Asset	**Owning Entity**
UrthePipeline, UrthePlatform and Value-Added Services		
	All intellectual property, assets, and equipment associated with the ***UrtheDaily*** business, including but not limited to:	
1.	All software already developed or in development, including, without limitation:	
a)	Raw downlinked optical and SAR Data processing services	UrtheCast Corp.
b)	Optical satellite/sensor commissioning, image calibration and QA services	UrtheCast Corp.
c)	Generic Satellite Imagery Improvement services for previously processed data	UrtheCast Corp.
d)	Automated mosaic generation prototype services	UrtheCast Corp.
e)	Next generation data platform prototype with cloud optimized formats	UrtheCast Corp.
f)	Geospatial analytics prototypes, e.g., soil moisture maps, generic change detection	UrtheCast Corp.
2.	All products, trademarks and/or brands that constitute the UrthePipeline offering. This includes the UrthePlatform (patented API driven web-based EO satellite platform) and the Earth Data Store (ecosystem for data processing, discovery, and access: https://www.digitalsupercluster.ca/programs/data-commons/earth-data-store-2/)	UrtheCast Corp.
3.	All plans, specifications, documents, analyses and reports and all project management and engineering documentation related to the UrthePipeline, including:	
a)	UrthePipeline Project Charter – Details on project scope, requirements, deliverables, schedule	UrtheCast Corp.

	Description of Asset	Owning Entity
b)	UrthePipeline Monthly Project Status Updates – Achievements, financial summary	UrtheCast Corp.
c)	UrthePipeline Roadmap – Quarterly and yearly roadmaps	UrtheCast Corp.
d)	UrthePipeline Software Engineering Processes – Engineering practices, processes and agile methodologies	UrtheCast Corp.
e)	UrthePipeline Tasks and Work backlog – Work packages and activities for each team	UrtheCast Corp.
f)	UrthePipeline Technical Notes (Design, Analysis, and Review) – e.g., Processing, Calibration, Architecture, Analytics	UrtheCast Corp.
g)	UrthePipeline Satellite Test Data – E.g., Theia, Deimos-1, Deimos-2 raw data for testing	UrtheCast Corp.
h)	UrthePipeline Requirements – Requirements to satisfy UrtheDaily Mission	UrtheCast Corp.
i)	Marketing Materials – UrthePipeline brochures	UrtheCast Corp.
j)	Proposals – Proposal responses to CSA, DRDC, customers, etc.	UrtheCast Corp.
4.	All intellectual property (including patents filed, approved or in process)	UrtheCast Corp.
5.	All supplier contracts (cloud compute or storage, network services, etc.) which includes AWS as the primary cloud provider and Microsoft as a research partner for free development use	UrtheCast Corp.
6.	All automated operational services currently running, including CBERS-4 ortho improvement pipeline and the Deimos-1 raw data processing service which currently serve Geosys	UrtheCast Corp.
7.	All currently existing government contracts which includes the Canadian Space Agency, Digital Supercluster, LookNorth, and DRDC for the years 2020-2022	UrtheCast Corp.
8.	Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Purchasers	UrtheCast Corp.

	Description of Asset	Owning Entity
	on terms and conditions of employment acceptable to Purchasers	
Geosys		
	All intellectual property (owned or licensed), assets (owned or mid-transaction with Land O'Lakes) and equipment necessary for operating Geosys as either a standalone business unit or in support of UrtheDaily, including but not limited to:	
1.	All software, firmware already developed or in development	UrtheCast Corp. / 1185781 B.C. Ltd.
a)	Farmsat Web based solution to generate variable rate nitrogen maps based on satellite images.	UrtheCast Corp. / 1185781 B.C. Ltd.
b)	FP: Farmsat Products Map generation engine to create different maps from a field geometry based on in-season and historic satellite images.	UrtheCast Corp. / 1185781 B.C. Ltd.
c)	Croptical web application to monitor crop condition on fields and quickly identify fields with normal vegetation growth, above average vegetation growth or below average vegetation growth	UrtheCast Corp. / 1185781 B.C. Ltd.
d)	Croptical In Field Croptical In Field is a hybrid mobile app with offline capabilities synchronized with Croptical. Croptical In Field enable scouting in the fields	UrtheCast Corp. / 1185781 B.C. Ltd.
e)	FCS: Field Coverage Service FCS creates indexes with links between fields and medium resolution image with their cloud cover map When a new image is integrated FCS enables to identify all fields or part of the fields where insight can be generated from this image	UrtheCast Corp. / 1185781 B.C. Ltd.

	Description of Asset	Owning Entity
	When a new field is created, or a field modified, FCS defines the list of images that can be used to generate insights for that field	
f)	IPC: Image Processing Chain IPC automates different operations for the acquisition and processing of medium resolution satellite images: Automatic detection and download from different data sources based on areas and times of interest, Atmospheric correction to produce top of canopy reflectance, Upscaling of Landsat8 images, Cross calibration of all images from various satellites/sensors to enable coherent information among images from different sensors, Standardization to an unique and proprietary file format, Integration of manual or automatic cloud masking, Integration of the platform.	UrtheCast Corp. / 1185781 B.C. Ltd.
g)	Field Manager / GIS Module The Field Manager enables to create and edit fields from a web interface. It is built with front-end and back-end components The GIS module is embedded in the field manager and is also used separately. It is highly efficient to display, create and edit geographical information Field manager and GIS module are used in Farmsat, Croptical, R7 and Agriquest. The GIS module is also used in the Croptical-In-Field mobile app	UrtheCast Corp. / 1185781 B.C. Ltd.
h)	Low Resolution Image (LRI) Processing Chain LRI is a high speed and scalable platform built with Big Data to create a worldwide database of pixels at low resolution and weather data with 14 years of history for the pixels and 30 years of history for the weather data. This database is entirely updated every day.	UrtheCast Corp. / 1185781 B.C. Ltd.

	Description of Asset	Owning Entity
h)	Automatic Cloud Masking (ACM) ACM automatically generates masks for Landsat8 and Sentinel 2A and 2B satellite images which are our major sources of medium resolution images	UrtheCast Corp. / 1185781 B.C. Ltd.
i)	Agriquest Web application to monitor the vegetation and weather activities worldwide. Agriquest is mainly use in Fintech and trading of commodities.	Geosys SAS
j)	Report as a Service Application to easily create set of the report using the API of Geosys platform to collect data and maps.	Geosys SAS
k)	Field Focus with Change Detection Simple application to detect changes in a collection of fields	Geosys SAS
l)	Pivot Detection AI model use for irrigation to detect pivot fields	Geosys SAS
j)	Standardized set of API API to integrate Geosys platform with 3rd party information system and Applications	Geosys SAS
2.	All products, trademarks and/or brands that constitute the Geosys product and services offering,	Geosys SAS
3.	All intellectual property (including patents filed, approved or in process) and intellectual property licenses (including Interim License from Land O'Lakes) and associated platforms and data archives	Geosys SAS (patent), and UrtheCast Corp. / 1185781 B.C. Ltd.
a)	Purchased Medium Resolution images from private satellite operators	Geosys SAS
b)	Documentation for all software/product listed here above in section 2.	Geosys SAS and UrtheCast Corp. / 1185781 B.C. Ltd.

	Description of Asset	Owning Entity
c)	Weather data purchased from Meteo-France	Geosys SAS
d)	Patent: "**Method for Correcting the Time Delay in Measuring Agricultural Yield**"	Geosys SAS
e)	Internet domains	Geosys SAS
4.	All legal entities as described in the Land O'Lakes Purchase Agreement	UrtheCast Corp.
5.	All supplier contracts, including, without limitation:	
a)	Microsoft Azure – cloud storage and computing services	Geosys SAS (France)
b)	ASE – cloud masking service	Geosys SAS (France)
c)	Tavant – offshore development	Geosys SAS (France)
d)	Deimos Imaging – imagery data	Geosys SAS (France)
e)	Airbus – imagery data	Geosys SAS (France)
f)	Iteris – weather data	Geosys International
g)	MeteoFrance – weather data	Geosys SAS (France)
h)	Office leases, computer hardware, furniture, office equipment – Maple Grove, MN (USA) and Balma, (France)	Geosys SAS (France) UrtheCast USA Inc.
6.	All customer contracts, MOUs, LOIs, sales pipeline, or other commercial agreements	
7.	Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Purchasers on terms and conditions of employment acceptable to Purchasers	

	Description of Asset	**Owning Entity**
	All intellectual property, assets and equipment necessary for developing and operating the UrtheDaily constellation, including but not limited to:	UrtheCast Corp.
1.	All products, trademarks and/or brands that constitute the UrtheDaily offering	UrtheCast Corp.
2.	All technical documentation associated with the UrtheDaily program. This includes technical reports describing the UrtheDaily design, technology and the Concept of Operations, Technical Specifications for elements of the system, Analyses Reports, and Analyses Source Files (e.g. spreadsheets) providing technical budgets and performing specific analyses, including:	UrtheCast Corp.
a)	MRD – Mission Requirements Document	UrtheCast Corp.
b)	Conops – Mission concept of operations	UrtheCast Corp.
c)	SRS – System requirements specification	UrtheCast Corp.
d)	Space Segment RS – Space segment requirements specification	UrtheCast Corp.
e)	Calibration RS – Camera calibration requirements specification	UrtheCast Corp.
f)	GS Spec – Ground Segment system requirements specification	UrtheCast Corp.
g)	Launch Vehicle IRD – Launch Vehicle Interface Requirements Document, between spacecraft and Launch vehicle	UrtheCast Corp.
h)	FOS RS – Flight Operation System Requirements Specification	UrtheCast Corp.
i)	Space Segment Description – Space Segment Technical Description	UrtheCast Corp.
j)	EM Camera Test Description – Description of the EM UrtheDaily Camera that was built and the tests undertaken	UrtheCast Corp.

	Description of Asset	**Owning Entity**
k)	Spreadsheets – Coverage Gap Calculator, Onboard Data Rates, Propellant & Delta-V Calculations, Pointing Control impact on MTF	UrtheCast Corp.
l)	Analyses Reports – EDS Mission Analysis Report	UrtheCast Corp.
m)	Informal Technical Notes – CMOSIS CMV Detector family space mission history	UrtheCast Corp.
n)	Vendor Data – SSTL UrtheDaily Technical Presentation, CMV12000 detector datasheet, GSN Service Provider Proposals	UrtheCast Corp.
3.	All Project Management related documentation related to the UrtheDaily Program that includes plans, schedules and Statements of Work for suppliers that are developing elements of the UrtheDaily system, including:	
a)	PMP – Project management plan	UrtheCast Corp.
b)	SEMP – System engineering management plan	UrtheCast Corp.
c)	WBS – Work Breakdown Structure	UrtheCast Corp.
d)	WPDs – Work package descriptions	UrtheCast Corp.
e)	Master Schedule – Mission master schedule including detailed schedule for Space segment and major activities for WBS	UrtheCast Corp.
f)	PBS – Product breakdown structure, preliminary	UrtheCast Corp.
g)	Risk Register – Mission risk register	UrtheCast Corp.
h)	Charter – UrtheDaily Program Charter	UrtheCast Corp.
i)	SS SOW – UrtheDaily Space Segment Statement of Work	UrtheCast Corp.
j)	LV SOW – UrtheDaily Launch Vehicle Statement of Work	UrtheCast Corp.
k)	GSN RFP – RFP for GSN services which includes key GSN requirements & SOW	UrtheCast Corp.
4.	All supplier proposals and contracts. This includes the SSTL subcontract for the Satellites, Launch Vehicle Subcontract, L1 Calibration Services Contract, Ground Station Network	UrtheCast Corp.

	Description of Asset	**Owning Entity**
	Service (GSN) Contract, Flight Operations System ground segment hardware and AWS Cloud Compute, cloud compute, storage and network services contract	
5.	All customer Service Level Agreement (i.e., SLA (FPP) contracts), MOUs and LOIs, backlog, sales pipeline, or other agreements	UrtheCast Corp.
6.	Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Purchasers or an affiliate on terms and conditions of employment acceptable to Purchasers	UrtheCast Corp.
7.	Hardware / Furniture / Computer / Office Equipment / Misc.	UrtheCast Corp.

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (this "Agreement") is dated effective as of December 22, 2020, by and among EarthDaily Holdings, LP, a Delaware limited partnership ("Purchaser Holdco"), EarthDaily Canada Holdings Corp. (formerly 1269336 B.C. Ltd.), a British Columbia corporation ("Can Purchaser"), EarthDaily Canada Limited Partnership, a British Columbia limited partnership ("Can Purchaser SPV" and, together with Purchaser Holdco and Can Purchaser, "Purchasers"), UrtheCast Corp., an Ontario corporation ("UrtheCast"), 1185729 B.C. Ltd., a British Columbia corporation and a wholly-owned subsidiary of UrtheCast ("729"), 1185781 B.C. Ltd., a British Columbia corporation and an indirect wholly-owned subsidiary of UrtheCast ("781") and UrtheCast USA Inc., a Delaware corporation and a direct wholly-owned subsidiary of UrtheCast ("UrtheCast USA" and together with UrtheCast, 729 and 781, "Sellers").

WHEREAS, Purchasers and Sellers (the "Parties") entered into an asset purchase agreement dated as of December 10th, 2020 (the "Asset Purchase Agreement"), pursuant to which Purchasers agreed to purchase the Business from Sellers, subject to the terms and conditions set forth in the Asset Purchase Agreement.

WHEREAS, the Asset Purchase Agreement provides in Section 11.1(b)(i) that it may be terminated, under certain conditions, if the Closing has not occurred on or prior to January 15, 2020 (*i.e.* the Outside Date), subject to certain extension rights, and further provides in Section 11.1(b)(iv) that the agreement may be terminated by Purchasers or Sellers if the Sale Order has not been issued by the CCAA Court on or prior to December 22, 2020 (with complementary covenants of the Sellers in Section 6.12).

WHEREAS, the Asset Purchase Agreement has not been terminated and remains in full force and effect.

WHEREAS, the Parties wish to amend the above-referenced sections of the Asset Purchase Agreement to clarify and confirm their meaning and intent and to provide for additional time to obtain the Sale Order.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Interpretation. Any capitalized term used herein but not defined shall have the meaning given to it in the Asset Purchase Agreement.

2. Amendment.

   (a) Section 6.12(a), Section 6.12(b) and Section 11.1(b)(iv) of the Asset Purchase Agreement are hereby amended by deleting the date "December 22, 2020" in each such section and replacing it with the date "January 7, 2021".

   (b) Section 6.12(b) of the Asset Purchase Agreement is hereby amended by deleting the date "December 31, 2020" and replacing it with the date "January 15, 2021".

(c) Section 11.1(b)(i) of the Asset Purchaser Agreement is hereby deleted and replaced with the following:

> "by Purchasers or Sellers, if the Closing shall not have occurred on or prior to January 15, 2021 (such date, the "Outside Date"), subject to Section 11.2; provided, however, that (1) Sellers and Purchasers shall not be entitled to terminate this Agreement pursuant to this Section 11.1(b)(i) if the failure of the Closing to have occurred by the date specified above is caused by such Party's breach of any of its obligations under this Agreement and (2) if the Closing shall not have occurred by January 15, 2021, Purchasers shall have the right, in their sole discretion, to change the Outside Date (on one or more occasions) to a date that is no later than April 30, 2021, which right shall be exercised by the delivery of written notice of such change to Sellers not less than one Business Day before the then-effective Outside Date;".

3. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Electronic Exchange. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

5. Headings. The headings preceding the text of Articles and sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

6. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. Purchasers and Sellers further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement and the Parties expressly consent to and agree not to contest such jurisdiction.

7. Binding Nature and Assignment.

(a) Except as explicitly amended hereby the Asset Purchase Agreement remains in full force and effect, unamended, and time shall remain of the essence.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the Parties hereto without prior written consent of the other Parties, provided that, Purchasers may grant a security interest in its rights and interests hereunder to its third party lender(s).

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered on the date first above written

EARTHDAILY HOLDINGS, LP, by its general partner **ANTARCTICA DATA PARTNERS GP, LLC**

Per: ____________________________

Name: Chandra R. Patel
Title: Authorized Signatory

EARTHDAILY CANADA HOLDINGS CORP.

Per: ____________________________

Name: Chandra R. Patel
Title: Authorized Signatory

EARTHDAILY CANADA LIMITED PARTNERSHIP, by its general partner, **EARTHDAILY CANADA GP CORP.**

Per: ____________________________

Name: Chandra R. Patel
Title: Authorized Signatory

URTHECAST CORP.

Per: ______________________________
Name: Sai Chu
Title: Authorized Signatory

1185729 B.C. LTD.

Per: ______________________________
Name: Sai Chu
Title: Authorized Signatory

1185781 B.C. LTD.

Per: ______________________________
Name: Sai Chu
Title: Authorized Signatory

URTHECAST USA INC.

Per: ______________________________
Name: Sai Chu
Title: Authorized Signatory

Appendix C

Baker & McKenzie LLP
Barristers & Solicitors

Brookfield Place
Bay/Wellington Tower
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3
Canada

Tel: +1 416 863 1221
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www.bakermckenzie.com

December 23, 2020

DLA Piper (Canada) LLP
Suite 2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Via email: colin.brousson@dlapiper.com
jeffrey.bradshaw@dlapiper.com

Attention: **Colin Brousson / Jeffrey Bradshaw**

Dear Counsel:

Re Urthecast Corp et al

As requested by the Monitor, we are setting out in more detail our clients' position on the agreements that are in default and the amounts that are currently outstanding:

- Agreement of Purchase and Sale dated November 6, 2018 as amended by:
    - Amending Agreement dated as of December 10, 2018;
    - Second Amending Agreement dated as of January 11, 2019:
    - Third Amending Agreement dated as of November 12, 2019;
    - Fourth Amending Agreement dated as of March 30, 2020; and
    - Fifth Amending Agreement dated as of April 14, 2020.
- Interim Licenses and Services Agreement dated 14 January 2019;
- Long Term License and Services Agreement dated 14 January 2019 as amended by:
    - First Amending Agreement to Long Term License and Services Agreement dated 12 November 2019; and
    - Second Amending Agreement to Long Term License and Services Agreement on 30 March 2020.

The specific provisions that are relied on under these agreements are:

- Section 2.2(b), 5.5(a)(ii), 5.5(b), 11(d) of the Purchase Agreement, as amended;
- Section 4.3, 14.4(d), 14.5(a), (b)(ii),(vii) or (viii) of the Long Term License and Services Agreement; and
- Section 3.4, 3.5, 9.2(b), 9.3(a),(b)(ii),(vii) or (viii) of the Interim Licenses and Services Agreement.

We trust that most of these defaults are self-explanatory. By way of further background, the transaction with Urthecast was premised on a 2021 launch date and an operational date in the first quarter of 2022. Urthecast's very public failures to obtain financing have dramatically curtailed Land O'Lakes' ability to promote its commitment to providing daily satellite imagery to the marketplace, resulting in a loss of customers and business. While UrtheDaily has floundered, Land O'Lakes' competitors have introduced competitive products that are "good-enough" alternatives to daily satellite imagery when coupled with new technology. It is our clients' position that the failure to launch UrtheDaily is or will be a default under the timelines established by the Joint Development Committee pursuant to section 3.4 of the Interim License and Services Agreement. Irrespective of the CCAA filing, the failure to pay Microsoft (US $581,717.52 which will increase once Microsoft renders its account for hosting services up to December 31, 2020) is a default under the Long Term License and Services Agreement, because Urthecast has failed to perform the R7 Product Services as required under the agreement. A significant portion of the quarterly payments paid by Winfield for the R7 Product Services Fees are flow-through payments that are supposed to be paid to Microsoft and other vendors. Winfield has paid and Urthecast should have paid these third party vendors. The failure to pay these vendors entitles Winfield to terminate under section 14.5.

The outstanding amount due and payable by Urthecast to Winfield is US $3,954,167.00 as of December 15, 2020. This reflects the principal amount of $3,500,000 + $250,000 + accrued interest pursuant to the Fifth Amending Agreement. Interest per diem is $958.90/day. As noted above, there will be additional amounts to third party vendors but Winfield is only aware of the US $581,717.52 owing to Microsoft at this time.

As you know, the Monitor's approval of a transaction is an important factor in the analysis under section 11.3 of the CCAA. Our clients are available to have a discussion directly with the Monitor regarding the business rationale for opposing this transaction and the forced assignment of the agreements to Antarctica.

We have not yet seen the final agreement of purchase and sale and therefore this letter is based on a review of the Term Sheet only.

Yours truly,
BAKER & McKENZIE LLP

M. Nowina

Michael Nowina
Partner
+1 416 865 2312
michael.nowina@bakermckenzie.com

cc: Client

D. E. Gruber and A. Andrisoi, Bennett Jones LLP
(Via email: gruberd@bennettjones.com and andrisoia@bennettjones.com)

P. Mendelson and Mike Bell, Ernst & Young LLP
(Via email: Philippe.Mendelson@ca.ey.com and mike.bell@ca.ey.com)

R. Richardson, S. Collins, J. See, Mcarthy Tetrault LLP
(Via email: rrichardson@mccarthy.ca, scollins@mccarthy.ca and jsee@mccarthy.ca)

Appendix D

URTHECAST CORP.

as Vendor

- and -

1262743 B.C. LTD.

as Purchaser

ASSET PURCHASE AGREEMENT

November 23, 2020

ASSET PURCHASE AGREEMENT

This asset purchase agreement is made as of November 23, 2020, between UrtheCast Corporation, a corporation governed by the laws of the Province of Ontario (collectively, the "**Vendor**") and 1262743 B.C. Ltd., a corporation governed by the laws of the Province of British Columbia (the "**Purchaser**").

RECITALS:

(1) Pursuant to the Initial Order, among other things, the Vendor obtained relief under the CCAA on September 4, 2020 and Ernst & Young Inc. was appointed as monitor of the Vendor's CCAA Proceedings;

(2) Pursuant to the SISP Order, the Vendor, with the assistance and supervision of the Monitor, was empowered to carry out the Sale Process in accordance with its terms; and

(3) The Vendor, with the consent and support of the Monitor, desires to sell the Purchased Assets, and the Purchaser has agreed to purchase such assets subject to the terms and conditions set forth in this Agreement, the Sale Process and the applicable provisions of the CCAA.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor and the Purchaser agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

In this Agreement and the recitals above, the following terms have the following meanings:

"**Affiliate**" has the meaning given to the term "affiliate" in the *Canada Business Corporations Act*.

"**Agreement**" means this asset purchase agreement, as amended from time to time in accordance with the terms hereof.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, in each case, having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"**Approval and Vesting Order**" means an order by the Court substantially in the form attached hereto as Schedule "E" authorizing the Transaction and vesting the Purchased Assets in the Purchaser (or as it may direct), which order, if applicable, shall include the provisions contemplated in the definition of “Transition Services Agreement”.

"**Assignment Order**" means an order or orders of the Court pursuant to section 11.3 of the CCAA and other applicable provisions of the CCAA, in form and substance satisfactory to the Purchaser and the Vendor, each acting reasonably, authorizing and approving (i) the assignment of any Consent Required Contract for which a consent, approval or waiver necessary for the assignment of such Consent Required Contract has not been obtained, (ii) the prevention of any counterparty to such Consent Required Contracts from exercising any right or remedy under such Consent

Required Contracts by reason of any defaults arising from the CCAA Proceedings or the insolvency of the Vendor, and (iii) the vesting in the Purchaser (or as it may direct) of all right, title and interest of the Vendor in such Consent Required Contracts.

"**Assumed Obligations**" has the meaning set out in Section 2.4.

"**Benefit Plans**" means all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings of the Vendor with respect to some or all of the Employees and which provide for or relate to (i) bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, supplemental retirement arrangements, share compensation, share purchase or share option, share appreciation rights, phantom stock, vacation or vacation pay, sick pay, employee loans, or any other compensation in addition to salary; or (ii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short term disability, long term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor's benefits, supplementary employment insurance, day care, tuition or professional commitments or expenses and perquisites or similar employment benefits.

"**Books and Records**" means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Vendor, in connection with the ownership, or operation of the Purchased Assets, including the Contracts, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, credit records, records relating to suppliers and other data, in each case, relating to the Purchased Assets, and, for greater certainty, excluding the minute books and corporate records of the Vendor.

"**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**CCAA Proceedings**" means the proceedings to be commenced by the Vendor and certain of its Affiliates under the CCAA.

"**Claims**" means any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, chose in or cause of action, suit, default, assessment, litigation, third party action, arbitral proceeding or proceeding by or before any Person.

"**Closing**" means the successful completion of the Transaction.

"**Closing Date**" means December 31, 2020 or such other earlier date as may be agreed to in writing by the Parties.

"**Closing Time**" means 10:00 a.m. (Vancouver time) on the Closing Date.

"**Consent Required Contract**" has the meaning set out in Section 2.2(a).

"**Contracts**" means all of the contracts and other written agreements to which the Vendor is a party constituting part of the Purchased Assets identified in writing by the Purchaser on or before Closing, including, for greater certainty, all contracts listed in Appendix I to Schedule "A" or Schedule "B" to this Agreement, provided that any such scheduled contracts may, upon the election of the Purchaser made prior to Closing, be designated as Excluded Assets.

"**Court**" means the Supreme Court of British Columbia.

"**Cure Costs**" means all amounts required to be paid pursuant to section 11.3 of the CCAA to effectuate, pursuant to the CCAA, the assignment by the Vendor and assumption by the Purchaser of Consent Required Contracts under the Assignment Order and to otherwise satisfy all requirements imposed by section 11.3 of the CCAA.

"**Deposit**" has the meaning ascribed thereto in Section 3.2(a).

"**Employee**" means an individual who is employed by the Vendor, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short term or long term disability leave.

"**Encumbrances**" means any security interest, lien, claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

"**Excise Tax Act**" means the *Excise Tax Act* (Canada).

"**Excluded Assets**" means all of the Vendor's right, title and interest, in and to those assets and rights set forth in Schedule C.

"**Excluded Equipment**" means any equipment or machinery and any parts and components thereof, that are Excluded Assets.

"**GoC Consent Condition**" means the consent of any Governmental Authority to the transfer of any Purchased Assets to the Purchaser, to the extent that such consent is required.

"**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"**Income Tax Act**" means the *Income Tax Act* (Canada).

"**Initial Order**" means the order of the Court dated September 4, 2020 as amended and restated pursuant to subsequent Court orders dated September 14, 2020, September 23, 2020, and October 156, 2020, and as may be further amended and/or restated from time to time.

"**Intellectual Property**" means all intellectual property included in the Purchased Assets, and all rights of the Vendor therein, including all claims for past infringement, worldwide, whether registered or unregistered, including without limitation:

(a) all patents, patent applications and other patent rights, including provisional and continuation patents;

(b) all registered and unregistered trade-marks, service marks, logos, slogans, corporate names, business names and other indicia of origin, and all applications and registrations therefor;

(c) registered and unregistered copyrights and mask works, including all copyright in and to computer software programs and applications and registrations of such copyright;

(d) industrial designs; and

(e) trade secrets and proprietary information not otherwise listed in (a) through (d) above, including, without limitation, all inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, mask works, circuit topography, formulae, methods (whether or not patentable), designs, processes, procedures, technology, business methods, source codes, object codes, computer software programs (in either source code or object code form), databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded or unrecorded.

"**Interim Lending Facility**" has the meaning ascribed thereto in the Third Amended and Restated Initial Order made in the CCAA Proceedings on October 16, 2020.

"**KACST Related Assets**" means those assets listed in Schedule "B" hereto.

"**Monitor**" means Ernst & Young Inc., in its capacity as the monitor of the Vendor's CCAA Proceedings.

"**Monitor's Certificate**" means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties that all conditions of Closing have been satisfied or waived by the applicable Parties and that the Monitor has received the Purchase Price, substantially in the form attached hereto as Schedule "F".

"**Ordinary Course of Business**" means the ordinary course of business of the Vendor with respect to the Purchased Assets consistent with the conduct of such business on the date hereof and consistent with the Orders of the Court in the CCAA Proceedings.

"**Outside Date**" means December 31, 2020.

"**Party**" means each of the Purchaser and the Vendor.

"**Permitted Encumbrances**" means those Encumbrances set forth in Schedule "D".

"**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"**Purchase Price**" means $1,225,000.00.

"**Purchased Assets**" means the Books and Records, all of the SAR Assets and the KACST Related Assets, including without limitation, the Intellectual Property, but, for greater certainty, shall exclude all Excluded Assets.

"**Purchaser**" has the meaning set out in the recitals hereto.

"**Representative**" means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates.

"**Sale Process Order**" means the order of the Court dated October 16, 2020, among other things, approving the Sale Process.

"**Sale Process**" means the Court-approved sale process attached as Schedule C to the Sale Process Order.

"**Sales Tax Legislation**" means Part IX of the *Excise Tax Act* and the regulations made under such legislation, together with any similar or comparable legislation of any province of Canada imposing a goods and services, sales or other value-added tax.

"**Sales Taxes**" means all taxes imposed under Sales Tax Legislation.

"**SAR Assets**" means those assets listed in Schedule "A" hereto.

"**Transaction**" means the transaction of purchase and sale contemplated by this Agreement.

"**Transfer Taxes**" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including Sales Taxes but excluding any taxes imposed or payable under the Income Tax Act and any other applicable income tax legislation.

"**Transition Services Agreement**" means an agreement between the Purchaser and the Vendor (which for purposes of the Transition Agreement shall include and be binding upon a receiver or trustee in bankruptcy of the Vendor pursuant to the Approval and Vesting Order or other order of the Court acceptable to the Purchaser), pursuant to which the Vendor shall provide the Purchaser, at the Purchaser's expense, with such transition services as may reasonably be requested by the Purchaser after the Closing Date to give effect to the transaction contemplated by this Agreement, including without limitation, to continue the employment of any Transition Employees after the Closing Date as may be requested by the Purchaser.

"**Transition Employees**" means the Employees of the Vendor designated by the Purchaser not less than ten Business Days before the Closing Date to remain employed by the Vendor after the Closing Date, for the period(s) and on the terms set out in the Transition Services Agreement.

"**Vendor**" has the meaning set out in the recitals hereto.

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 1.3 General Construction.

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

Section 1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to $ are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

Section 1.7 Schedules

The following Schedules are incorporated in and form part of this Agreement:

Schedule "A" – SAR Assets

Schedule "B" – KACST Related Assets

Schedule “C” – Excluded Assets

Schedule "D" – Permitted Encumbrances

Schedule "E" – Form of Approval and Vesting Order

Schedule "F" – Form of Monitor's Certificate

Schedule "G" – Purchase Price Allocation

ARTICLE 2
SALE AND PURCHASE AND ASSIGNMENT

Section 2.1 Sale and Purchase of Assets

Subject to the terms and conditions hereof, at the Closing Time, the Vendor hereby agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances) pursuant to the Approval and Vesting Order.

Section 2.2 Assignment of Contracts

In the event that there are any Contracts which are not assignable in whole or in part without the consent, approval or waiver of another party or parties to them and such consents, approvals or waivers have not yet been obtained as of the Closing Date, then:

(a) nothing in this Agreement will be construed as an assignment of any such Contract (each a "**Consent Required Contract**");

(b) until the Approval and Vesting Order is granted, the Vendor shall use its commercially reasonable efforts to obtain any such consent, approval or waiver and the Purchaser shall provide its reasonable cooperation to assist the Vendor in obtaining any such consent, approval or waiver;

(c) if any consent, approval or waiver is not obtained for any Consent Required Contract prior to the service of the motion for the Approval and Vesting Order, the Purchaser may request that the Vendor bring a motion to the Court for issuance of an Assignment Order with respect to such Consent Required Contracts together with the motion for the Approval and Vesting Order; and

(d) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained or the assignment of such Contract has been ordered by the Court, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing.

With respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the Purchaser shall pay the applicable Cure Costs, if any, related to such Consent Required Contract on Closing.

Section 2.3 "As is, Where is"

The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an "as is, where is" basis as they shall exist as at the Closing Time. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets. No representation, warranty or condition is expressed or can be implied as to title, Encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. Except as otherwise provided in Section 4.2, no representation, warranty or condition has or will be given by the Vendor concerning completeness or accuracy of such descriptions.

Section 2.4 Assumed Obligations

The Purchaser shall assume and perform, discharge and pay when due the following obligations and liabilities of the Vendor (the "**Assumed Obligations**") after the Closing:

(a) all debts, liabilities and obligations under the Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time;

(b) the obligation and liability of the Vendor to pay Cure Costs, if any, in respect of any Contract; and

(c) all debts, liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time.

Section 2.5 Excluded Obligations

Other than the Assumed Obligations, the Purchaser shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any debts, liabilities or other obligations of the Vendor, including, without limiting the generality of the foregoing:

(a) all debts, liabilities, obligations or Claims related to any Benefit Plans, Employees or any Excluded Asset;

(b) all debts, liabilities and obligations related to any Purchased Asset arising out of or related to the period prior to the Closing Time;

(c) all obligations and liabilities owing by the Vendor to any Affiliate;

(d) all debts, liabilities and obligations for or related to any obligation for any taxes that are not expressly assumed by the Purchaser; and

(e) all debts, liabilities and obligations of the Vendor arising under this Agreement (other than any Transfer Taxes that may be imposed on the Vendor in accordance with Section 3.3).

ARTICLE 3
PURCHASE PRICE

Section 3.1 Purchase Price

The Purchaser shall pay the Purchase Price to the Monitor on behalf of the Vendor in accordance with Section 3.2. The Purchase Price shall be allocated on Closing amongst the Purchased Assets in accordance with the allocation set out on Schedule "F", provided that such allocation may be amended by the Purchaser, on written notice to the Vendor, prior to Closing. The Purchaser and Vendor agree that they will make all relevant tax and other filings in accordance with such Purchase Price allocation. For greater certainty, the value of the Assumed Obligations has been taken into account with respect to the determination of the aggregate Purchase Price payable pursuant to this Article 3 and the assumption of such Assumed Obligations by the Purchaser does not constitute separate or additional consideration hereunder in respect of the Purchased Assets.

Section 3.2 Satisfaction of Purchase Price

The Purchase Price is to be paid and satisfied as follows:

(a) the sum of $150,000.00 has been paid by the Purchaser to the Monitor as a deposit (the "**Deposit**") to be held in trust until the Closing Date and credited, at that time, towards the Purchase Price payable on Closing; and

(b) provided that all conditions precedent to Closing have been satisfied or waived in accordance with Article 6, the balance of the Purchase Price, after crediting the Deposit, shall be paid and satisfied on Closing by wire transfer in immediately available funds paid to the Monitor or as the Monitor may direct in writing, provided that the Purchaser may also satisfy such balance of the Purchase Price, in part or in whole, by release of its claim to any amount, or any portion of any amount, to be repaid in respect of the Vendor's indebtedness to the Purchaser under the Interim Lending Facility.

Section 3.3 Transfer Taxes

The Parties agree that:

(a) the Purchase Price is exclusive of any and all Transfer Taxes and any Transfer Taxes incurred or imposed in connection with the purchase and sale of the Purchased Assets contemplated by this Agreement (including for greater certainty where the election pursuant to section 167 of the Excise Tax Act contemplated in paragraph (b) is not or cannot be validly made) shall be borne by the Purchaser and the Parties agree to attend to the remittance thereof in accordance with Applicable Law; and

(b) if applicable, at the request of the Purchaser, the Vendor agrees to jointly pursuant to section 167 of the Excise Tax Act, provided that such election shall prepared by the Purchaser and filed by the Purchaser in prescribed form and within the time limits contained in the Excise Tax Act with the appropriate Government Authority. The Purchaser shall indemnify the Vendor for any Sales Tax, interest and penalties applicable to the Vendor caused by or relating to the Purchaser's failure to file such valid election or where such election cannot or is not validly made. If applicable, and if requested by the Purchaser, the Vendor shall make a joint election(s) to have the rules in subsection 20(24) of the Income Tax Act, and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply to the obligations of the Vendor in respect of undertakings which arise from the operation of the business to which the Purchased Assets related and to which paragraph 12(1)(a) of the Income Tax Act applies.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Section 4.1 Purchaser's Representations

The Purchaser represents and warrants to the Vendor as of the date hereof and acknowledges that, as of the Closing Time, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

(a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder;

(b) the Purchaser has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder;

(c) neither the execution of this Agreement nor the performance by the Purchaser of the Transaction will violate the Purchaser's constating documents, any agreement to which the Purchaser is bound, any judgment or order of a court of competent jurisdiction or any Governmental Authority, or any Applicable Law. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement is a valid and binding obligation of the Purchaser enforceable in accordance with its terms; and

(d) the Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

Section 4.2 Vendor's Representations

The Vendor represents and warrants to the Purchaser as of the date hereof and as of the Closing Time as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) the Vendor is a corporation duly incorporated, organized and subsisting under the laws of its respective jurisdiction of incorporation;

(b) the Vendor is not a non-resident of Canada for purposes of the Income Tax Act;

(c) as of the date hereof, to the best of the Vendor's actual knowledge, and without investigation, no notices of termination have been received by the Vendor under any customer or vendor contracts of the Vendor;

(d) subject to obtaining the Approval and Vesting Order and, if applicable, the Assignment Order, the Vendor have the requisite power and authority to enter into this Agreement and to complete the Transaction contemplated hereunder; and

(e) no Affiliate of the Vendor has any right, title or interest in or to the Purchased Assets that will not be vested out by the Approval and Vesting Order.

Section 4.3 Limitations

With the exception of the Vendor's representations and warranties in Section 4.2 and the Purchaser's representations and warranties in Section 4.1, neither of the Vendor or the Purchaser, or their respective Representatives, nor any of their respective officers, directors or Employees make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendor, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement.

ARTICLE 5
COVENANTS

Section 5.1 Conduct of Business in the Ordinary Course

(1) The Vendor shall use commercially reasonable efforts to conduct its business in the Ordinary Course of Business except to the extent required to allow the Vendor to comply with its obligations under this Agreement, subject in all cases to any limitation imposed by being subject to CCAA Proceedings and any Court order.

(2) Without limiting the generality of Section 5.1(1), the Vendor shall:

(a) remain in possession of the Purchased Assets until Closing, use the Purchased Assets only in the Ordinary Course of Business and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions, modifications or maintenance in the Ordinary Course of Business;

(b) not dispose of any of the Purchased Assets, without the prior written consent of the Purchaser,

(c) not disclaim any Contract that is materially applicable to the Purchased Assets without the prior written consent of the Purchaser; and

(d) not enter into any material contract or other material written agreement in respect of any of the Purchased Assets; except, in each case, with the prior written consent of the Purchaser, such consent not to be unreasonably withheld, or an order of the Court, and provided that such consent of the Purchaser shall be deemed to have been given with respect to any request for such a consent to which the Purchaser fails to respond within five (5) Business Days after such request is made.

(3) Subject to Applicable Law, until the Closing Date the Vendor shall (a) upon reasonable notice, permit the Purchaser and its employees, agents, counsel, accountants or other representatives, to have reasonable access during normal business hours to (i) the Purchased Assets, including all Books and Records whether retained by the Vendor or otherwise, (ii) all Contracts, and (iii) the senior personnel of the Vendor, so long as the access does not unduly interfere with the ordinary conduct of the Vendor's business; and (b) furnish to the Purchaser or its employees, agents, counsel, accountants or other such representatives such financial and operating data and other information with respect to the Purchased Assets as the Purchaser from time to time reasonably requests.

(4) The Vendor, with the assistance of the Monitor, shall provide an estimate of the total amount payable by the Purchaser on Closing, including the Purchase Price and any Cure Costs, to the Purchaser and all other interested parties one week prior to the bid deadline.

Section 5.2 Actions to Satisfy Closing Conditions

The Vendor agrees to take all commercially reasonable actions so as to ensure compliance with all of the conditions set forth in Section 6.1 and Section 6.3.

ARTICLE 6
CONDITIONS PRECEDENT

Section 6.1 Conditions Precedent in favour of the Purchaser

(1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed:

(a) all representations and warranties of the Vendor contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;

(b) the Vendor shall have performed in all material respects its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 7.3;

(c) all stays of proceedings provided for in the CCAA Proceedings, including in any Court orders granted therein, shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not materially prejudicial to the Purchaser or which does not materially adversely affect the Purchaser's rights under this Agreement or the Purchased Assets;

(d) the GoC Consent Condition shall have been satisfied; and

(e) the Vendor shall have entered into a Transition Services Agreement on terms acceptable to the Purchaser, acting reasonably.

(2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 6.1 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 6.1 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

Section 6.2 Conditions Precedent in favour of the Vendor

(1) The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed:

(a) all representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date; and

(b) the Purchaser shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 7.2.

(2) The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 6.2 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in Section 6.2 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

Section 6.3 Conditions Precedent in favour of both the Purchaser and the Vendor

(1) The obligations of the Vendor and the Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed:

(a) the Approval and Vesting Order shall have been obtained and shall not have been stayed, varied, or vacated;

(b) the Transition Services Agreement shall have been approved by the Court, including without limitation an order making the Transition Services Agreement binding on a trustee in bankruptcy of the Vendor;

(c) no order shall have been issued by a Governmental Authority which restrains or prohibits the completion of the Transaction; and

(d) no motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

(2) The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser. If the conditions set out in this Section 6.3 are not satisfied performed or mutually waived on or before the Outside Date, any Party shall have the option to terminate this Agreement upon written notice to the other Parties.

ARTICLE 7
CLOSING

Section 7.1 Closing

Subject to the conditions set out in this Agreement, the completion of the Transaction shall take place at the Closing Time at the Vancouver offices of Bennett Jones LLP, or as otherwise determined by mutual agreement of the Parties in writing and the Parties shall exercise commercially reasonable efforts to cause Closing to occur at the Closing Time.

Section 7.2 Purchaser's Deliveries on Closing

At or before the Closing Time, the Purchaser shall execute and deliver, or arrange for the delivery, as the case may be, to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

(a) the Purchase Price in accordance with Section 3.2;

(b) payment of Transfer Taxes required by Applicable Law to be collected by the Vendor, and, if applicable, the election referred to in Section 3.3(b) executed by the Purchaser;

(c) an executed assignment and assumption agreement evidencing the assumption by the Purchaser of the Assumed Obligations;

(d) an executed assignment agreement evidencing the assumption by the Purchaser of all Intellectual Property;

(e) an executed Transition Services Agreement, in a form satisfactory to the Purchaser and the Vendor, each acting reasonably;

(f) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and

(g) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

Section 7.3 Vendor's Deliveries on Closing

At or before the Closing Time, the Vendor shall execute and deliver, or arrange for the delivery, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;

(b) the Approval and Vesting Order;

(c) a bill of sale for the Purchased Assets, in a form satisfactory to the Purchaser, acting reasonably;

(d) an executed assignment and assumption agreement evidencing the assignment by the Vendor of the Assumed Obligations to the Purchaser;

(e) an executed assignment agreement evidencing the assignment by the Vendor of all Intellectual Property to the Purchaser;

(f) an executed Transition Services Agreement, in a form satisfactory to the Purchaser and the Vendor, each acting reasonably;

(g) a true and complete copy of all Assignment Orders, if applicable, entered by the Court;

(h) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor have performed in all material respects the covenants to be performed by them prior to the Closing Time;

(i) if applicable, the election referred to in Section 3.3(b) executed by the Vendor;

(j) the executed Monitor's Certificate; and

(k) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

Section 7.4 Possession of Assets

(1) On Closing, the Purchaser shall take possession of the Purchased Assets where situated at Closing. The Purchaser acknowledges that the Vendor has no obligation to deliver physical possession of the Purchased Assets to the Purchaser. In no event shall the Purchased Assets be sold, assigned, transferred or sent over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied or waived by the Purchaser or Vendor, as applicable, and the Purchaser has satisfied all delivery requirements outlined in Section 7.2. The Purchaser shall promptly notify the Vendor of any Excluded Assets which may come into the possession or control of the Purchaser, whether before or after Closing, and thereupon shall promptly release such Excluded Assets to the Vendor, or to such other Person as the Vendor may direct in writing and, for greater certainty, title shall not be deemed to vest to the Purchaser in respect of any Excluded Assets.

(2) The Purchased Assets shall be and remain until Closing at the risk of the Vendor. In the event of material (exceeding $100,000**)** damage by fire or other hazard to the Purchased Assets or any part thereof occurring before the Closing Date, the Vendor shall immediately advise the Purchaser thereof by notice in writing and the Purchaser may then, at its option, the Purchaser may decline to complete the Transaction. Such option will be exercised within 10 days after notification to the Purchaser by the Vendor of the occurrence of damage or destruction (or prior to the Closing Date if such occurrence takes place within 10 days of the Closing Date) in which event this Agreement will be terminated automatically and the Purchaser will be entitled only to a return of the Deposit, but without any other compensation. If the Purchaser does not exercise such option, it will complete the Transaction contemplated herein and will be entitled to an assignment of the proceeds of insurance, if any, referable to such damage or destruction. Where any damage or destruction is not material (not exceeding $100,000), the Purchaser will complete the Transaction and will be entitled to an assignment of the proceeds of insurance, if any, referable to such damage or destruction provided that such damage or destruction is insured or, otherwise, to an agreed abatement.

Section 7.5 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct or as mutually agreed by the Vendor and the Purchaser.

Section 7.6 Termination

(1) This Agreement shall automatically terminate at any time prior to the Closing Time by mutual written agreement of the Vendor and the Purchaser and on consent of the Monitor.

(2) This Agreement may be terminated at any time prior to the Closing Time upon the occurrence of any of the following:

(a) a condition precedent has not been satisfied or waived pursuant to and in accordance with Article 6 and a Party entitled to terminate this Agreement as a result thereof has delivered written notice of termination pursuant to Article 6 (provided that the terminating Party has not failed to satisfy a closing condition under this Agreement); or

(b) Closing shall not have occurred on or prior to the Outside Date in accordance with Section 6.3 and any of the Parties shall have delivered written notice of termination to the other Parties terminating this Agreement as a result thereof (provided that the terminating Party has not failed to satisfy a closing condition under this Agreement).

Section 7.7 Effects of Termination and Closing

(1) If this Agreement is terminated pursuant to Section 7.6, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other except for the provisions of this Section 7.7 (Effects of Termination and Closing), each of which will survive termination, and the Purchaser will be entitled to have the Deposit returned without deduction.

(2) If the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In that event, the Deposit made by the Purchaser will be forfeited to the Vendor and the Purchased Assets may be resold by the Vendor. Other than the Deposit, the Purchaser will have no further liability whatsoever, including for any deficiency arising upon any resale by the Vendor or any and all other damages or charges occasioned by or resulting from the default by the Purchaser.

(3) Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the transactions contemplated herein.

ARTICLE 8
GENERAL

Section 8.1 Access to Books and Records

For a period of two years from the Closing Date or for such longer period as may be reasonably required for the Vendor (or any trustee in bankruptcy of the estate of the Vendor) to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendor (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendor, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

Section 8.2 Notice

(1) Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

(a) in the case of the Purchaser, as follows:

1262743 B.C. Ltd.
Suite 3907 – 1788 Gilmore Ave.
Burnaby, British Columbia V5C 0L5

Attention: Scott Larson
Email: slarson@intllaunch.com

With a copy to:

Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Attention: Ian Aversa and Sam Babe
Email: iaversa@airdberlis.com / sbabe@airdberlis.com

(b) in the case of the Vendor, as follows:

UrtheCast Corp.

Attention: Don Osborne and Sai Chu
Email: dosborne@urthecast.com / schu@urthecast.com

With a copy to:

Bennett Jones LLP
2500-666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention: Christian Gauthier and Jesse Mighton
Email: GauthierC@bennettjones.com / MightonJ@bennettjones.com

(c) in each case, with a further copy to the Monitor, as follows:

Ernst & Young Inc.
700 West Georgia Street
Vancouver, British Columbia
V7Y 1C7

Attention: Philippe Mendelson and Mike Bell
Email: philippe.mendelson@ca.ey.com / mike.bell@ca.ey.com

(2) Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if

transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

(3) Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

Section 8.3 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser.

Section 8.4 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

Section 8.5 Personal Information

The Purchaser hereby acknowledges that it is aware, and that it will advise its Representatives, that privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada), applies to certain information that may be disclosed to the Purchaser and its Representatives pursuant to this Agreement and/or the Transaction. The Purchaser agrees to comply, and cause its Representatives to comply, with such privacy legislation in connection with any such information disclosed to it or any of them.

Section 8.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 8.7 Entire Agreement

This Agreement, the attached Schedules hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by all of the Parties.

Section 8.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

Section 8.9 Governing Law

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 and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court.

Section 8.10 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

Section 8.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 8.12 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

Section 8.13 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no liability to the Parties in connection therewith. The Parties further acknowledge and agree that (i) upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived (other than the payments contemplated in Section 3.2 and the delivery of the executed Monitor's Certificate), the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that all such funds have been received, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

Section 8.14 Monitor's Capacity

The Vendor and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendor, will have no liability, in its personal capacity or otherwise, in connection with this Agreement whatsoever as Monitor.

[*The remainder of this page has been left intentionally blank*]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

PURCHASER:

1262743 B.C. LTD.

By: ______________________

Name: Scott Larson
Title: President

VENDOR:

URTHECAST CORP.

By: ______________________

Name:
Title:

SCHEDULE "A"
SAR ASSETS

1. Source code (SW and FW) for AICU, DRFU, OBP and SOAP (See Appendix 2)

2. Manufacturing packages (See Appendix 3)

3. SAR Development Tools and Models (See Appendix 4)

4. Design documentation (See Appendix 5)

5. User manuals (See Appendix 6)

6. Patents (See Appendix 7)

7. On Board Processing (OBP) Development station and development boards (see Appendix 8)

8. Payload design workstations – 3x Solidworks workstations, 2x RF modelling workstations (for OBP workstations see Appendix 8)

9. Current hardware used for ongoing development and test

   (a) DRFU EM boards (x2) and backplane (x1) currently used for development.

   (b) AICU EM boards (x2) & backplane (x1) currently used for development.

   (c) Spare Corporate Feed Assemblies (CFAs) for both EM001 and EM002 designs

   (d) Left over consumables

10. Historical hardware

   (a) Antenna early prototypes including Corporate Feed Assemblies (CFAs)

   (b) DRFU prototype boards used for Flatsat (reduced IO, using Virtex 7 FPGA rather than US+)

   (c) Transmit Receive Module (TRM) breadboards (x3) used for Flatsat testing. Not compatible with EM payload.

   (d) Intermediate Frequency Control Unit (IFCU) breadboard used for Flatsat testing. Not compatible with EM payload.

   (e) Antenna early prototypes of cores (P0, P2) and various other samples / test coupons

11. Various Ground Support Equipment (GSE)

   (a) Hardline payload panel (reproduces antenna interface to allow EM electronics to be assembled and tested as a system without thermal constraints of real antenna)

   (b) Wideband delay line for radar tests

(c) Antenna assembly jigs and GSE

(d) CFA test jigs

(e) DRFU and AICU assembly jigs & GSE

(f) 2nd portrait trolley (holding two payload panels or antennas side-by-side)

(g) Small manual crane (hoist intended for car engines, used for antenna and payload lifting)

(h) "Plastic payload" and supporting table – mock-up used for cable routing

(i) Mass representative models of TRMs and IFCU (used for modal test)

(j) NI box computer (used as PDHU until emulator was developed)

(k) Stereovision scope

(l) RF cables (for test)

(m) Phase shifters and unequal splitters used for range test (17 X-band, 17 L-band)

12. Lab furniture & fittings

(a) ESD safe flooring (tiles, removable)

(b) Electronics workstation desks x8

(c) ESD safe chairs x2

(d) RF absorber anechoic wall

(e) Various benches, shelving

13. Lab tool chest – comprehensive kit of hand tools and small power tools

14. Small library of technical books and papers

15. Small prefab cleanroom (brand new) currently in storage

APPENDIX 1
TO SCHEDULE "A" – ASSUMED CONTRACTS

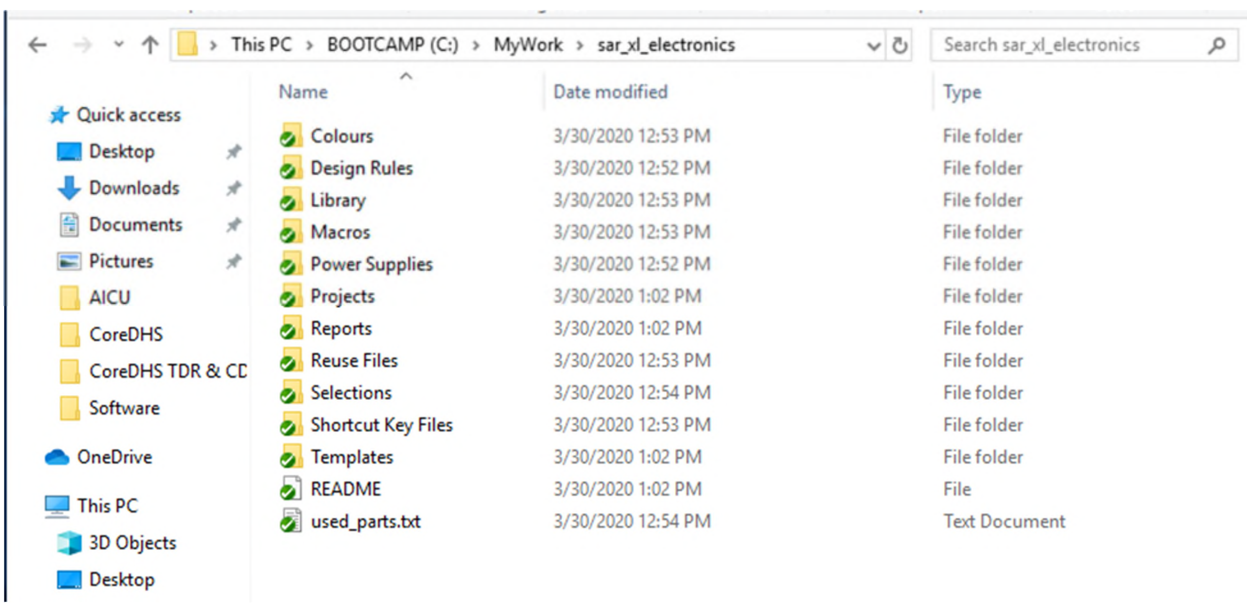
Customer	Description	Contract amount Cdn$	Comments	Status	Type
CSA	CSA STDP On Board Processing	$1,000,000	Contract signed - underway, ~$650 K invoiced to date, will end March 2021	Ongoing	Contribution Agreement
CSA	CSA EOSC Study	$350,000	Contract signed and underway (approx. $50K invoiced to date) - options for a further $650 K	Ongoing	Contract
DND	DG Space Stream 1 Fixed portion	$692,661 including $500k option	192K first task completed, option for up to $500 K additional task, in process of defining $500 K task for the Phase A for the demo mission	Ongoing	Contract

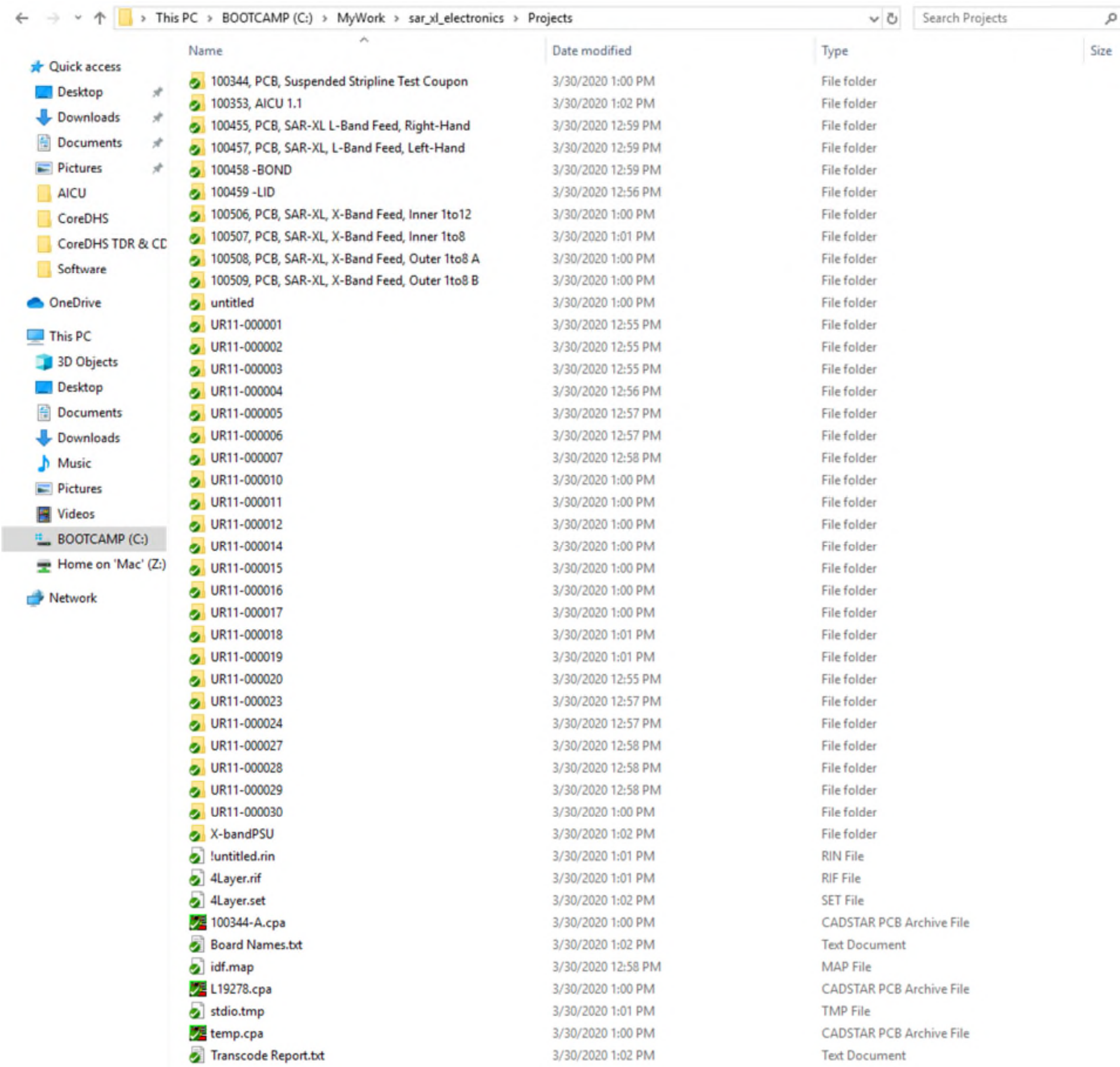
APPENDIX 2
TO SCHEDULE "A" – SOURCE CODE ITEMS

I. SAR-XL modules software:

1. AICU software
2. DRFU software
3. AICU/DRFU Common library
4. TRM/IFCU Prototype software
5. PDHU software

II. Software Releases with binary artifacts (software/firmware)





III. EGSE Software:

1. TRM/IFCU CAN protocol test software
2. Daedalus test scripts
3. Equipment Control
4. Python common library
5. CANbus support library
6. CanSu2 library

7. SAR-DB generator

IV. Documentation git repository

V. On Board Processing (and Self Cueing) Source Code

Folder Name	Content	Description
.SimulinkProject		Metadata for Matlab SVN
R03_data		Intermediate data that MATLAB/Sysgen/Firmware uses
	F_sysgen_data	Data needed for sysgen models
	D_refs_data	Data needed for reference simulator
	B_tstsim_data	Test data needed by simulator
	A_conf_data	Configuration data
	G_test_data	Test data used by firmware
	E_tstvec_data	Test vectors made and used for sysgen
R03_matlab		MATLAB source code
	r03_tstdat_sim	Test data generator M code
	r03_config_gen	Configuration data generator M code
	r03_test_analysis	Test data analysis M code
	r03_test_vectors	Test time series vector generator
	r03_refs_sim	Reference simulator
R03_sysgen		Sysgen model simulink files
	r03_sysgen_config_common	Config. Handle block
	r03_sysgen_fpga1	Range compression sysgen files
	r03_sysgen_fpga2	Legecy BP azimuth processor sysgen files
	r03_sysgen_system	End to end L-band BP SAR processor
	r03_sysgen_rng_multilook	Range multi look sysgen files
	r03_sysgen_rmvu	Range mapping vectors sysgen files
R03_test_bench	C# source files	Test bench GUI source code
r03_vivado	Vivado and SDK Project	VHDL and FPGA netlist files of L-band SAR Processor

APPENDIX 3
TO SCHEDULE "A" – LIST OF MANUFACTURING PACKAGES (DRAWINGS, BILL OF MATERIALS, ETC.)

The manufacturing data for the EM SAR panels is stored in the UrtheCast PLM system (Aras Innovator). Presented below are Bills of Materials for a pair of SAR panels, one left and one right as output by the PLM. Each line item will include associated manufacturing and/or assembly drawing depending on the type of part (component or assembly).

The server with the Aras PLM software will be delivered as part of the sale. Note that the list below tables include only the two EM panels that have been built. There are a number of other prototype artifacts that have been designed and built that are not explicitly identified here but will be delivered as part of the Aras Server Delivery.

The Table below shows the BOM for the EM-SAR right panel of a panel pair.

Indenture Level						Part Number	Name
0						100562	EM2 - SAR PANEL RIGHT
	1					100432	DIN125, M4, A4
	1					100267	DIN125, M3, A4
	1					100415	DIN912, M3x0.5x6, A4-70
	1					100561	EM2 RADIATOR WITH DOUBLER ASSEMBLY
		2				100432	DIN125, M4, A4
		2				100522	EM2 RADIATOR WITH CORPORATE FEED ASSEMBLY
			3			URC-SPA-ASM-048	CROSS L-BAND ASSEMBLY
				4		UR11-000028	CROSS L-BAND PCB
				4		100523	SMPM SB MALE PCB MOUNT
			3			100524	L-BAND SMPM BULLET
			3			100456	PWA, SAR-XL L-BAND FEED, LEFT-HAND
				4		100457	PCB, SAR-XL L-BAND FEED, LEFT-HAND
					5	100457-X01	PCB, SAR-XL L-BAND FEED, LEFT-HAND - MID
					5	100457-X02	PCB, SAR-XL L-BAND FEED, LEFT-HAND - COVER COMP FAB
					5	100457-X03	PCB, SAR-XL L-BAND FEED, LEFT-HAND - COVER SOLD FAB
				4		100513	JSMA-F-S
				4		100514	JSMPM-M-S
				4		100511	RM-100R-2%-1W5-0603W
				4		100512	RM-50R-2%-1W5-0603W
			3			100454	PWA, SAR-XL L-BAND FEED, RIGHT-HAND
				4		100513	JSMA-F-S
				4		100512	RM-50R-2%-1W5-0603W
				4		100514	JSMPM-M-S

Indenture Level						Part Number	Name
				4		100511	RM-100R-2%-1W5-0603W
				4		100455	PCB, SAR-XL L-BAND FEED, RIGHT-HAND
					5	100455-X01	PCB, SAR-XL L-BAND FEED, RIGHT-HAND-MID
					5	100455-X02	PCB, SAR-XL L-BAND FEED, RIGHT-HAND-COVER SOLD FAB
					5	100455-X03	PCB, SAR-XL L-BAND FEED, RIGHT-HAND-COVER COMP FAB
			3			100558	EM2 - RADIATOR ASSEMBLY
				4		100557	EM2 - CENTRE SECTION POST-BRAZING PART
					5	100545	EM2 - FACE SHEET CENTRE SECTION
					5	URC-SPA-DRW-063	MINI X-BAND CAVITY - PIN HEAD
					5	URC-SPA-DRW-062	FULL SIZE X-BAND CAVITY - PIN HEAD
					5	100537	EM2 - CORE CENTRE SECTION
				4		100548	EM2 - END SECTION POST-BRAZING PART
					5	100547	EM2 - FACE SHEET END SECTION
					5	100538	EM2 - CORE END SECTION
				4		100515	ISO10642 M3x0.5x12 A4-70
				4		100516	DIN7984 M4x0.7x20 A4-70
				4		100433	DIN934 M4x0.7 A4-70
				4		URC-SPA-DRW-060	EM - CONNECTION STRIP
				4		100432	DIN125, M4, A4
				4		100379	LOCTITE EA9394 50 ML AERO DUAL CARTRIDGE
			3			100559	PWA, SAR-XL X-BAND FEED, INNER 1:12
				4		100506	PCB, SAR-XL X-BAND FEED, INNER 1:12
				4		100526	JSMP-M-S
				4		100553	JSMA-F-S
			3			100742	SMP FEMALE TO FEMALE ADAPTER - X-Band Bullet
			3			100743	SMP SB MALE CONNECTOR
			3			100412	DIN912, M2x0.4x8, A4-70
			3			100431	DIN125, M2, A4
			3			100565	PWA, SAR-XL X-BAND FEED, INNER 1:8
				4		100526	JSMP-M-S
				4		100553	JSMA-F-S
				4		100507	PCB, SAR-XL X-BAND FEED, INNER 1:8
			3			100573	PWA, SAR-XL X-BAND FEED, OUTER 1:8 A
				4		100526	JSMP-M-S
				4		100553	JSMA-F-S
				4		100508	PCB, SAR-XL X-BAND FEED, OUTER 1:8 A

Indenture Level						Part Number	Name
			3			100574	PWA, SAR-XL X-BAND FEED, OUTER 1:8 B
				4		100526	JSMP-M-S
				4		100553	JSMA-F-S
				4		100509	PCB, SAR-XL X-BAND FEED, OUTER 1:8 B
			3			100570	EM2 - CENTRE SECTION L-BAND CFA INSERT
			3			100569	EM2 - END SECTION L-BAND CFA EDGE INSERT
		2				100552	EM2 DOUBLER ASSEMBLY - RIGHT
			3			100551	EM2 DOUBLER - RIGHT
			3			100745	F-M3-2, M3x0.5, SS300
		2				100267	DIN125, M3, A4
		2				100429	DIN912, M4x0.7x10, A4-80
		2				100560	ISO10642 M4x0.7x8 A4-70
		2				100416	DIN912, M3x0.5x8, A4-70
		2				100744	ISO10642 M3x0.5x8 A4-70
	1					100556	EM - CENTER FLEXURE
	1					100554	EM - CORNER FLEXURE 1
	1					100555	EM - MIDDLE FLEXURE
	1					100568	EM - CORNER FLEXURE 2
	1					100704	EM2 CONNECTOR SUPPORT
	1					100705	EM2 BULKHEAD 1 BRACKET
	1					100706	EM2 BULKHEAD 2 BRACKET
	1					URC-SPA-ASM-089	DRFU DIGITAL RADIO FREQUENCY UNIT - DRFU ASSEMBLY
		2				100432	DIN125, M4, A4
		2				100267	DIN125, M3, A4
		2				100416	DIN912, M3x0.5x8, A4-70
		2				100429	DIN912, M4x0.7x10, A4-80
		2				URC-SPA-PRT-076	DRFU LID
		2				URC-SPA-PRT-078	BASE PLATE
		2				100415	DIN912, M3x0.5x6, A4-70
		2				100581	SKT HD CAPSCREW, M4 X 20 LG
		2				100583	DIN912, M4x0.7x8, A4-80
		2				100589	ANSIB18.6.3, 4-40, A4
		2				100594	DIN912, M3x0.5x14, A4-70
		2				URC-SPA-PRT-077	BACK PLANE CONNECTOR PLATE
		2				100426	DIN912, M3x0.5x30, A4-70
		2				100423	DIN912, M3x0.5x20, A4-70

Indenture Level						Part Number	Name
		2				100592	DIN912, M3x0.5x18, A4-70
		2				100738	D-SUB CONNECTOR PLATE
		2				100737	BACKPLANE SUPPORT FRAME
		2				100588	CONN ADAPT JACK-JACK SMPM 50 OHM
		2				100587	JACKSCREW, #4-40
		2				100586	DRFU PCA 2.0
			3			UR11-000001-2.0	DRFU PCB 2.0
			3			100143	CT-470U-20%-6V3-45MM-CAPD
			3			100145	CT-680U-10%-6V3-23MM-CAPE
			3			100603	CX-1N-C0G-5%-50V-0402
			3			100690	CX-1U-X5R-10%-25V-0402
			3			100158	CX-1U-X7R-10%-25V-0603
			3			100605	CX-1P2-C0G-10%-25V-0201
			3			100606	CX-3N9-C0G-5%-50V-0603
			3			100164	CX-4N7-C0G-5%-50V-0603
			3			100607	CX-4N7-X7R-10%-50V-0402
			3			100165	CX-4U7-X5R-10%-10V-0603
			3			100608	CX-6N8-C0G-5%-25V-0603
			3			100609	CX-10N-X7R-10%-10V-0201
			3			100610	CX-10N-X7R-10%-50V-0402
			3			100611	CX-10P-C0G-1%-25V-0201
			3			100153	CX-10U-X5R-20%-16V-0603
			3			100155	CX-10U-X7R-10%-16V-1206
			3			100160	CX-22N-X7R-10%-50V-0603
			3			100612	CX-22U-X5R-10%-10V-0805
			3			100161	CX-22U-X5R-10%-25V-1206
			3			100613	CX-27P-C0G-5%-50V-0402
			3			100614	CX-33P-C0G-5%-50V-0402
			3			100615	CX-47N-C0G-5%-25V-0805
			3			100616	CX-47U-X5R-20%-10V-1206
			3			100163	CX-47U-X7R-20%-10V-1210
			3			100617	CX-56P-C0G-1%-50V-0603
			3			100618	CX-100N-X5R-10%-16V-0201
			3			100146	CX-100N-X7R-10%-25V-0402
			3			100619	CX-100P-C0G-5%-25V-0201
			3			100620	CX-100P-C0G-5%-50V-0402
			3			100621	CX-100U-X5R-20%-16V-1210

Indenture Level						Part Number	Name
			3			100156	CX-150P-C0G-5%-50V-0603
			3			100622	CX-220N-C0G-5%-25V-1210
			3			100623	CX-220P-C0G-5%-50V-0201
			3			100624	CX-560P-C0G-5%-50V-0402
			3			100625	DL-LX0603GW-GRN-0603
			3			100169	D-BAS16-SOT23-3
			3			100168	D-BAS21-SOT-23
			3			100170	DS-1N5819HW-SOD-123
			3			100248	DZ-BZT52C5V1-SOD-123
			3			100626	DZ-BZT52C15-SOD123
			3			100627	FL-HPF-50-7900-FV1206-1
			3			100628	FL-LPF-50-1000-FV1206
			3			100629	FL-LPF-50-2250-FV1206
			3			100630	JDBS-F-S-9
			3			100632	JDBS-F-S-37
			3			100631	JDBS-M-S-9
			3			100633	JDBS-M-S-15
			3			100634	JHD-2M54-M-S-2x5
			3			100736	JHD-4M2-M-R-2X3
			3			100635	JSMA-F-S
			3			100636	JSMP-M-S
			3			100637	JSMPM-M-S
			3			100127	722-12
			3			100638	LFB-0A3-0R25-0603
			3			100639	LFB-0A5-0R17-0603
			3			100640	LFB-3A-120R-0603
			3			100187	LFB-2A-220R-0603
			3			100188	LFB-500M-600R-0603
			3			100641	LB-50R-100R-0805
			3			100642	LB-50R-200R-1008
			3			100643	LP-1U-24A-Nonstandard
			3			100174	IRF9310TRPBF
			3			100175	IRL6283MTRPBF
			3			100176	IRLML6401TRPBF
			3			100244	MMBT2222A
			3			100644	RM-0R5-1%-W8-0603
			3			100215	RM-1K-%1-W10-0603

Indenture Level						Part Number	Name
			3			100645	RM-1K-1%-W16-0402
			3			100217	RM-1K5-1%-W16-0402
			3			100216	RM-1K21-1%-W16-0402
			3			100646	RM-1K69-%1-W16-0402
			3			100647	RM-1K91-1%-W10-0402
			3			100648	RM-2K8-%1-W16-0402
			3			100649	RM-2K87-%1-W16-0402
			3			100650	RM-3K57-%1-W16-0402
			3			100651	RM-4K7-1%-W10-0402
			3			100652	RM-4K99-%1-W16-0402
			3			100653	RM-8K25-%1-W10-0603
			3			100206	RM-10K-%1-W10-0603
			3			100654	RM-10K-1%-W10-0402
			3			100655	RM-10K5-%1-W10-0603
			3			100656	RM-12R-1%-W10-0402
			3			100657	RM-13K3-%1-W10-0603
			3			100658	RM-16K2-%1-W5-0603
			3			100222	RM-22R-1%-W16-0402
			3			100659	RM-24K-%1-W10-0603
			3			100660	RM-24R9-1%-W20-0201
			3			100661	RM-25R-2%-1W5
			3			100225	RM-27K-1%-W10-0603
			3			100662	RM-30K1-%1-W10-0603
			3			100663	RM-37K9-%1-W8-0603
			3			100664	RM-40K2-%1-W10-0603
			3			100665	RM-47K-1%-W16-0402
			3			100232	RM-49R9-1%-W10-0402
			3			100666	RM-49R9-1%-W20-0201
			3			100667	RM-59K7-%1-W10-0603
			3			100668	RM-60K4-%1-W10-0603
			3			100669	RM-71K5-%1-W10-0603
			3			100670	RM-100K-1%-W10-0402
			3			100205	RM-100R-1%-W16-0402
			3			100671	RM-100R-1%-W20-0201
			3			100672	RM-120K-%1-W10-0603
			3			100211	RM-121K-%1-W10-0603
			3			100673	RM-127R-1%-W10-0402

A-13

Indenture Level						Part Number	Name
			3			100214	RM-150R-1%-W10-0402
			3			100220	RM-200R-1W-W16-0402
			3			100223	RM-240R-1%-W10-0402
			3			100228	RM-330R-1%-W10-0603
			3			100230	RM-470R-1%-W16-0402
			3			100234	RM-560R-1%-W10-0402
			3			100674	RM-619R-%1-W16-0402
			3			100675	RM-698R-1%-W10-0402
			3			100676	RM-R002-1%-1W-1206
			3			100677	RM-R02-1%-1W-1632
			3			100239	RN-22R-5%-W16-1X4-1206
			3			100200	RK-R02-1%-5W-SMD
			3			100678	RK-R005-1%-3W-3637
			3			100129	74AHCT1G08GW,125
			3			100130	74ALVC164245DGG:11
			3			100133	74LVCH245APW,118
			3			100135	AD7927BRUZ
			3			100679	AD9234BCPZ-1000
			3			100136	ADCLK948BCPZ
			3			100680	AMMP-6220-BLK
			3			100681	DAC38J84IAAV
			3			100171	DS18S20Z+
			3			100190	LM397MF/NOPB
			3			100191	LMK04828BISQE/NOPB
			3			100682	LMX2592RHAT
			3			100683	LTC2449IUHF#PBF
			3			100193	LTM4620AIY#PBF
			3			100194	M2S090T-1FGG484I
			3			100195	MAX1510ETB+T
			3			100196	MAX4376FAUK+T
			3			100251	MAX6034AEXR25+T
			3			100684	MAX6034AEXR41+T
			3			100197	MAX6627MKA#TG16
			3			100685	MGA-725M4-BLK
			3			100198	MT29F256G08AUCABH3-10ITZ:A
			3			100199	MT41K256M16HA-125 IT:E
			3			100686	MTFC32GAKAENA-4M IT

Indenture Level						Part Number	Name
			3			100687	SN65MLVD047APW
			3			100240	SN65MLVD204AD
			3			100241	TJA1051T/3,112
			3			100242	TPS7A4700RGWT
			3			100688	TPS74401RGWT
			3			100689	XCVU7P-FLVB2104-1-I
			3			100249	100M-SMD4
			3			100126	29M4912-SMT4
			3			100121	100M-SMT4
			3			100124	156M25-SMT6
		2				100585	DRFU Backplane PCA 1.0
			3			100690	CX-1U-X5R-10%-25V-0402
			3			100637	JSMPM-M-S
			3			100205	RM-100R-1%-W16-0402
			3			100645	RM-1K-1%-W16-0402
			3			100691	JDIFF-4M-M-S-2X8
			3			100692	JSMA-F-S
			3			100208	RM-10K-1%-W16-0402
			3			100693	TQP4M0008
			3			UR11-000012-1.0	DRFU Backplane PCB 1.0
		2				URC-SPA-PRT-187	DRFU BACKPLANE PEEL-AWAY SHIM
	1					100453	DIN912, M4x0.7x16, A4-80
	1					100741	DIN912, M3x0.5x5, A4-70
	1					100746	DIN912, M4x0.7x14, A4-80
	1					100430	DIN912, M4x0.7x12, A4-80
	1					100752	DIN912, M3x0.5x14, A4-70
	1					100749	IFCU CONTROLLER TIM FOOT PAD
	1					100750	IFCU CHANNEL TIM FOOT PAD
	1					100751	TRM TIM PADS
	1					100748	DRFU TIM RIGHT HAND (PRIME)
	1					100747	DRFU TIM LEFT HAND (REDUNDANT)
	1					100754	DIN912, M4x0.7x40, A4-80
	1					URC-SPA-PRT-183	EM TRM
	1					URC-SPA-PRT-185	EM - IFCU CHANNEL UNIT
	1					URC-SPA-PRT-186	EM - IFCU CONTROLLER/DISTRIBUTION UNIT

The Table below shows the BOM for the EM-SAR left panel of a panel pair.

Indenture Level						Part Number	Name
0						URC-SPA-ASM-026	EM-SAR PANEL LEFT
	1					100432	DIN125, M4, A4
	1					100267	DIN125, M3, A4
	1					100415	DIN912, M3x0.5x6, A4-70
	1					URC-SPA-ASM-020	EM RADIATOR WITH DOUBLER ASSEMBLY
		2				100432	DIN125, M4, A4
		2				URC-SPA-ASM-037	EM Radiator with Corporate feed assembly
			3			URC-SPA-ASM-048	CROSS L-BAND ASSEMBLY
				4		UR11-000028	CROSS L-BAND PCB
				4		100523	SMPM SB MALE PCB MOUNT
			3			100524	L-BAND SMPM BULLET
			3			100755	X-BAND BULLET
			3			URC-SPA-ASM-014	LH CFA L
				4		100523	SMPM SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00021	LH CF PCB
			3			URC-SPA-ASM-016	RH CFA L
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		100523	SMPM SB MALE PCB MOUNT
				4		UR11-00022	RH CF PCB
			3			URC-SPA-ASM-013	LH CFA X/L
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00021	LH CF PCB
				4		100523	SMPM SB MALE PCB MOUNT
				4		100771	SMP SB MALE PCB MOUNT
			3			URC-SPA-ASM-015	RH CFA X_L
				4		100771	SMP SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00022	RH CF PCB
				4		100523	SMPM SB MALE PCB MOUNT
			3			URC-SPA-ASM-023	LH CFA lower X/L
				4		100771	SMP SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00021	LH CF PCB
				4		100523	SMPM SB MALE PCB MOUNT

Indenture Level						Part Number	Name
			3			URC-SPA-ASM-025	RH CFA lower X/L
				4		100771	SMP SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00022	RH CF PCB
				4		100523	SMPM SB MALE PCB MOUNT
			3			URC-SPA-ASM-022	LH CFA upper X/L
				4		100771	SMP SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00021	LH CF PCB
				4		100523	SMPM SB MALE PCB MOUNT
			3			URC-SPA-ASM-024	RH CFA upper X/L
				4		100771	SMP SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00022	RH CF PCB
				4		100523	SMPM SB MALE PCB MOUNT
			3			URC-SPA-ASM-012	EM - RADIATOR ASSEMBLY
				4		URC-SPA-ASM-010	EM - CENTRE SECTION BRAZED ASSEMBLY
					5	URC-SPA-DRW-058	EM - FACE SHEET CENTRE SECTION
					5	URC-SPA-DRW-063	MINI X-BAND CAVITY - PIN HEAD
					5	URC-SPA-DRW-062	FULL SIZE X-BAND CAVITY - PIN HEAD
					5	URC-SPA-DRW-056	EM - CORE CENTRE SECTION
				4		URC-SPA-ASM-011	EM - END SECTION BRAZED ASSEMBLY
					5	URC-SPA-DRW-057	EM - CORE END SECTION
					5	URC-SPA-DRW-059	EM - FACE SHEET END SECTION
				4		100515	ISO10642 M3x0.5x12 A4-70
				4		100516	DIN7984 M4x0.7x20 A4-70
				4		100433	DIN934 M4x0.7 A4-70
				4		URC-SPA-DRW-060	EM - CONNECTION STRIP
				4		100432	DIN125, M4, A4
			3			100756	Spring Finger Gasket
			3			100431	DIN125, M2, A4
			3			100412	DIN912, M2x0.4x8, A4-70
			3			URC-SPA-DRW-081	Corporate Feed Rubber Gasket
		2				URC-SPA-ASM-053	EM Panel Doubler Assembly - Left
			3			URC-SPA-PRT-074	EM Zenith Facesheet Doubler, Left
			3			100817	FHS-M4-8, M4x0.7x8, SS300
			3			100818	FHS-M3-8, M3x0.5x8, SS300

Indenture Level						Part Number	Name
		2				100429	DIN912, M4x0.7x10, A4-80
		2				100267	DIN125, M3, A4
		2				100416	DIN912, M3x0.5x8, A4-70
		2				100744	ISO10642 M3x0.5x8 A4-70
		2				100560	ISO10642 M4x0.7x8 A4-70
	1					100556	EM - CENTER FLEXURE
	1					100554	EM - CORNER FLEXURE 1
	1					100555	EM - MIDDLE FLEXURE
	1					100568	EM - CORNER FLEXURE 2
	1					URC-SPA-PRT-183	EM TRM
	1					URC-SPA-PRT-186	EM - IFCU CONTROLLER/DISTRIBUTION UNIT
	1					100704	EM2 CONNECTOR SUPPORT
	1					URC-SPA-PRT-177	EM BULKHEAD 1 BRACKET
	1					URC-SPA-PRT-178	EM BULKHEAD 2 BRACKET
	1					URC-SPA-PRT-185	EM - IFCU CHANNEL UNIT
	1					URC-SPA-ASM-089	DRFU DIGITAL RADIO FREQUENCY UNIT - DRFU ASSEMBLY
		2				100432	DIN125, M4, A4
		2				100267	DIN125, M3, A4
		2				100416	DIN912, M3x0.5x8, A4-70
		2				100429	DIN912, M4x0.7x10, A4-80
		2				URC-SPA-PRT-076	DRFU LID
		2				URC-SPA-PRT-078	BASE PLATE
		2				100415	DIN912, M3x0.5x6, A4-70
		2				100581	SKT HD CAPSCREW, M4 X 20 LG
		2				100583	DIN912, M4x0.7x8, A4-80
		2				100589	ANSIB18.6.3, 4-40, A4
		2				100594	DIN912, M3x0.5x14, A4-70
		2				URC-SPA-PRT-077	BACK PLANE CONNECTOR PLATE
		2				100426	DIN912, M3x0.5x30, A4-70
		2				100423	DIN912, M3x0.5x20, A4-70
		2				100592	DIN912, M3x0.5x18, A4-70
		2				100738	D-SUB CONNECTOR PLATE
		2				100737	BACKPLANE SUPPORT FRAME
		2				100588	CONN ADAPT JACK-JACK SMPM 50 OHM
		2				100587	JACKSCREW, #4-40
		2				100586	DRFU PCA 2.0

Indenture Level						Part Number	Name
			3			UR11-000001-2.0	DRFU PCB 2.0
			3			100143	CT-470U-20%-6V3-45MM-CAPD
			3			100145	CT-680U-10%-6V3-23MM-CAPE
			3			100603	CX-1N-C0G-5%-50V-0402
			3			100690	CX-1U-X5R-10%-25V-0402
			3			100158	CX-1U-X7R-10%-25V-0603
			3			100605	CX-1P2-C0G-10%-25V-0201
			3			100606	CX-3N9-C0G-5%-50V-0603
			3			100164	CX-4N7-C0G-5%-50V-0603
			3			100607	CX-4N7-X7R-10%-50V-0402
			3			100165	CX-4U7-X5R-10%-10V-0603
			3			100608	CX-6N8-C0G-5%-25V-0603
			3			100609	CX-10N-X7R-10%-10V-0201
			3			100610	CX-10N-X7R-10%-50V-0402
			3			100611	CX-10P-C0G-1%-25V-0201
			3			100153	CX-10U-X5R-20%-16V-0603
			3			100155	CX-10U-X7R-10%-16V-1206
			3			100160	CX-22N-X7R-10%-50V-0603
			3			100612	CX-22U-X5R-10%-10V-0805
			3			100161	CX-22U-X5R-10%-25V-1206
			3			100613	CX-27P-C0G-5%-50V-0402
			3			100614	CX-33P-C0G-5%-50V-0402
			3			100615	CX-47N-C0G-5%-25V-0805
			3			100616	CX-47U-X5R-20%-10V-1206
			3			100163	CX-47U-X7R-20%-10V-1210
			3			100617	CX-56P-C0G-1%-50V-0603
			3			100618	CX-100N-X5R-10%-16V-0201
			3			100146	CX-100N-X7R-10%-25V-0402
			3			100619	CX-100P-C0G-5%-25V-0201
			3			100620	CX-100P-C0G-5%-50V-0402
			3			100621	CX-100U-X5R-20%-16V-1210
			3			100156	CX-150P-C0G-5%-50V-0603
			3			100622	CX-220N-C0G-5%-25V-1210
			3			100623	CX-220P-C0G-5%-50V-0201
			3			100624	CX-560P-C0G-5%-50V-0402
			3			100625	DL-LX0603GW-GRN-0603
			3			100169	D-BAS16-SOT23-3

Indenture Level						Part Number	Name
			3			100168	D-BAS21-SOT-23
			3			100170	DS-1N5819HW-SOD-123
			3			100248	DZ-BZT52C5V1-SOD-123
			3			100626	DZ-BZT52C15-SOD123
			3			100627	FL-HPF-50-7900-FV1206-1
			3			100628	FL-LPF-50-1000-FV1206
			3			100629	FL-LPF-50-2250-FV1206
			3			100630	JDBS-F-S-9
			3			100632	JDBS-F-S-37
			3			100631	JDBS-M-S-9
			3			100633	JDBS-M-S-15
			3			100634	JHD-2M54-M-S-2x5
			3			100736	JHD-4M2-M-R-2X3
			3			100635	JSMA-F-S
			3			100636	JSMP-M-S
			3			100637	JSMPM-M-S
			3			100127	722-12
			3			100638	LFB-0A3-0R25-0603
			3			100639	LFB-0A5-0R17-0603
			3			100640	LFB-3A-120R-0603
			3			100187	LFB-2A-220R-0603
			3			100188	LFB-500M-600R-0603
			3			100641	LB-50R-100R-0805
			3			100642	LB-50R-200R-1008
			3			100643	LP-1U-24A-Nonstandard
			3			100174	IRF9310TRPBF
			3			100175	IRL6283MTRPBF
			3			100176	IRLML6401TRPBF
			3			100244	MMBT2222A
			3			100644	RM-0R5-1%-W8-0603
			3			100215	RM-1K-%1-W10-0603
			3			100645	RM-1K-1%-W16-0402
			3			100217	RM-1K5-1%-W16-0402
			3			100216	RM-1K21-1%-W16-0402
			3			100646	RM-1K69-%1-W16-0402
			3			100647	RM-1K91-1%-W10-0402
			3			100648	RM-2K8-%1-W16-0402

Indenture Level						Part Number	Name
			3			100649	RM-2K87-%1-W16-0402
			3			100650	RM-3K57-%1-W16-0402
			3			100651	RM-4K7-1%-W10-0402
			3			100652	RM-4K99-%1-W16-0402
			3			100653	RM-8K25-%1-W10-0603
			3			100206	RM-10K-%1-W10-0603
			3			100654	RM-10K-1%-W10-0402
			3			100655	RM-10K5-%1-W10-0603
			3			100656	RM-12R-1%-W10-0402
			3			100657	RM-13K3-%1-W10-0603
			3			100658	RM-16K2-%1-W5-0603
			3			100222	RM-22R-1%-W16-0402
			3			100659	RM-24K-%1-W10-0603
			3			100660	RM-24R9-1%-W20-0201
			3			100661	RM-25R-2%-1W5
			3			100225	RM-27K-1%-W10-0603
			3			100662	RM-30K1-%1-W10-0603
			3			100663	RM-37K9-%1-W8-0603
			3			100664	RM-40K2-%1-W10-0603
			3			100665	RM-47K-1%-W16-0402
			3			100232	RM-49R9-1%-W10-0402
			3			100666	RM-49R9-1%-W20-0201
			3			100667	RM-59K7-%1-W10-0603
			3			100668	RM-60K4-%1-W10-0603
			3			100669	RM-71K5-%1-W10-0603
			3			100670	RM-100K-1%-W10-0402
			3			100205	RM-100R-1%-W16-0402
			3			100671	RM-100R-1%-W20-0201
			3			100672	RM-120K-%1-W10-0603
			3			100211	RM-121K-%1-W10-0603
			3			100673	RM-127R-1%-W10-0402
			3			100214	RM-150R-1%-W10-0402
			3			100220	RM-200R-1W-W16-0402
			3			100223	RM-240R-1%-W10-0402
			3			100228	RM-330R-1%-W10-0603
			3			100230	RM-470R-1%-W16-0402
			3			100234	RM-560R-1%-W10-0402

Indenture Level						Part Number	Name
			3			100674	RM-619R-%1-W16-0402
			3			100675	RM-698R-1%-W10-0402
			3			100676	RM-R002-1%-1W-1206
			3			100677	RM-R02-1%-1W-1632
			3			100239	RN-22R-5%-W16-1X4-1206
			3			100200	RK-R02-1%-5W-SMD
			3			100678	RK-R005-1%-3W-3637
			3			100129	74AHCT1G08GW,125
			3			100130	74ALVC164245DGG:11
			3			100133	74LVCH245APW,118
			3			100135	AD7927BRUZ
			3			100679	AD9234BCPZ-1000
			3			100136	ADCLK948BCPZ
			3			100680	AMMP-6220-BLK
			3			100681	DAC38J84IAAV
			3			100171	DS18S20Z+
			3			100190	LM397MF/NOPB
			3			100191	LMK04828BISQE/NOPB
			3			100682	LMX2592RHAT
			3			100683	LTC2449IUHF#PBF
			3			100193	LTM4620AIY#PBF
			3			100194	M2S090T-1FGG484I
			3			100195	MAX1510ETB+T
			3			100196	MAX4376FAUK+T
			3			100251	MAX6034AEXR25+T
			3			100684	MAX6034AEXR41+T
			3			100197	MAX6627MKA#TG16
			3			100685	MGA-725M4-BLK
			3			100198	MT29F256G08AUCABH3-10ITZ:A
			3			100199	MT41K256M16HA-125 IT:E
			3			100686	MTFC32GAKAENA-4M IT
			3			100687	SN65MLVD047APW
			3			100240	SN65MLVD204AD
			3			100241	TJA1051T/3,112
			3			100242	TPS7A4700RGWT
			3			100688	TPS74401RGWT
			3			100689	XCVU7P-FLVB2104-1-I

Indenture Level						Part Number	Name
			3			100249	100M-SMD4
			3			100126	29M4912-SMT4
			3			100121	100M-SMT4
			3			100124	156M25-SMT6
		2				100585	DRFU Backplane PCA 1.0
			3			100690	CX-1U-X5R-10%-25V-0402
			3			100637	JSMPM-M-S
			3			100205	RM-100R-1%-W16-0402
			3			100645	RM-1K-1%-W16-0402
			3			100691	JDIFF-4M-M-S-2X8
			3			100692	JSMA-F-S
			3			100208	RM-10K-1%-W16-0402
			3			100693	TQP4M0008
			3			UR11-000012-1.0	DRFU Backplane PCB 1.0
		2				URC-SPA-PRT-187	DRFU BACKPLANE PEEL-AWAY SHIM
	1					100453	DIN912, M4x0.7x16, A4-80
	1					100382	DIN934 M3x0.5 A4
	1					100741	DIN912, M3x0.5x5, A4-70
	1					100746	DIN912, M4x0.7x14, A4-80
	1					100430	DIN912, M4x0.7x12, A4-80
	1					100433	DIN934 M4x0.7 A4-70
	1					100752	DIN912, M3x0.5x14, A4-70
	1					100754	DIN912, M4x0.7x40, A4-80
	1					100749	IFCU CONTROLLER TIM FOOT PAD
	1					100750	IFCU CHANNEL TIM FOOT PAD
	1					100751	TRM TIM PADS
	1					100748	DRFU TIM RIGHT HAND (PRIME)
	1					100747	DRFU TIM LEFT HAND (REDUNDANT)

In addition to the Aras PLM, earlier prototyping and development was done using SolidWorks and SolidWorks EPDM. That server will also be delivered as part of the overall delivery. EPDM server contains other prototypes and early iterations of the SAR-XL unit designs that are not detailed here.

Below is the BOM of the MGSE stand used to hold the panels. The manufacturing documents associated with this assembly are in SolidWorks EPDM.

BOM LEVEL		PART NUMBER	DESCRIPTION	QTY.
0		URC-SPA-ASM-060	AAA PANEL TURNOVER FIXTURE	1

BOM LEVEL		PART NUMBER	DESCRIPTION	QTY.
	1	ISO 7380-2	FLANGED SOCKET BUTTON SCREW M8 X 25 (A4)	4
	1	6359K38	BEARING BLOCK	2
	1	13025_m	TEE NUT, M8	40
	1	URC-SPA-PRT-092	INDEX BLOCK	4
	1	DIN-912	CAPSCREW, M8 X 22LG	8
	1	URC-SPA-PRT-087	TEE BRACKET	4
	1	3107T41		4
	1	URC-SPA-PRT-084	INDEXING PIVOT FITTING	2
	1	ISO 7380-2	FLANGED SOCKET BUTTON SCREW M8 X 16 (A4)	25
	1	ISO 7380-2	FLANGED SOCKET BUTTON SCREW M8 X 20 (A4)	8
	1	URC-SPA-PRT-088	SLIDE SUPPORT BEAM	1
	1	URC-SPA-PRT-089	SLIDE PLATE	2
	1	DIN_7991_M8x16	COUNTERSUNK SCREW	4
	1	End cap_12260_m		2
	1	URC-SPA-PRT-090		2
	1	URC-SPA-PRT-091	RUBBER SUPPORT PAD	2
	1	URC-SPA-PRT-083	INDEXING PIVOT PLATE	2
	1	URC-SPA-PRT-093	SHIM	2
	1	4384K62	KNOB	2
	1	91210A520	SET SCREW	4

APPENDIX 4
TO SCHEDULE A – DEVELOPMENT TOOLS AND MODELS

SAR Beams and Modes Tool (Python)

RF model (SystemVue)

Antenna models (CST)

CFA models (HFSS)

Multipaction analysis (Python)

Solder Fatigue analysis code (Python)

APPENDIX 5
TO SCHEDULE A – DESIGN DOCUMENTATION

#	Document Number	Filename	Type	Program
1	UC-PM-PLN-001	Configuration Control Practice.pdf	PA Plan	OptiSAR
2	URC-SPA-RPT-080	SAR XL EM Non-Conformance Summary Report.pdf	Report	OptiSAR
3	URC-SYS-ICD-001	Beams&Modes ICD V1.0.docx	Interface Control Document	OptiSAR
4	URC-SYS-PRS-003	SAR-XL Beams and Modes - Meeting 19Oct2016.pptx	Presentation	OptiSAR
5	URC-SYS-PRS-004	SAR-XL Beams and Modes - GP Update July2016.pptx	Presentation	OptiSAR
6	URC-SYS-REQ-005	SAR-XL Beams&Modes Input Worksheet Rev 1.0.0.xlsx	Requirement Specification	OptiSAR
7	URC-SYS-RLN-001	SAR-XL Beams&Modes Release Manifest Rev 1.0.0.docx	Release Note	OptiSAR
8	URC-SYS-RPT-011	SAR-XL Beams&Modes Power Summary.xlsx	Report	OptiSAR
9	URC-SYS-RPT-014	TRM Power Consumption 10312016-1.xlsx	Report	OptiSAR
10	URC-SPA-TN-086	Automated Design Tool for a Small Dual-Band SAR.pdf	Technote	OptiSAR
11	URC-SPA-TN-157	Beams and Modes Tool Handbook.docx	Technote	OptiSAR
12	URC-SPA-RPT-009	ECO ECR Status.pdf	Report	OptiSAR
13	URC-SPA-PLN-001	SAR-XL Model Philosophy and Verification Approach.pdf	Verification	OptiSAR
14	URC-SPA-TN-148	SAR-XL TRM ICD 2.3 to 2.4 Differences Summary.pdf	Technote	OptiSAR
15	SG-SPA-REQ-015	TRM Specifications.pdf	Requirement Specification	OptiSAR
16	SG-SPA-TN-009	Multipaction Analysis in Slotted Antenna and TRM Interfaces Technote.docx	Technote	OptiSAR
17	SG-SPA-TN-009	Multipaction Analysis in Slotted Antenna and TRM Interfaces Technote.pdf	Technote	OptiSAR
18	URC-SPA-TN-137	TRM PSS CCL TN.pdf	Technote	OptiSAR
19	URC-SPA-TN-137	TRM PSS CCL Technote.docx	Technote	OptiSAR
20	URC-SPA-TN-142	TRM Power Supply Interlock Relay.docx	Technote	OptiSAR

#	Document Number	Filename	Type	Program
21	URC-SPA-TN-165	TRM LISN Replication Tech Note.pdf	Technote	OptiSAR
22	UCM-SPA-DRW-001	- Face Sheet 4x3 SAR Prototype.PDF	Drawing	OptiSAR
23	UCM-SPA-DRW-002	- L-Band Cover Sheet SAR Prototype.PDF	Drawing	OptiSAR
24	UCM-SPA-DRW-003	- Subarray Core 4x3 SAR Prototype.PDF	Drawing	OptiSAR
25	UCM-SPA-DRW-004	- X-Band Dielectric Insert Type 1.PDF	Drawing	OptiSAR
26	UCM-SPA-DRW-005	- X-Band Exciter Pin Head Type 1.PDF	Drawing	OptiSAR
27	UCM-SPA-DRW-006	- X-Band Exciter Pin Assembly Type 1.PDF	Drawing	OptiSAR
28	UCM-SPA-DRW-007	- Face Sheet 4x3 SAR Prototype (Dip Braze).PDF	Drawing	OptiSAR
29	UCM-SPA-DRW-008	- Subarray Core 4x3 SAR Prototype (Dip Braze).PDF	Drawing	OptiSAR
30	UCM-SPA-DRW-009	- X-Band Dielectric Insert Type 2.PDF	Drawing	OptiSAR
31	UCM-SPA-DRW-010	- X-Band Exciter Pin Head Type 2.PDF	Drawing	OptiSAR
32	UCM-SPA-DRW-011	-X-Band Exciter Pin Assembly Type 2.PDF	Drawing	OptiSAR
33	UCM-SPA-DRW-012	- Subarray Core 4x3 SAR Prototype (Dip Braze) ALTERED.PDF	Drawing	OptiSAR
34	UCM-SPA-DRW-013	- Face Sheet 4x3 SAR Prototype (Dip Braze) (Corrected) - Assemble with UCM-SPA-DRW-008.PDF	Drawing	OptiSAR
35	UCM-SPA-DRW-014	- SAR Antenna Prototype Assembly Fixture - Bottom Plate.PDF	Drawing	OptiSAR
36	UCM-SPA-DRW-015	- SAR Antenna Prototype Assembly Fixture - Brick Element.PDF	Drawing	OptiSAR
37	UCM-SPA-DRW-016	- SAR Antenna Prototype Assembly Fixture - Top Plate.PDF	Drawing	OptiSAR
38	UCM-SPA-DRW-017	- SAR Antenna Prototype Adhesive Test Fixture - Test Cavity.PDF	Drawing	OptiSAR
39	UCM-SPA-DRW-018	- SAR Antenna Prototype Adhesive Test Fixture - Test Brick_PCB.PDF	Drawing	OptiSAR
40	UR-SXL-OT-001	TRM EBB and EM Verification Matrix.xlsx	Verification	OptiSAR
41	URC-SXL-TER-001	EBB and EM TRM Test Results.xlsx	Test Report	OptiSAR
42	URC-SPA-TPR-004	TRM EBB Functional Test.docx	Test Procedures	OptiSAR

#	Document Number	Filename	Type	Program
43	URC-SPA-TPR-009	TRM EM Functional Tests-tbd.docx	Test Procedures	OptiSAR
44	URC-SPA-PRS-150	TRM EBB1&2 TER Presentation.pptx	Presentation	OptiSAR
45	URC-SPA-RPT-083	TRM EBB and EM Test Results Matrix.xlsx	Test Report	OptiSAR
46	URC-SPA-TER-004	TRM EBB1,2 Test Results.docx	Test Report	OptiSAR
47	URC-SPA-TER-013	TRM EBB3,4 Test Results -tbd.docx	Test Report	OptiSAR
48	URC-SPA-PRC-004	TRM SARCAN Protocol Test Cases.pdf	Test Plan	OptiSAR
49	URC-SPA-RPT-033	TRM SARCAN Protocol Test Report.pdf	Test Report	OptiSAR
50	URC-SPA-ICD-022	TRM ICD for Quotation Only.pdf	Interface Control Document	OptiSAR
51	URC-SPA-REQ-025	TRM Requirements Specification for Quotation Only.pdf	Requirement Specification	OptiSAR
52	SG-SPA-SOW-005	TRM SOW.pdf	Statement of Work	OptiSAR
53	SG-SPA-SOW-006	IFCU SOW.pdf	Statement of Work	OptiSAR
54	SG-SPA-REQ-022	IFCU Specifications.pdf	Requirement Specification	OptiSAR
55	URC-SPA-ICD-001	IFCU ICD.pdf	Interface Control Document	OptiSAR
56	URC-SPA-ICD-020	Inter-IFCU ICD.docx	Interface Control Document	OptiSAR
57	URC-SPA-ICD-023	FlatSat IFCU ICD.pdf	Interface Control Document	OptiSAR
58	XLS-SPA-TN-004	Intra IFCU Power Cable Technote.pptx	Technote	OptiSAR
59	URC-SPA-DRW-090	IFCU POWER DISTRIBUTION CABLES DRAWING.pdf	Drawing	OptiSAR
60	URC-SPA-TPR-010	IFCU EBB Functional Verification.DOCX	Test Procedures	OptiSAR
61	URC-SPA-TPR-011	IFCU EM Unit Verification-tbd.docx	Test Procedures	OptiSAR
62	URC-SPA-PRS-165	IFCU EBB Test Results Presentation.pptx	Presentation	OptiSAR
63	URC-SPA-RPT-096	IFCU Test Matrix and Data.xlsx	Test Report	OptiSAR

#	Document Number	Filename	Type	Program
64	URC-SPA-RPT-098	IFCU EBB Gain Measurements.xlsx	Report	OptiSAR
65	URC-SPA-TER-011	IFCU EBB Functional Results.docx	Test Report	OptiSAR
66	XLS-SPA-TN-003	IFCU BB Lab Findings.pdf	Technote	OptiSAR
67	URC-SPA-DD-002	DRFU Firmware Design Document.pdf	Design Description	OptiSAR
68	URC-SPA-DD-003	DRFU Design Description.pdf	Design Description	OptiSAR
69	URC-SPA-DD-006	DRFU Software Design Document.pdf	Design Description	OptiSAR
70	SG-SPA-REQ-017	DRFU Specifications.pdf	Requirement Specification	OptiSAR
71	URC-SPA-RPT-062	DRFU to Payload Requirement Trace.xlsx	Report	OptiSAR
72	URC-SPA-ICD-002	DRFU ICD.pdf	Interface Control Document	OptiSAR
73	SG-SPA-TN-011	SAR-XL Coherent Data Sampling.pdf	Technote	OptiSAR
74	URC-SPA-TN-099	SAR-XL DRFU Phase and Amplitude Calibration.pdf	Technote	OptiSAR
75	URC-SPA-TN-101	DRFU FPGA Virtex-7 vs Ultrascale+ Tech Note.pdf	Technote	OptiSAR
76	URC-SPA-TN-107	DRFU FMECA.XLSX	Technote	OptiSAR
77	URC-SPA-TN-149	16nm FinFET Latchups (Working Copy).docx	Technote	OptiSAR
78	URC-SPA-TN-149	16nm FinFET Latchups.docx	Technote	OptiSAR
79	URC-SPA-TN-161	Steering Coefficient Calculation Time.pdf	Technote	OptiSAR
80	URC-SPA-RPT-122	DRFU assembly Procedure (URC-SPA-ASM-089).docx	Report	OptiSAR
81	URC-SPA-OT-050	DRFU Manufacturing Models.zip	CAD	OptiSAR
82	URC-SPA-TPR-013	DRFU2.0 Functional Tests.docx	Test Procedures	OptiSAR
83	URC-SPA-TPR-016	DRFU Interface Inspection Test Procedure -tbd.docx	Test Procedures	OptiSAR
84	URC-SPA-TER-014	DRFU2.0 Test Results -tbd.docx	Test Report	OptiSAR
85	SG-SPA-PRC-002	DRFU Prototype Test Report - Asset Tracking.xlsx	Test Report	OptiSAR

#	Document Number	Filename	Type	Program
86	SG-SPA-RPT-004	DRFU Prototype Test Plan.pdf	Test Report	OptiSAR
87	URC-SPA-PLN-019	DRFU Verification.pdf	Verification	OptiSAR
88	URC-SPA-RPT-045	SAR-XL DRFU ADC Phase and Amplitude Error Test Report.pdf	Test Report	OptiSAR
89	URC-SPA-RPT-068	DRFU Part Radiation Testing.pdf	Test Report	OptiSAR
90	URC-SPA-DD-041	LTC2449 SPI Sensors.docx	Design Description	OptiSAR
91	URC-SPA-RPT-027	SAR-XL DRFU Parts Radiation Testing.pdf	Test Report	OptiSAR
92	SG-SPA-DD-003	AICU Software Design Description.pdf	Design Description	OptiSAR
93	URC-SPA-DD-004	AICU Design Description.pdf	Design Description	OptiSAR
94	URC-SPA-DD-012	AICU Firmware Design Description.pdf	Design Description	OptiSAR
95	URC-SPA-DD-043	Synchronizer Design Description.docx	Design Description	OptiSAR
96	URC-SPA-DD-044	Timekeeping Firmware Design Description.docx	Design Description	OptiSAR
97	SG-SPA-REQ-019	AICU Specifications.pdf	Requirement Specification	OptiSAR
98	URC-SPA-RPT-063	AICU to Payload Requirement Trace.xlsx	Report	OptiSAR
99	URC-SPA-ICD-004	AICU ICD.pdf	Interface Control Document	OptiSAR
100	URC-SPA-TN-104	AICU Power Supply Conducted Emissions.pdf	Technote	OptiSAR
101	URC-SPA-TN-106	AICU FMECA.xlsx	Technote	OptiSAR
102	URC-SPA-TN-151	EM Payload Thermal Control.pdf	Technote	OptiSAR
103	URC-SPA-TN-162	SAR-DB File Structure Design.docx	Technote	OptiSAR
104	URC-SPA-TN-164	SmartFusion2 Sensors Software Model Design.docx	Technote	OptiSAR
105	URC-SPA-TN-167	File System Design, Deployment and Maintenance.docx	Technote	OptiSAR
106	URC-SPA-TN-170	Rules for Telemetry Conversions from Raw to Human-Readable Format.docx	Technote	OptiSAR
107	URC-SPA-TN-171	Telemetry Packetizer Blob Processing.docx	Technote	OptiSAR

#	Document Number	Filename	Type	Program
108	URC-SPA-TN-175	Telemetry Blob Filesystem Item Processing.docx	Technote	OptiSAR
109	URC-SPA-DRW-064	- EM - AICU MIDDLE PLATE.PDF	Drawing	OptiSAR
110	URC-SPA-DRW-065	- EM - AICU BACKPLANE PLATE.PDF	Drawing	OptiSAR
111	URC-SPA-DRW-066	- EM - AICU REAR WALL.PDF	Drawing	OptiSAR
112	URC-SPA-DRW-067	- EM - AICU BACKPLANE WALL.PDF	Drawing	OptiSAR
113	URC-SPA-DRW-068	- EM - AICU SIDEWALL.PDF	Drawing	OptiSAR
114	URC-SPA-DRW-069	- EM - AICU BASEPLATE.PDF	Drawing	OptiSAR
115	URC-SPA-DRW-070	- EM - AICU LID.PDF	Drawing	OptiSAR
116	URC-SPA-RPT-099	AICU thermal hardware assembly instruction.pdf	Report	OptiSAR
117	URC-SPA-AYS-001	EM AICU Thermal Model	Analysis	OptiSAR
118	URC-SPA-TPR-006	EM1.2 Release Test Procedure.pdf	Test Procedures	OptiSAR
119	URC-SPA-TPR-014	EM2.0 Release Test Procedures.docx	Test Procedures	OptiSAR
120	URC-SPA-TPR-014	OptiSAR AICU EM2 Release Test procedure	Test Procedures	OptiSAR
121	URC-SPA-TPR-015	AICU Interface Inspection Test Procedure -tbd.docx	Test Procedures	OptiSAR
122	URC-SPA-TPR-017	AICU Design and Analysis Verification -tbd.docx	Test Procedures	OptiSAR
123	URC-SPA-TPR-019	EM3.0 Release Test Procedures -tbd.docx	Test Procedures	OptiSAR
124	URC-SPA-TPR-020	EM3.1 Release Test Procedures tbd.docx	Test Procedures	OptiSAR
125	URC-SPA-TPR-031	EM4.0 Release Test Procedures -tbd.docx	Test Procedures	OptiSAR
126	URC-SPA-TPR-032	EM4.1 Release Test Procedures-tbd.docx	Test Procedures	OptiSAR
127	URC-SPA-PRS-151	TER-006 EM2.0 Release Test Summary (TPR-014).pptx	Presentation	OptiSAR
128	URC-SPA-TER-005	EM1.2 Release Test Results.pdf	Test Report	OptiSAR
129	URC-SPA-TER-006	OptiSAR AICU EM2 Release Test Results.pdf	Test Report	OptiSAR

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130	URC-SPA-PLN-017	AICU Verification.pdf	Verification	OptiSAR
131	URC-SPA-PRC-007	AICU EM Virtex7 Go-NoGo Test Run.xlsx	Test Report	OptiSAR
132	SG-SPA-TN-013	FPGA Firmware Update Recommendations.docx	Technote	OptiSAR
133	URC-SPA-DD-028	SAR-XL Inter-FPGA Link (IFPGA) Design Description.pdf	Design Description	OptiSAR
134	URC-SPA-DD-029	APB One-Wire Bus Master Peripheral.pdf	Design Description	OptiSAR
135	URC-SPA-OT-004	AICU Budgets.xlsx	Analysis	OptiSAR
136	URC-SPA-PRC-002	AICU Compliance Status.pdf	Verification	OptiSAR
137	URC-SPA-DD-020	Harness Design Description.pdf	Design Description	OptiSAR
138	URC-SPA-REQ-022	Harness Requirement Specification.pdf	Requirement Specification	OptiSAR
139	URC-SYS-TN-015	MLVDS _Test Analysis .docx	Technote	OptiSAR
140	URC-SPA-RPT-124	X-band Cables.pptx	Report	OptiSAR
141	XLS-SXL-TN-004	Cable phase variation.docx	Technote	OptiSAR
142	URC-SPA-TPR-012	Cable Harness Verification-tbd.docx	Test Procedures	OptiSAR
143	URC-SPA-TER-017	Cable Harness Test Results - tbd.docx	Test Report	OptiSAR
144	UR-SPA-SOW-003	SOW for power and digital harness manufacturing.docx	Statement of Work	OptiSAR
145	URC-SPA-RPT-047	Harness connection.xlsx	Report	OptiSAR
146	URC-SPA-TN-102	Grounding Scheme Technote.pdf	Technote	OptiSAR
147	URC-SPA-TN-103	SAR-XL Power Cable Trade Off Budget.xlsx	Technote	OptiSAR
148	XLS-SPA-ASM-001	Harness Assembly Instruction.docx	AIT Instructions	OptiSAR
149	SG-SPA-DD-002	SAR-XL Antenna Preliminary Design.pdf	Design Description	OptiSAR
150	URC-SPA-DD-007	Antenna Design Description and Analysis.pdf	Design Description	OptiSAR
151	URC-SPA-DD-011	AAA Corporate Feed Design Description and Analysis.pdf	Design Description	OptiSAR

#	Document Number	Filename	Type	Program
152	URC-SPA-DD-031	CFA Divider Network Design.xlsx	Design Description	OptiSAR
153	URC-SPA-DD-035	SAR-XL Antenna Array Assembly DD.pdf	Design Description	OptiSAR
154	URC-SPA-OT-047	SAR XL AAA Cable length Mismatch.xlsx	Analysis	OptiSAR
155	URC-SPA-PRS-127	AAA X-Band EM Panel Modeling Beam Steering.pptx	Presentation	OptiSAR
156	URC-SPA-PRS-131	L-Band Element Active Matching Design.pptx	Presentation	OptiSAR
157	URC-SPA-PRS-132	XL Mutual Coupling Modeling.pptx	Presentation	OptiSAR
158	URC-SPA-PRS-133	X-Band Dual Panel Array.pptx	Presentation	OptiSAR
159	URC-SPA-PRS-134	XL Radiators Summary Active Passive Matching.pptx	Presentation	OptiSAR
160	URC-SPA-PRS-136	SAR XL Phased Array Antenna Modeling Beam Steering.pptx	Presentation	OptiSAR
161	URC-SPA-TN-129	SAR XL AAA Multipaction Analysis.docx	Technote	OptiSAR
162	SG-SPA-REQ-018	AAA Requirement Specifications.pdf	Requirement Specification	OptiSAR
163	URC-SPA-RPT-064	AAA to Payload Requirement Trace.xlsx	Report	OptiSAR
164	SG-SPA-TN-003	Small Antenna Quad Polarization.pdf	Technote	OptiSAR
165	UCC-SPA-TN-001	SAR XL AAA Sim_Summary_XL-Band_Straight.docx	Technote	OptiSAR
166	UCC-SPA-TN-002	SAR XL AAA Sim_Summary_X-Band_CoaxFeed.docx	Technote	OptiSAR
167	UCC-SPA-TN-003	SAR XL AAA Sim_Summary_X-Band Tech Note.docx	Technote	OptiSAR
168	UCC-SPA-TN-004	SAR XL AAA Sim_Summary_X-Band_Feed Tech Note.docx	Technote	OptiSAR
169	UCC-SPA-TN-005	SAR XL AAA Sim_Summary_L_Band Tech Note.docx	Technote	OptiSAR
170	UCC-SPA-TN-006	SAR XL AAA Sim_Summary_XL_Band Tech Note.docx	Technote	OptiSAR
171	URC-SPA-TN-002	Mechanical Prototype Development of the SAR-XL Antenna Prototypes.pdf	Technote	OptiSAR
172	URC-SPA-TN-007	SAR-XL Antenna Feed Prototype Development.pdf	Technote	OptiSAR
173	URC-SPA-TN-025	Mechanical Prototype Development - Phase B.pdf	Technote	OptiSAR

#	Document Number	Filename	Type	Program
174	URC-SPA-TN-026	Adhesive Bonding of Brazed Aluminium Tiles.pdf	Technote	OptiSAR
175	URC-SPA-TN-038	X-Band Array Configuration Tradeoff Study.pdf	Technote	OptiSAR
176	URC-SPA-ASM-010	EM Centre Section Brazed Assembly Rev 1.PDF	Drawing	OptiSAR
177	URC-SPA-ASM-011	EM End Section Brazed Assembly Rev 1.PDF	Drawing	OptiSAR
178	URC-SPA-ASM-012	EM Radiator Assembly Rev 1.PDF	Drawing	OptiSAR
179	URC-SPA-ASM-087	L-Band Cavity Test Jig.PDF	Drawing	OptiSAR
180	URC-SPA-DRW-056	Centre Section Rev 1.PDF	Drawing	OptiSAR
181	URC-SPA-DRW-057	End Section Rev 1.PDF	Drawing	OptiSAR
182	URC-SPA-DRW-058	Face Sheet - Centre Section Rev 1.PDF	Drawing	OptiSAR
183	URC-SPA-DRW-059	Face Sheet - End Section Rev 1.PDF	Drawing	OptiSAR
184	URC-SPA-DRW-060	Connection Strip Rev 1.PDF	Drawing	OptiSAR
185	URC-SPA-DRW-062	Full Size X-Band Cavity - Pin Head Rev 1.PDF	Drawing	OptiSAR
186	URC-SPA-DRW-063	Mini X-Band Cavity - Pin Head Rev 1.PDF	Drawing	OptiSAR
187	URC-SPA-PRT-155	Plate.PDF	Model	OptiSAR
188	URC-SPA-SOW-009	Rantec Antennas statement of work EM radiator assembly.pdf	Statement of Work	OptiSAR
189	URC-SPA-PRT-067	Full Size X-Band Cavity - Pin Head Rev 1.X_T	Model	OptiSAR
190	URC-SPA-PRT-068	Mini X-Band Cavity - Pin Head Rev 1.X_T	Model	OptiSAR
191	URC-SPA-PRT-069	Centre Section Rev 1.x_t	Model	OptiSAR
192	URC-SPA-PRT-070	End Section Rev 1.x_t	Model	OptiSAR
193	URC-SPA-PRT-071	Face Sheet - Centre Section Rev 1.x_t	Model	OptiSAR
194	URC-SPA-PRT-072	Face Sheet - End Section Rev 1.X_T	Model	OptiSAR
195	URC-SPA-PRT-073	Connection Strip Rev 1.X_T	Model	OptiSAR

#	Document Number	Filename	Type	Program
196	URC-SPA-TPR-002	AAA Preliminary Tests in BCIT (WIP).docx	Test Procedures	OptiSAR
197	URC-SPA-TPR-003	AAA Radiation Tests (in CIARS-UW) WIP Oct 11.docx	Test Procedures	OptiSAR
198	URC-SPA-TPR-005	AAA Panel Phase Validation Test Procedure.docx	Test Procedures	OptiSAR
199	URC-SPA-TPR-007	Phase Shifters Test Procedures.docx	Test Procedures	OptiSAR
200	URC-SPA-TPR-008	AAA Design and Analysis Verification -tbd.docx	Test Procedures	OptiSAR
201	URC-SPA-TPR-022	AAA Mechanical and Electrical Inspection.docx	Test Procedures	OptiSAR
202	URC-SPA-TER-001	L-Band Single Element RF Bench Test.docx	Test Report	OptiSAR
203	URC-SPA-TER-007	Phase Shifter Test Results.docx	Test Report	OptiSAR
204	URC-SPA-TER-008	AAA L-Band Impedance Test Results (WIP).docx	Test Report	OptiSAR
205	URC-SPA-TER-009	AAA X-Band Impedance Test Results -tbd.docx	Test Report	OptiSAR
206	URC-SPA-TER-015	AAA M&E Interface Inspection Test Results-tbd.docx	Test Report	OptiSAR
207	URC-SPA-TER-016	AAA PPVT Results (in BCIT) Test Results - tbd.docx	Test Report	OptiSAR
208	URC-SPA-TER-018	AAA AAA Radiation Tests (in CIARS-UoW)-tbd.docx	Test Report	OptiSAR
209	SG-SPA-PLN-003	Sub Array Test Plan for P0.pdf	Test Plan	OptiSAR
210	TR-02018-R0	Urthecast Coupon Test Report - Jan 2019.pdf	Test Report	OptiSAR
211	URC-SPA-PLN-004	Sub Array Test Plan (P2).pdf	Test Plan	OptiSAR
212	URC-SPA-PLN-008	Antenna P2 Test Plan.docx	Test Plan	OptiSAR
213	URC-SPA-PLN-012	Antenna P2 Test Plan.docx	Test Plan	OptiSAR
214	URC-SPA-PLN-015	SAR XL Antenna EM Test Plan.docx	Test Plan	OptiSAR
215	URC-SPA-PLN-020	AAA Verification.pdf	Verification	OptiSAR
216	URC-SPA-PLN-028	Rev 1.0 Thermal Development Test Plan.docx	Test Plan	OptiSAR
217	URC-SPA-PLN-029	Contact Pressure Test Plan.pdf	Test Plan	OptiSAR

#	Document Number	Filename	Type	Program
218	URC-SPA-PLN-035	Contact Thermal Conductance Tes Plan.docx	Test Plan	OptiSAR
219	URC-SPA-PRC-003	Antenna P2 Parts Qual.docx	Qualification Plan	OptiSAR
220	URC-SPA-PRS-076	SAR-XL Antenna P2 - UoW Test.pptx	Presentation	OptiSAR
221	URC-SPA-PRS-084	SAR-XL Antenna P2 - UoW Test.pptx	Presentation	OptiSAR
222	URC-SPA-PRS-126	SAR XL EM AAA Phased Array Antenna Test Plan.pptx	Presentation	OptiSAR
223	URC-SPA-REQ-023	AAA External Splitter Requirements.pdf	Requirement Specification	OptiSAR
224	URC-SPA-RPT-006	SFU Array Test.pdf	Test Report	OptiSAR
225	URC-SPA-RPT-072	SAR XL EM AAA Phased Array Antenna Test Plan.xlsx	Test Report	OptiSAR
226	URC-SPA-SOW-003	University of Waterloo Phased Array Antenna Testing.pdf	Statement of Work	OptiSAR
227	URC-SPA-SOW-013	AAA External Splitter Provision Statement of Work A-3.pdf	Statement of Work	OptiSAR
228	URC-SPA-SOW-015	SOW for Near-Field Range Tests at the University of Waterloo.pdf	Statement of Work	OptiSAR
229	URC-SPA-TN-144	Issue1. Heaters Check.docx	Technote	OptiSAR
230	URC-SPA-TN-145	Issue 1 Terminations Thermal Test.docx	Technote	OptiSAR
231	URC-SPA-TPR-035	SAR-XL Doubler-to-Core Contact Pressure Determination.pdf	Test Procedures	OptiSAR
232	URC-SPA-TPR-036	SAR-XL Contact Thermal Conductance TVAC Development Test.pdf	Test Procedures	OptiSAR
233	URC-SPA-TPR-037	Bergquist 3500LV Filler Conductance TVAC Test.docx	Test Procedures	OptiSAR
234	URC-SPA-TPR-041	Nusil CV-2942 Filler Conductance TVAC Test.docx	Test Procedures	OptiSAR
235	URC-SPA-TPR-042	1-Wire Sensors Familiarization v.1.0- 05-29-2018.docx	Test Procedures	OptiSAR
236	XLS-SPA-PLN-001	Issue1. EM Thermal Contincency Plan.docx	Plan	OptiSAR
237	LTR-SMM-2016-0178	Spot Welding Pins in Antennas - Final (Urthecast).pdf	Report	OptiSAR
238	URC-SPA-RPT-013	Metaplast Visit Report - March 17th 2016.docx	Report	OptiSAR
239	URC-SPA-RPT-001	Rantec Visit Report Nov 3rd 2015.docx	Report	OptiSAR

#	Document Number	Filename	Type	Program
240	URC-SPA-RPT-020	Rantec Visit Report June 29th and 30th 2016.pdf	Report	OptiSAR
241	URC-SPA-RPT-022	Corporate Feed Soldering Jig Report.pdf	Report	OptiSAR
242	URC-SPA-ASM-002	Antenna Prototype Assembly Instruction X-band feed pin fitting.pdf	AIT Instructions	OptiSAR
243	URC-SPA-ASM-003	Antenna Prototype Assembly Instruction L-Band cavity PCB fitting with conductive epoxy v1.0.pdf	AIT Instructions	OptiSAR
244	URC-SPA-ASM-004	Antenna Prototype Assembly Instruction L-Band cavity PCB fitting with tape.pdf	AIT Instructions	OptiSAR
245	URC-SPA-ASM-005	Antenna Prototype Assembly Instruction L-Band cover sheet fitting.pdf	AIT Instructions	OptiSAR
246	URC-SPA-ASM-006	Antenna Prototype Assembly Instruction L-Band feed network PCB fitting.pdf	AIT Instructions	OptiSAR
247	URC-SPA-ASM-007	Antenna Prototype Assembly Instruction X-Band feed network PCB fitting.pdf	AIT Instructions	OptiSAR
248	URC-SPA-MIN-009	Technical Discussion on Corporate Feed PCBs with Teledyne UK - Meeting Minutes.docx	Minutes	OptiSAR
249	URC-SPA-PLN-005	Manufacturing Plan for P2.pdf	AIT Plan	OptiSAR
250	URC-SPA-RPT-014	Laser Welding Trials for X-Band Pin Attachment.pdf	Report	OptiSAR
251	URC-SPA-RPT-015	Radial Riveting Trials for X-Band Pin Attachment.pdf	Report	OptiSAR
252	URC-SPA-RPT-017	Crimping of X-Band Pin Heads.pdf	Report	OptiSAR
253	URC-SPA-RPT-019	Assembly of the P2 prototype antenna.pdf	Report	OptiSAR
254	URC-SPA-RPT-035	Corporate feed assembly procedure.pdf	Report	OptiSAR
255	URC-SPA-RPT-114	EM-01 AAA Assembly Instruction.pdf	Report	OptiSAR
256	URC-SPA-RPT-121	EM-02 AAA Assembly Instruction.docx	Report	OptiSAR
257	URC-SPA-TN-018	Dip Brazing Trials.pdf	Technote	OptiSAR
258	URC-SPA-REQ-029	Test Requirement Document for AAA Corporate Feed.pdf	Requirement Specification	OptiSAR
259	URC-SPA-RPT-052	EM Corporate Feed Assembly Supplementary Assembly Metaplast.pdf	Report	OptiSAR
260	URC-SPA-RPT-052	EM Corporate feed assembly supplementary assembly document Metaplast.docx	Report	OptiSAR
261	URC-SPA-RPT-054	Embedded Resistor and Surface Mount Connector Coordinates for Corporate Feed Assemblies URC-SPA-ASM-029 to URC-SPA-ASM-036.xlsx	Report	OptiSAR

#	Document Number	Filename	Type	Program
262	URC-SPA-SOW-012	Statement of Work for the Provision of EM Corporate Feed Assembly PCBs.pdf	Statement of Work	OptiSAR
263	URC-SPA-MIN-007	UrtheCast Meeting Minutes Teledyne.pdf	Minutes	OptiSAR
264	URC-SPA-REQ-019	Test Requirement Document for AAA Corporate Feed.pdf	Requirement Specification	OptiSAR
265	URC-SPA-ICD-016	AAA Corporate Feed PCB ICD.xlsx	Interface Control Document	OptiSAR
266	URC-SPA-RPT-084	CFA re-work Procedure.pdf	Report	OptiSAR
267	URC-SPA-RPT-108	CFA selection rationale.pdf	Report	OptiSAR
268	URC-SPA-RPT-109	X-band CFA selector tool.xlsm	Report	OptiSAR
269	URC-SPA-PLN-030	AAA Corporate Feed PCB Test Procedure	Test Plan	OptiSAR
270	URC-SPA-TPR-001	AAA Corporate Feed Assembly (CFA) Test Procedures.pdf	Test Procedures	OptiSAR
271	URC-SPA-PRS-146	CFA 1st Batch Test Results Presentation.pptx	Presentation	OptiSAR
272	URC-SPA-RPT-081	CFA 1st Batch Output Averages L-Band.xlsm	Report	OptiSAR
273	URC-SPA-RPT-082	CFA 1st Batch Output Averages X-Band.xlsm	Report	OptiSAR
274	URC-SPA-TER-003	CFA 1st Batch Test Report.pdf	Test Report	OptiSAR
275	URC-SPA-PRS-154	CFA 2nd Batch Test Results Presentation.pptx	Presentation	OptiSAR
276	URC-SPA-RPT-085	CFA 2nd Batch Output Averages L-Band.xlsm	Report	OptiSAR
277	URC-SPA-RPT-086	CFA 2nd Batch Output Averages X-Band.xlsm	Report	OptiSAR
278	URC-SPA-TER-010	CFA 2nd Batch Test Report.pdf	Test Report	OptiSAR
279	URC-SPA-PRS-160	CFA 3rd Batch Test Results Presentation.pptx	Presentation	OptiSAR
280	URC-SPA-RPT-090	CFA 3rd Batch Output Averages L-Band.xlsm	Report	OptiSAR
281	URC-SPA-RPT-091	CFA 3rd Batch Output Averages X-Band.xlsm	Report	OptiSAR
282	URC-SPA-PRS-161	CFA 4th Batch Test Results Presentation.pptx	Presentation	OptiSAR
283	URC-SPA-RPT-092	CFA 4th Batch Output Averages L-Band.xlsm	Report	OptiSAR

#	Document Number	Filename	Type	Program
284	URC-SPA-RPT-093	CFA 4th Batch Output Averages X-Band.xlsm	Report	OptiSAR
285	URC-SPA-RPT-111	CFA_Output_Averages_LBand_V2.xlsm	Report	OptiSAR
286	URC-SPA-RPT-112	CFA_Output_Averages_XBand_V2.xlsm	Report	OptiSAR
287	URC-SPA-RPT-113	CFA Mechanical Inspection.xlsx	Report	OptiSAR
288	URC-SPA-TER-024	CFA Overall Test Report.docx	Test Report	OptiSAR
289	URC-SPA-PRS-162	CFA Teledyne Resonance Fixed Boards Test Results Presentation.pptx	Presentation	OptiSAR
290	URC-SPA-RPT-094	CFA Resonance Fixed Boards Output Averages X-Band.xlsm	Report	OptiSAR
291	URC-SPA-RPT-095	CFA Resonance Fixed Boards Output Averages L-Band.xlsm	Report	OptiSAR
292	URC-SPA-PRS-155	Five Reworked CFA Results Presentation.pptx	Presentation	OptiSAR
293	URC-SPA-RPT-087	Five Reworked CFA Output Averages L-Band.xlsm	Report	OptiSAR
294	URC-SPA-TER-019	CFA Test Report of 5 Re-worked boards.pdf	Test Report	OptiSAR
295	URC-SPA-PLN-008	Antenna P2 Test Plan.docx	Test Plan	OptiSAR
296	URC-SPA-PRS-086	URC-SPA-PRS-086Edge & Inter-Panel Gap Effect on the L-band Array.pptx	Presentation	OptiSAR
297	URC-SPA-RPT-002	SAR Antenna Thermal Analysis.pdf	Report	OptiSAR
298	URC-SPA-RPT-003	Antenna Core Structural Report.pdf	Report	OptiSAR
299	URC-SPA-RPT-004	ATA Report SAR Finite Element Modeling and Analysis.pdf	Report	OptiSAR
300	URC-SPA-DD-008	Payload Design Description.pdf	Design Description	OptiSAR
301	UR-SPA-ICD-001	SAR-XL Satellite to Bus ICD.docx	Interface Control Document	OptiSAR
302	URC-SPA-ICD-008	Bus to Payload ICD.pdf	Interface Control Document	OptiSAR
303	SG-SPA-REQ-009	Payload Requirements Specification.pdf	Requirement Specification	OptiSAR
304	URC-SPA-REQ-006	Beams and Modes Specifications.pdf	Requirement Specification	OptiSAR
305	URC-SPA-RPT-061	Payload Requirement Traceability Matrix.xlsx	Report	OptiSAR

#	Document Number	Filename	Type	Program
306	URC-SPA-RPT-066	Payload Requirements EM Statement of Intended Compliance.xls	Report	OptiSAR
307	URC-SYS-TN-024	SAR-XL Payload Design Implementation Report - ABS.pdf	Technote	OptiSAR
308	URC-SYS-TN-025	SAR-XL Image Quality Analysis Report - ABS.pdf	Technote	OptiSAR
309	URC-SYS-TN-026	SAR-XL ABS Pointing Budget	Technote	OptiSAR
310	SG-SPA-TN-001	Image Quality.pdf	Technote	OptiSAR
311	SG-SPA-TN-007	CAN Bus Technote.docx	Technote	OptiSAR
312	SG-SPA-TN-008	Block Adaptive Quantization Technote.pdf	Technote	OptiSAR
313	SG-SPA-TN-012	SAR-XL IBSNR and ANR Technote.pdf	Technote	OptiSAR
314	SG-SPA-TN-012	IBSNR and ANR Technote.docx	Technote	OptiSAR
315	URC-SPA-TN-159	Image Quality Analysis of FlatSat.docx	Technote	OptiSAR
316	URC-SPA-TN-160	Processing and Beam Pattern Losses.docx	Technote	OptiSAR
317	URC-SPA-TN-163	SAR-XL Image Quality Budgets.docx	Technote	OptiSAR
318	URC-SPA-TN-166	Elevation Beam Pattern Nulling.docx	Technote	OptiSAR
319	URC-SPA-TN-177	Multi-aperture Beam Pattern Optimization.docx	Technote	OptiSAR
320	URC-SXL-OT-002	NESZ budget analysis.xlsx	Analysis	OptiSAR
321	XLS-SXL-TN-002	Antenna Grating Lobe Impacts on RAR.docx	Technote	OptiSAR
322	XLS-SXL-TN-005	Azimuth Ambiguity Suppression via Multi-Aperture Processing.docx	Technote	OptiSAR
323	XLS-SXL-TN-006	MultiAperture StripMap Performance Analysis.docx	Technote	OptiSAR
324	XLS-SXL-TN-007	MultiAperture Spotlight Performance Analysis.docx	Technote	OptiSAR
325	XLS-SXL-TN-008	ScanSAR Performance Analysis.docx	Technote	OptiSAR
326	XLS-SXL-TN-010	SAR-XL Multi-Aperture Azimuth Ambiguity Performance	Technote	OptiSAR
327	URC-SPA-TN-003	Phase Noise Technote.pdf	Technote	OptiSAR

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328	URC-SPA-TN-017	MultiAperture Processing.pdf	Technote	OptiSAR
329	URC-SPA-TN-022	Thermoelastic Distortion Analysis.pdf	Technote	OptiSAR
330	URC-SPA-TN-028	EMC Analysis - Conducted Emissions.pdf	Technote	OptiSAR
331	URC-SPA-TN-029	EMC Analysis - Radiated Compatibility.pdf	Technote	OptiSAR
332	URC-SPA-TN-030	Performance of Spot SAR with Multi-Aperture Antenna.pdf	Technote	OptiSAR
333	URC-SPA-TN-033	IPEA Definition.pdf	Technote	OptiSAR
334	URC-SPA-TN-034	Mechanical Layout and Deployment Mechanism.pdf	Technote	OptiSAR
335	URC-SPA-TN-036	Payload Finite Element Modeling & Analysis.pdf	Technote	OptiSAR
336	URC-SPA-TN-048	SAR-XL Redundancy Technote.pdf	Technote	OptiSAR
337	URC-SPA-TN-122	EMC Analysis - Radiated Compatibility pfox.docx	Technote	OptiSAR
338	URC-SPA-TN-123	Radiation Reliability.xlsx	Technote	OptiSAR
339	URC-SPA-TN-132	Heater Circuit Description for Thermal Control.pdf	Technote	OptiSAR
340	URC-SPA-TN-138	SAR-XL MIO Survival Heaters Power.pdf	Technote	OptiSAR
341	XLS-SXL-TN-001	Operational heater control.docx	Technote	OptiSAR
342	XLS-SXL-TN-003	Thermo Elastic Distortion Impacts on SAR Performance.pdf	Technote	OptiSAR
343	URC-SPA-OT-006	SAR Panel Total dissipated power Rev 2.10.10-1.xlsx	Analysis	OptiSAR
344	URC-SPA-OT-040	EM SAR Panel Convection Calculator.xlsx	Analysis	OptiSAR
345	URC-SPA-AYS-002	6_flex_C_shell_freq_20.inp	Analysis	OptiSAR
346	URC-SPA-PRS-113	- Core Conductance Sensitivity Analysis.pptx	Presentation	OptiSAR
347	URC-SPA-PLN-006	FlatSat AIT Plan.pdf	AIT Plan	OptiSAR
348	URC-SYS-PLN-007	EMC Control Plan.docx	PA Plan	OptiSAR
349	URC-SPA-PRD-001	SAR-XL Interface Conductance Thermal Vacuum Test Coupons Assembly Procedure.pdf	Test Procedures	OptiSAR

#	Document Number	Filename	Type	Program
350	URC-SPA-TPR-021	AICU PDHU data test.pdf	Test Procedures	OptiSAR
351	URC-SPA-TPR-030	FlatSat Configuration 3&4 Test Procedures.docx	Test Procedures	OptiSAR
352	URC-SPA-TPR-045	SAR-XL Interface Conductance Thermal Vacuum Tests.pdf	Test Procedures	OptiSAR
353	URC-SPA-PRS-163	TDR Meeting AICU-PDHU Test Results.pdf	Presentation	OptiSAR
354	URC-SPA-PRS-164	IFCU EBB Findings Presentation.pptx	Presentation	OptiSAR
355	URC-SPA-TER-022	AICU PDHU Test Results.pdf	Test Report	OptiSAR
356	URC-SPA-TER-054	Interface Conductance Thermal Vacuum Test Results.pdf	Test Report	OptiSAR
357	URC-SPA-TPR-040	SAR-XL Payload Test Procedures.docx	Test Procedures	OptiSAR
358	URC-SPA-RPT-100	All_CFA_Outputs_To_AAA.xlsm	Report	OptiSAR
359	URC-SPA-CoOP-001	Payload Concept of Operations.pdf	Concept of Operations	OptiSAR
360	URC-SPA-RPT-005	Traceability Report - Bidirectional Relationships Draft.pdf	Report	OptiSAR
361	URC-SPA-RPT-069	SAR-XL Payload FlatSat Testing Report.pdf	Test Report	OptiSAR
362	URC-SPA-TN-136	FlatSat De-risking the EM.pdf	Technote	OptiSAR
363	URC-SPA-TN-168	OptiSAR Payload Configuration Tech Note.pdf	Technote	OptiSAR
364	SG-SPA-PRS-005	SAR-XL Beams and Modes.pdf	Presentation	OptiSAR
365	SG-SPA-PRS-014	SAR-XL Antenna Feed Design.pdf	Presentation	OptiSAR
366	SG-SPA-PRS-015	Antenna Assembly Module.pdf	Presentation	OptiSAR
367	SG-SPA-PRS-018	SAR-XL Requirements Traceability.pdf	Presentation	OptiSAR
368	URC-PM-PRS-001	SAR-XL EM Development - Project Charter.pdf	Presentation	OptiSAR
369	URC-PM-PRS-002	SAR-XL EM Program - Programmatics.pdf	Presentation	OptiSAR
370	URC-PM-PRS-003	Configuration Management and Documentation Approach.pdf	Presentation	OptiSAR
371	URC-SPA-LST-001	Delta SRR and IDR Deliverables List.xlsx	List	OptiSAR

#	Document Number	Filename	Type	Program
372	URC-SPA-PRS-001	SAR-XL DRFU Delta SRR and IDR Status.pdf	Presentation	OptiSAR
373	URC-SPA-PRS-002	SAR-XL AICU Delta SRR and IDR Status.pdf	Presentation	OptiSAR
374	URC-SPA-PRS-003	SAR-XL Antenna Prototype 0 Test Plan.pdf	Presentation	OptiSAR
375	URC-SPA-PRS-004	SAR-XL Payload Layout.pdf	Presentation	OptiSAR
376	URC-SPA-PRS-005	SAR-XL Manufacture and Assembly.pdf	Presentation	OptiSAR
377	URC-SPA-PRS-006	SAR-XL Antenna Prototypes - Mechanical Design.pdf	Presentation	OptiSAR
378	URC-SPA-PRS-007	SAR-XL Delta-SRR and IDR Payload Structural.pdf	Presentation	OptiSAR
379	URC-SPA-PRS-008	SAR-XL Image Quality Modeling in SystemVue.pdf	Presentation	OptiSAR
380	URC-SPA-PRS-009	SAR-XL Power System.pdf	Presentation	OptiSAR
381	URC-SPA-PRS-010	SAR-XL CDHS.pdf	Presentation	OptiSAR
382	URC-SPA-PRS-011	SAR-XL TRM Delta SRR and IDR Status.pdf	Presentation	OptiSAR
383	URC-SPA-PRS-012	IFCU Delta SRR and IDR Status.pdf	Presentation	OptiSAR
384	URC-SPA-PRS-013	SAR-XL Payload Design Description.pdf	Presentation	OptiSAR
385	URC-SPA-PRS-015	SAR-XL Requirements Changes.pdf	Presentation	OptiSAR
386	URC-SPA-PRS-016	SAR-XL TRM Delta-SRR and IDR Status.pdf	Presentation	OptiSAR
387	URC-SPA-PRS-017	SAR-XL Antenna Assembly Module - Phased Array Test.pdf	Presentation	OptiSAR
388	URC-SPA-PRS-018	SAR-XL Risk Analysis and Model Philosophy Payload Development Plan.pdf	Presentation	OptiSAR
389	URC-SPA-PRS-042	SAR-XL IFCU Delta-SRR and IDR.pdf	Presentation	OptiSAR
390	URC-SPA-RPT-007	SAR-XL Satellite Operational Scenario - Power Budget Analysis.pdf	Report	OptiSAR
391	URC-SPA-RPT-008	SAR-XL Antenna Thermal Analysis.pdf	Report	OptiSAR
392	URC-SPA-PRS-042	SAR-XL IFCU Delta-SRR and IDR.pptx	Presentation	OptiSAR
393	URC-SPA-LST-003	PDR Deliverables List.xlsx	List	OptiSAR

#	Document Number	Filename	Type	Program
394	URC-SPA-PRC-025	SAR-XL PDR-QSR Kick-Off - Description Document.pdf	PMO	OptiSAR
395	URC-SPA-PRS-036	PDR_Book_01_Intro - Description Document.pdf	Presentation	OptiSAR
396	URC-SPA-PRS-037	PDR_Book_02_Payload - Description Document.pdf	Presentation	OptiSAR
397	URC-SPA-PRS-038	PDR_Book_03_Antenna - Description Document.pdf	Presentation	OptiSAR
398	URC-SPA-PRS-039	PDR_Book_04_Electronics - Description Document.pdf	Presentation	OptiSAR
399	URC-SPA-PRS-040	PDR_Book_05_Implementation - Description Document.pdf	Presentation	OptiSAR
400	URC-SPA-TN-039	PDR Organization Note.pdf	Technote	OptiSAR
401	URC-SPA-PRS-090	Mechanical and Thermal Design and Analysis.pdf	Presentation	OptiSAR
402	URC-SPA-PRS-100	Payload Operation.pdf	Presentation	OptiSAR
403	URC-SPA-PRS-101	AAA EM Panel Qualification - TO DELETE.pptx	Presentation	OptiSAR
404	URC-SPA-PRS-104	Payload Performance Analysis.pdf	Presentation	OptiSAR
405	URC-SPA-PRS-105	Electrical Design and Analysis Presentation.pdf	Presentation	OptiSAR
406	URC-SPA-PRS-107	Assembly Integration and Testing.pdf	Presentation	OptiSAR
407	URC-SPA-PRS-108	Introduction and Development Plan.pdf	Presentation	OptiSAR
408	URC-SPA-PRS-109	Payload Overview.pdf	Presentation	OptiSAR
409	URC-SPA-PRS-179	Introduction and Development Plan.pdf	Presentation	OptiSAR
410	SG-SPA-OT-001	Payload Technical Budgets.xlsx	Analysis	OptiSAR
411	URC-SPA-PLN-023	Engineering Model AIT Plan	AIT Plan	OptiSAR
412	URC-SPA-PLN-023	Engineering Model AIT Plan.pdf	AIT Plan	OptiSAR
413	URC-SPA-PLN-024	EM Payload Verification Matrix.xlsx	Verification	OptiSAR
414	URC-SPA-RPT-046	TELECAN SPACE SAR-XL Antenna Analysis Progress Report.pdf	Report	OptiSAR
415	URC-SPA-RPT-065	SAR XL Mass Budget.xlsx	Report	OptiSAR

#	Document Number	Filename	Type	Program
416	URC-SPA-RPT-074	SAR-XL Hardware Testing Plan Update and Status Report.pdf	Test Report	OptiSAR
417	URC-SPA-TN-091	Solder Fatigue of Surface Mount Components by Thermal Cycling.pdf	Technote	OptiSAR
418	URC-SPA-TN-105	FEA Activities.pdf	Technote	OptiSAR
419	URC-SPA-TN-117	Thermal Cycling Equations for Life Testing.xlsx	Technote	OptiSAR
420	URC-SPA-TN-118	Component Radiation Validation.pdf	Technote	OptiSAR
421	URC-SYS-TN-017	SAR XL Units Shock Levels.xlsx	Technote	OptiSAR
422	URC-SPA-AYS-004	SAR-XL SpotSAR EM CDR Analysis.zip	Analysis	OptiSAR
423	URC-SPA-LST-008	SAR-XL EM CDR Deliverables (Unit Level Release).xlsx	List	OptiSAR
424	URC-SPA-MEM-014	SAR-XL EM CDR Close Out Note (Working Copy).docx	PMO	OptiSAR
425	URC-SPA-MEM-014	SAR-XL EM CDR Close Out Note .pdf	PMO	OptiSAR
426	URC-SPA-TN-097	SAR-XL EM CDR Organization Note.pdf	Technote	OptiSAR
427	URC-SPA-ASM-020	AAA assembly, left	Drawing	OptiSAR
428	URC-SPA-DD-019	SAR XL Antenna Design Description and Analysis.pdf	Design Description	OptiSAR
429	URC-SPA-PLN-016	EM AAA manufacturing and assembly plan.pdf	AIT Plan	OptiSAR
430	URC-SPA-PRC-006	AAA EM SOC.xls	Verification	OptiSAR
431	URC-SPA-RPT-043	EM Corporate Feed Assembly Supplementary Assembly Document.pdf	Report	OptiSAR
432	URC-SPA-RPT-048	Coupon testing summary in support of the EM AAA.pdf	Test Report	OptiSAR
433	URC-SPA-SOW-009	Rantec Antennas statement of work EM radiator assembly.docx	Statement of Work	OptiSAR
434	URC-SPA-SOW-010	Statement of Work for the Provision of EM Corporate Feed Assembly PCBs.pdf	Statement of Work	OptiSAR
435	URC-SPA-TN-100	Mechanical Development - EM Antenna Array Assembly (AAA).pdf	Technote	OptiSAR
436	URC-SPA-TN-110	AAA FMECA.xlsx	Technote	OptiSAR
437	URC-SPA-RPT-049	SAR-XL AICU EM Statement of Compliance (SoC).xlsx	Report	OptiSAR

#	Document Number	Filename	Type	Program
438	URC-SPA-RPT-055	AICU EM Mechanical Design & Thermal Analysis Report.pdf	Report	OptiSAR
439	URC-SPA-RPT-057	DRFU Unit Mechanical Design.pdf	Report	OptiSAR
440	URC-SPA-RPT-058	DRFU Unit Structural Analysis.docx	Report	OptiSAR
441	URC-SPA-RPT-059	DRFU Unit Thermal Design and Analysis_v2.pdf	Report	OptiSAR
442	URC-SPA-RPT-060	DRFU Unit Structural Analysis.pdf	Report	OptiSAR
443	UR-SPA-TN-004	Compliance Status.xlsx	Technote	OptiSAR
444	URC-SPA-PRS-092	SAR-XL AICU EM CDR Presentation.pptx	Presentation	OptiSAR
445	URC-SPA-PRS-096	SAR-XL DRFU EM CDR Presentation.pptx	Presentation	OptiSAR
446	URC-SPA-PRS-098	AAA Units CDR Charts - May 02 2017.pptx	Presentation	OptiSAR
447	0268284	Urthecast SAR Components Radiation Test Report.pdf	Report	OptiSAR
448	SG-SPA-RPT-001	Radiation SAR Test Results.pdf	Test Report	OptiSAR
449	SG-SPA-RPT-018	Parts Radiation Test Report.pdf	Test Report	OptiSAR
450	URC-SPA-PLN-009	SAR-XL Qualification Plan.xlsx	Qualification Plan	OptiSAR
451	URC-SPA-PLN-010	SAR-XL Payload QSR Organizational Note.pdf	Qualification Plan	OptiSAR
452	URC-SPA-PLN-011	SAR-XL Qualification Plan.pptx	Qualification Plan	OptiSAR
453	URC-SPA-PRS-066	QSR SAR-XL payload.pptx	Presentation	OptiSAR
454	URC-SPA-PRS-067	DRFU_parts_radiation-test.pptx	Presentation	OptiSAR
455	URC-SPA-RPT-026	SAR-XL DRFU Parts Radiation Testing.pdf	Test Report	OptiSAR
456	URC-SPA-RPT-027	SAR-XL DRFU Parts Radiation Testing.pdf	Test Report	OptiSAR
457	URC-SPA-RPT-028	AAA PBS QSR.xlsx	Report	OptiSAR
458	URC-SPA-RPT-029	AICU PBS QSR.XLSX	Report	OptiSAR
459	URC-SPA-RPT-030	DRFU PBS QSR.XLSX	Report	OptiSAR
460	URC-SPA-RPT-031	Payload PBS QSR.xlsx	Report	OptiSAR

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461	URC-SPA-TN-095	Atomic Oxygen Effects on Spacecraft Materials.pdf	Technote	OptiSAR
462	URC-SPA-PLN-036	AAA Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
463	URC-SPA-PLN-037	AICU Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
464	URC-SPA-PLN-038	DRFU Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
465	URC-SPA-PLN-039	IFCU Verification Cross Reference Matrix .xlsx	Verification	OptiSAR
466	URC-SPA-PLN-040	List Test Procedures (TPRs) and Contents.xlsx	Test Plan	OptiSAR
467	URC-SPA-PLN-041	TRM Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
468	URC-SPA-PLN-042	SAR-XL Payload Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
469	URC-SPA-PLN-044	SAR-XL Payload Verification Plan.docx	Verification	OptiSAR
470	URC-SPA-PLN-046	Cable Harness Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
471	URC-SPA-PRS-147	Verification Progress Meeting #1.pdf	Presentation	OptiSAR
472	URC-SPA-PRS-148	Verification Progress Meeting #2.pdf	Presentation	OptiSAR
473	URC-SPA-PRS-149	Verification Progress Meeting #3.pdf	Presentation	OptiSAR
474	URC-SPA-PRS-166	Verification Progress Meeting #4.pdf	Presentation	OptiSAR
475	URC-SPA-RPT-123	Payload Unit Assembly Instruction for EM-02 AAA (100562).docx	Report	OptiSAR
476	URC-SPA-TN-141	OptiSAR Near-Earth Thermal Environment Parameters.pdf	Technote	OptiSAR
477	URC-SPA-PLN-027	Radiation Testing at TRIUMF.pdf	Test Plan	OptiSAR
478	URC-SPA-PRS-081	Backprojection Algorithm for SOAP.pptx	Presentation	OptiSAR
479	URC-SPA-REQ-003	SAR-XL Satellite Requirements Specification.pdf	Requirement Specification	OptiSAR
480	URC-SYS-TN-023	Active Beam Steering Technical Note.pdf	Technote	OptiSAR
481	URC-SPA-OT-046	SC PDR Milestone Acceptance Certificate.pdf	List	OptiSAR
482	URC-SPA-TN-011	RF Link Budgets.xlsx	Technote	OptiSAR

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483	SG-SYS-OT-001	2nd Gen Acronyms and Glossary.pdf	Analysis	OptiSAR
484	URC-SPA-PRS-079	OptiSAR Technical Overview Feb 2 2017 v0.pptx	Presentation	OptiSAR
485	URC-SPA-PRS-080	OptiSAR Technical Overview Feb 2 2017 v0.2.pptx	Presentation	OptiSAR
486	URC-SPA-DD-017	SPU FW EM Design Document.pdf	Design Description	OptiSAR
487	URC-SPA-OT-035	SPU FW EM PDR Deliverables.xlsx	Analysis	OptiSAR
488	URC-SPA-PRC-005	SPU FW EM Test Plan .pdf	Test Plan	OptiSAR
489	URC-SPA-TN-073	SOAP ScanSAR Algorithm Technote.pdf	Technote	OptiSAR
490	URC-SPA-TN-082	SPU EM PDR Organization Note.pdf	Technote	OptiSAR
491	URC-SPA-TN-083	SPU EM Technical Power Budgets.pdf	Technote	OptiSAR
492	URC-SPA-PM-001	SPU FW EM Project Charter.pptx	PMO	OptiSAR
493	URC-SYS-PRS-006	SPU FW EM PDR.pptx	Presentation	OptiSAR
494	URC-SPA-AYS-003	R03 SOAP Benchmark Resource Analysis Model.xlsx	Analysis	OptiSAR
495	URC-SPA-DD-032	SOAP Prototype HDD GBPU.zip	Design Description	OptiSAR
496	URC-SPA-DD-033	SOAP Prototype HDD RML.zip	Design Description	OptiSAR
497	URC-SPA-DD-034	SOAP Prototype HDD RMVU.zip	Design Description	OptiSAR
498	URC-SPA-PRC-011	Release 03 SOAP Test Plan.pdf	Test Plan	OptiSAR
499	URC-SPA-PRS-152	SOAP R03 Presentation.pptx	Presentation	OptiSAR
500	URC-SPA-TN-121	R03 SOAP Algorithm Definition TN_16June2018.pdf	Technote	OptiSAR
501	URC-SPA-TN-150	SOAP R03 Range Compression HDD.zip	Technote	OptiSAR
502	URC-SPA-TN-152	SOAP FPGA Resource, Power and SEU Analysis Report.pdf	Technote	OptiSAR
503	URC-SPA-PRS-115	URC-SPA-PRS-114_R02_SOAP_Review_25July2017.pdf	Presentation	OptiSAR
504		DND Stream one Deimos Space Invoice 77.pdf	Contract	DGSpace
505		DND Study_CTR DMS-URTHECAST_Signed bp.pdf	Contract	DGSpace

#	Document Number	Filename	Type	Program
506		DND Study_CTR DMS-UTHECAST.pdf	Contract	DGSpace
507		MUTUAL NON.DISCLOSURE AG_001.pdf	Contract	DGSpace
508		MUTUAL NON.DISCLOSURE AG_001_Signed bp.pdf	Contract	DGSpace
509		W6369-200196.002 Stream 1 Contract.pdf	Contract	DGSpace
510		letter from DND Jan 23.pdf	Contract	DGSpace
511		DND DG Space Stream 1 Req .pdf	Requirement Specification	DGSpace
512		2020-03-25_PSCD-Urthecast_W6369-200196.002 Stream 1 Final Report.docx	Report	DGSpace
513		UrtheCast_DND Stream 1 Final Condensed Summary Presentation 2Apr2020.pdf	Presentation	DGSpace
514		UrtheCast_DND Stream 1 Final Condensed Summary Presentation 30Mar2020.pptx	Presentation	DGSpace
515	URC-SPA-TN-172	[RD2]TerraSAR-X Analysis (by P. Vachon).pdf	Technote	DGSpace
516	URC-SPA-TN-173	UCM-SPA-TN-001 Ship Detection Design and Analysis Technote.pdf	Technote	DGSpace
517	URC-SPA-TN-174	[RD1]Vachon-GMES Sentinel-1 Analysis.pdf	Technote	DGSpace
518		W6369-200196-005 Stream 2 UrtheCast.pdf	Contract	DGSpace
519		Stream 2 SBS Requirements _V2.0.pdf	Requirement Specification	DGSpace
520		2020-03-25_PSCD-Urthecast_W6369-200196.005 Stream 2 Final Report.docx	Report	DGSpace
521		DIRP_Dec2017_01.pptx	Presentation	DIRP_2016
522		Correction and Characterization of Radio Frequency Interference Signatures in L-Band Synthetic Aperture Radar Data.pdf	Technote	DIRP_2016
523		DIRP Adv Radar FINAL PRES_04am.pptx	Presentation	DIRP_2016
524		DIRP Adv Radar FINAL PRES_04pm.pptx	Presentation	DIRP_2016
525		Wade SAR-XL Technology Overview v3 - 28Mar2019.pptx	Presentation	DIRP_2016
526	URC-SPA-DD-042	DIRP-Radar CFA Design Description.pdf	Design Description	DIRP_2016
527	URC-SPA-PLN-050	DIRP-RADAR Antenna EM001 NFR Test Plan.pdf	Test Plan	DIRP_2016
528	URC-SPA-PRS-174	DIRP Adv Radar FINAL Review 19-03-28.pdf	Presentation	DIRP_2016
529	URC-SPA-PRS-174	DIRP Adv Radar FINAL Review 19-03-28.pptx	Presentation	DIRP_2016
530	URC-SPA-RPT-116	DIRP-Advanced Radar Quad Chart 04.04.19 .pdf	Report	DIRP_2016
531	URC-SPA-TER-048	DIRP-Radar RFSoC Radiation Test Report and Outage Analysis.pdf	Test Report	DIRP_2016

#	Document Number	Filename	Type	Program
532	URC-SPA-TER-049	DIRP-RADAR Antenna EM001 NFR Test Report.pdf	Test Report	DIRP_2016
533	URC-SPA-TER-051	DIRP-Radar SAR-XL Payload FlatSat Test Report.pdf	Test Report	DIRP_2016
534	URC-SPA-TN-153	DIRP- Advanced Radar RFSoC Radiation Risks .pdf	Technote	DIRP_2016
535	URC-SPA-TN-155	DIRP-Radar SAR-XL Advanced Mode Technote.pdf	Technote	DIRP_2016
536	XLS-SXL-TN-010	DIRP-Radar SAR-XL In-Theatre Tasking Mode.docx	Technote	DIRP_2016
537	UR-SPA-DD-001	DIRP-Advanced Radar AICU Design Description.pdf	Design Description	DIRP_2016
538	UR-SPA-OT-004	DIRP- Advanced Radar_Thermoelastic Distortion Analysis.pdf	Analysis	DIRP_2016
539	UR-SPA-OT-005	DIRP-Advanced Radar_DRFU Design Description.pdf	Design Description	DIRP_2016
540	UR-SPA-OT-006	DIRP-Advanced Radar_ FEA Activities.pdf	Analysis	DIRP_2016
541	UR-SPA-OT-007	DIRP-Advanced Radar_ Payload Design Description.pdf	Design Description	DIRP_2016
542	UR-SPA-OT-008	DIRP-Advanced Radar _SAR-XL Payload Req Spec.pdf	Requirement Specification	DIRP_2016
543	UR-SPA-OT-009	DIRP-Advanced Radar_Performance of Spot SAR with Multi-Aperture Antenna.pdf	Technote	DIRP_2016
544	UR-SPA-OT-012	DIRP- Advanced Radar_AICU Design Description.pdf	Design Description	DIRP_2016
545	UR-SPA-OT-013	DIRP- Advanced Radar_DRFU ADC Phase and Amplitude Error Test Report.pdf	Test Report	DIRP_2016
546	UR-SPA-OT-014	DIRP- Advanced Radar_X-Band Array Configuration Tradeoff Study.pdf	Technote	DIRP_2016
547	UR-SPA-OT-015	DIRP-Advanced Radar_SAR-XL DRFU Phase and Amplitude Calibration.pdf	Technote	DIRP_2016
548	UR-SPA-TN-006	DIRP-Radar AIT Summary.pdf	Technote	DIRP_2016
549	URC-SPA-DD-040	DIRP Radar SAR-XL Antenna Array Assembly DD.pdf	Design Description	DIRP_2016
550	URC-SPA-PRS-125	DIRP-RADAR_SAR-XL Multi-Aperture Performance Analysis.pdf	Presentation	DIRP_2016
551	URC-SPA-PRS-125	DIRP-RADAR_SAR-XL Multi-Aperture Performance Analysis.pptx	Presentation	DIRP_2016
552	URC-SPA-TER-044	DIRP-Radar AICU EM2.0 Release Test Results.pdf	Test Report	DIRP_2016
553	URC-SPA-TPR-043	DIRP-Radar AICU EM2.0 Release Test Procedures.pdf	Test Procedures	DIRP_2016

#	Document Number	Filename	Type	Program
554		DIRP_2016_NextGenSAR_Technical_Final (Working Copy).docx	Report	DIRP_2016
555	URC-PM-PM-003	DIRP02_COVER LETTER_Larson_2016-08-05.docx	Contract	DIRP_2016
556	URC-SPA-PM-002	DIRP_Radar_WBS.xlsx	Contract	DIRP_2016
557	URC-SPA-PM-003	DRDC Cost Breakdown_DIRP_Radar_05.xls	Contract	DIRP_2016
558	URC-SPA-PM-004	DIRP_2016_Radar_Presentation to DRDC.pptx	Presentation	DIRP_2016
559	URC-SPA-PM-005	DIRP_2016_NextGenSAR_Technical (7a).pdf	Report	DIRP_2016
560	URC-SPA-SOW-007	DIRP_Radar SoW.docm	Statement of Work	DIRP_2016
561		W7714-176304 Contract amendment 001.pdf	Contract	DIRP_2016
562		W7714-176304 Contract award.pdf	Contract	DIRP_2016
563		DIRP-RADAR Actions (June 20, 2018).xlsx	PMO	DIRP_2016
564		01 UrtheCast_DRDC_DIRP Adv Radar FINAL_Integrated_2019-03-28.pptx	Presentation	DIRP_2016
565		DIRP Adv Radar FINAL PRES_04am.pptx	Presentation	DIRP_2016
566		DIRP Adv Radar FINAL PRES_04pm.pptx	Presentation	DIRP_2016
567	UR-SPA-RPT-024	October 17 2018 DIRP-Radar Quad Chart.pdf	Report	DIRP_2016
568	URC-PM-PRS-008	DIRP-Progress Meeting 2.pptx	Presentation	DIRP_2016
569	URC-SPA-MIN-011	DIRP-Advanced Radar- Prog.Meeting 2, meeting minutes.pdf	Minutes	DIRP_2016
570	URC-SPA-MIN-012	DIRP Radar Interim Review Meeting Minutes.docx	Minutes	DIRP_2016
571	URC-SPA-MIN-012	DIRP Radar Interim Review.pdf	Minutes	DIRP_2016
572	URC-SPA-PRS-159	Interim #2 DIRP Advanced Radar Presentation.pdf	Presentation	DIRP_2016
573	URC-SPA-PRS-159	Interim #2 DIRP Advanced Radar Presentation.pptx	Presentation	DIRP_2016
574	URC-SPA-PRS-171	DIRP Radar Advanced Modes Input to main presentation (Feb 2019).pptx	Presentation	DIRP_2016
575	URC-SPA-PRS-172	DIRP_Radar_ProgrReview2019q1_01.pptx	Presentation	DIRP_2016
576	URC-SPA-RPT-044	UR DIRP Status Report – Advanced Radar (February 2017).pdf	Report	DIRP_2016
577	URC-SPA-RPT-067	DIRP-Radar Status Report July 5th 2017.docx	Report	DIRP_2016

#	Document Number	Filename	Type	Program
578	URC-SPA-RPT-070	DIRP September Status Report.pdf	Report	DIRP_2016
579	XLS-SXL-PRS-009	In-Theatre Tasking.pptx	Presentation	DIRP_2016
580	URC-PM-PRS-006	DIRP Kick-Off to DRDC.pdf	Presentation	DIRP_2016
581	URC-PM-PRS-006	DIRP Kick-Off to DRDC.pptx	Presentation	DIRP_2016
582	URC-SPA-MEM-031	Project Summary brochure.pdf	PMO	DIRP_2016
583	URC-SPA-PM-010	DIRP Radar (Internal) Charter.pptx	PMO	DIRP_2016
584	URC-SPA-RPT-107	DIRP SOAP Final Technical Report.pdf	Report	DIRP_2016
585	URC-SPA-RPT-110	DIRP-SOAP Final Report.docx	Report	DIRP_2016
586	URC-SPA-PRS-102	On-Board Processing of SAR Data (DIRP).pptx	Presentation	DIRP_2016
587	URC-SPA-PRS-122	DIRP_Onboard_Processing_System_Engineering_TDR.pptx	Presentation	DIRP_2016
588	URC-SPA-PRS-130	DIRP-SOAP FPGA Design Review.pptx	Presentation	DIRP_2016
589	URC-SPA-PRS-156	DIRP-SOAP FPGA Resources Review.pptx	Presentation	DIRP_2016
590	URC-SPA-PRS-169	DIRP-SOAP Final Review DND.pptx	Presentation	DIRP_2016
591	URC-SPA-PRS-170	DIRP-SOAP Final Review Presentation.pptx	Presentation	DIRP_2016
592	URC-SPA-DD-021	DIRP Onboard SAR Processing SDD.pdf	Design Description	DIRP_2016
593	URC-SPA-PRC-009	DIRP Onboard SAR Processing Test Plan.pdf	Test Plan	DIRP_2016
594	URC-SPA-TER-046	r03_asd_benchmarkmdel_1Feb2019.xlsx	Test Report	DIRP_2016
595	URC-SPA-PM-007	DIRP-SOAP Charter.pptx	PMO	DIRP_2016
596	URC-SPA-PM-009	Urthecast DIRP Onboard Processing ME Report.pdf	Report	DIRP_2016
597	URC-SPA-PRS-078	DIRP-SOAP Kick-off.pptx	Presentation	DIRP_2016
598	URC-SPA-SOW-008	DIRP_SoW_Onboard_Proc.docx	Statement of Work	DIRP_2016
599		Evaluation Results Summary.pdf	Report	STDP_Self_Cue
600		STDP_AO2018_SelfCueing_09.pdf	Report	STDP_Self_Cue

APPENDIX 6
TO SCHEDULE "A" – USER MANUALS

#	Document Number	Filename	Program
1	URC-SPA-MAN-010	Beams and Modes Tool User Manual.docx	OptiSAR
2	URC-SPA-MAN-008	DRFU Firmware.docx	OptiSAR
3	URC-SPA-MAN-003	SAR-XL Data Dictionary.pdf	OptiSAR
4	URC-SPA-MAN-009	SARCAN Protocol Specification.docx	OptiSAR
5	URC-SPA-MAN-011	IntraCan Protocol Specification.docx	OptiSAR
6	SG-SPA-MAN-002	Command and Telemetry Handbook.pdf	OptiSAR
7	URC-SPA-MAN-002	SAR-XL Imaging Configuration Handbook.pdf	OptiSAR
8	URC-SPA-MAN-004	SAR-XL User Manual.pdf	OptiSAR
9	URC-SPA-MAN-007	PDHU Firmware.pdf	OptiSAR
10	UR-SPA-OT-010	DIRP-Advanced Radar_SAR-XL Imaging Configuration Handbook.pdf	DIRP_2016
11	UR-SPA-OT-011	DIRP-Advanced Radar_SAR-XL User Manual.pdf	DIRP_2016

APPENDIX 7
TO SCHEDULE "A" – PATENTS

Internal Patent Ref No.	Intl Pub No. (or App No. if not yet published) & National Phase patent No. (if awarded)	Title & Description	Status
404	WO 2016/153914 A8	"Apparatus and Methods for Synthetic Aperture Radar with Digital Beam Forming" Technique on how to efficiently implement the digital beam forming.	Priority Filing Date: 25 Mar 2015 Int'l Publication Date: 17 Nov 2016 Entered National Phase: 6 Sep 2018 Filed in Canada & U.S **Patent awarded in US.** Publication of patent is in process. Canada patent still in process.
405	WO 2017/044168 A3	"Efficient Planar Phased Array Antenna Assembly" SAR-XL antenna	Priority Filing Date: 16 Jun 2015 Int'l Publication Date: 16 Mar 2017 Entered National Phase: 2 Jun 2016 Filed in Canada, Europe, U.S. & China **Patent Awarded in Europe.** Countries selected are: UK, France and Germany, Italy, Switzerland/Lichtenstein & Finland. Publication of patent in process. **Patent awarded in US.** Publication of patent in process. Canada and China patents are still in process
408	WO 2017/091747 A1	"Synthetic Aperture Radar Imaging Apparatus and Methods" SAR Self Imaging Mode where the SAR antenna is used to downlink the data while also imaging (single frequency band)	Priority Filing Date: 25 Nov 2015 Int'l Publication Date: 1 Jun 2017 Entered National Phase: 22 May 2018 Filed in Canada, Europe & U.S All are still in process
40801	WO 2018/217814 A1	"Synthetic Aperture Radar Imaging Apparatus and Methods" SAR Self Imaging Mode where the SAR antenna is used to downlink the data while also imaging in both L-band and X-band (multiple frequency bands)	Priority Filing Date: 23 May 2017 Int'l Publication Date: 29 Nov 2018 Entered National Phase: 19 Dec 2019 Filed in Canada, Europe & U.S All are still in process
410	WO 2018/217815 A8	"Apparatus and Methods for a Synthetic Aperture Radar with Self-Cueing" SAR-XL with self-cueing for wide area surveillance and high res imaging of detected objects	Priority Filing Date: 23 May 2017 Int'l Publication Date: 29 Nov 2018 Entered National Phase: 3 Dec 2019 Filed in Canada, Europe & U.S All are still in process
411	WO 2018/217900 A1	"Apparatus and Methods for a Synthetic Aperture Radar with Multi-Aperture Antenna" Multi-Aperture Spotlight Mode	Priority Filing Date: 23 May 2017 Int'l Publication Date: 29 Nov 2018 Entered National Phase: 3 Dec 2019 Filed in Canada, Europe & U.S All are still in process

Internal Patent Ref No.	Intl Pub No. (or App No. if not yet published) & National Phase patent No. (if awarded)	Title & Description	Status
412	WO 2018/217902 A1	"Synthetic Aperture Radar Imaging Apparatus and Methods for Moving Targets" Multi beam SAR velocity estimate of detected targets	Priority Filing Date: 23 May 2017 Int'l Publication Date: 29 Nov 2018 Entered National Phase: 3 Dec 2019 Filed in Canada, Europe & U.S All are still in process
413	WO 2019/226194 A2	"Synthetic Aperture Radar Apparatus and Methods" Range Ambiguity Suppression Techniques for digital multi-beam SAR	Priority Filing Date: 22 Nov 2017 Int'l Patent filing Date: 21 Nov 2018 Int'l Patent published on 28 Nov 2019 Not entered National Phase yet
415	Provisional Patent filed in US	"Systems and Methods for Determining Operational Parameters of a Synthetic Aperture Radar" ScanSAR Swath Width determination using graph theory	Priority Filing Date: 5 Jul 2019 Int'l Patent filing Date: 6 July 2020 International patent not yet published

APPENDIX 8
TO SCHEDULE "A" – ON BOARD PROCESSING DEVELOPMENT ITEMS

Part Number	Description	Count
EK-U1-VCU128-G	Virtex UltraScale+ HBM VCU128 FPGA Evaluation Kit	1
EK-U1-VCU129-PP-G	Virtex UltraScale+ 56G PAM4 VCU129 FPGA Evaluation Kit	1
EK-U1-ZCU111-G	Zynq UltraScale+ RFSoC ZCU111 Evaluation Kit	1
AIT PC/Workstation	The workstation needed for building hardware	1

Note that the following software licenses would have to be made available to the team to allow development to continue (if current Urthecast software licenses are not transferable):

MATLAB Floating License	3
MS Visual Studio Professional	1
Vivado HL System Edition	3

SCHEDULE "B"
KACST RELATED ASSETS

1. SAR-XL EM Payload:

   (a) EM antenna panel, qty 2

   (b) EM Digital RF Unit (DRFU) (dual redundant), qty 1

   (c) EM DRFU kit-of-parts (includes all required hardware including prime and redundant DRFU boards, the housing, connectors, etc. to assembly qty 1 DRFU)

   (d) DC/Comms harness for a single antenna panel

   (e) RF interconnections for both antenna panels

   (f) AICU (dual redundant) installed in the EGSE rack (see below)_

2. SAR-XL GSE (used to enable operation and testing of the SAR-XL EM Payload

   (a) EGSE rack:

      (i) the AICU

      (ii) Payload Data Handling Unit (PDHU) emulator – this is an emulator for the SSTL bus PDHU (which is a high speed mass memory unit)

      (iii) Daedalus payload controller PC

      (iv) Power supplies for payload

   (b) EGSE harness

      (i) Cables / harness to connect EGSE to facility

      (ii) Cables harness to connect EGSE rack to payload

      (iii) Payload handling and lifting fixtures

      (iv) Landscape trolley (for a single antenna panel)

      (v) Portrait trolley (for a pair of panels side by side)

      (vi) Lifting spreader

3. Assumed Contracts

Customer	Description	Contract amount Cdn$	Comments	Status	Type
KACST	Technology development program		Contract signed - underway	Ongoing	Contract with various other parties

SCHEDULE "C"
EXCLUDED ASSETS

1. All Ground Segment Hardware and Software (for example, processors, UrthePipeline, Flight Operations System)

2. OptiSAR SOAP (SAR Onboard Automated Processor) Firmware development system with FPGA evaluation kit (Note: this has been superceded by the current OBP development system with FPGA Evaluation kits listed in Schedule A – Appendix 8)

3. Nanowave owned TRM and IFCU modules

4. Personal Laptops etc. of transferred staff

SCHEDULE "D"
PERMITTED ENCUMBRANCES

None.

SCHEDULE "E"
FORM OF APPROVAL AND VESTING ORDER

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

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE MADAME JUSTICE SHARMA	)))	●/●/●

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the ● day of ●,●; AND ON HEARING THE APPLICATION of ●, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the ● Report of the Ernst & Young Inc. in its capacity as the Monitor of the Petitioners (in such capacity, the "**Monitor**") dated ●, 2020 (the "**Report**")

AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the orders set out herein were given notice;

AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Rules and the inherent jurisdiction of the Court,

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient, and this application is properly returnable today.

2. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated as of November 23, 2020 (the "**Sale Agreement**") between UrtheCast Corp. (the "**Vendor**") and 1262743 B.C. Ltd. (the "**Purchaser**"), a copy of which is attached as **Schedule** "**B**" hereto is hereby approved, and the Sale Agreement is declared to be commercially reasonable. The execution of the Sale Agreement by the Vendor is hereby authorized and approved, and the Vendor is hereby

authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").

3. The Transition Services Agreement (as such term is defined in the Sale Agreement) is hereby approved. The execution of the Transition Services Agreement by the Vendor is hereby authorized and approved, and the Vendor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to give effect to the terms thereof.

4. Upon delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as **Schedule** "**C**" hereto (the "**Monitor's Certificate**"), all of the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated September 4, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act of British Columbia* or any other personal property registry system; and (iii) all claims in respect of any taxes owing by the Vendor as at the closing date (as defined in the Sale Agreement); and (iv) those Claims listed on **Schedule** "**D**" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule** "**E**" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

6. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.

7. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act or* Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Vendor is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Vendor's past and current employees, to the extent such employees are assumed by the Purchaser pursuant to the Purchase Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.

8. The Vendor, with the consent of the Monitor and the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

9. Notwithstanding:

   (a) these proceedings under the CCAA;

   (b) any applications for a bankruptcy order in respect of any Petitioner now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

   (c) any assignment in bankruptcy made by or in respect of any Petitioner,

   the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Petitioners, the Monitor, and its 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 Petitioners or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners or the Monitor and their agents in carrying out the terms of this Order.

11. The Petitioners or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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

____
Signature of ●
☐ Party ☑ Lawyer for the Petitioners

BY THE COURT

____
REGISTRAR

SCHEDULE "F"
FORM OF MONITOR'S CERTIFICATE

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

MONITOR'S CERTIFICATE

A. By order made September 4, 2020, this Court appointed Ernst & Young Inc. as monitor (the "**Monitor**") of each of the Petitioners pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-46 (as amended, the "**CCAA**").

B. Pursuant to an order of the Court dated ●, 2020 (the "**Approval and Vesting Order"),** the Court approved the sale of the Purchased Assets to 1262743 B.C. Ltd. (the **"Purchaser**"), providing for the vesting of the Purchased Assets (as defined in the Sale Agreement) in the Purchaser, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE MONITOR HEREBY CERTIFIES the following:

1. The Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Purchaser and Vendor that all conditions of Closing have been satisfied or waived by the applicable Parties.

2. The Monitor has received the Purchase Price.

This Certificate was delivered by the Monitor at [TIME] on ________________ 2020.

ERNST & YOUNG INC., in its capacity as the Monitor of the Petitioners, and not in its personal capacity:

Per: ________________________________
Name

SCHEDULE "G"
PURCHASE PRICE ALLOCATION

Asset Class	Purchase Price Allocation
SAR Assets	$1,000,000
KACST Related Assets	$225,000

42399320.4

Appendix E

UrtheCast Corp. Et al.

Cash Flow Statement

For the four week period ending January 15, 2021

All figures are in canadian dollars (000)

		Actual	Forecast			
		Week 1	**Week 2**	**Week 3**	**Week 4**	**Forecast**
Week Ending	**Notes**	**25-Dec**	**1-Jan**	**8-Jan**	**15-Jan**	**Total**
Receipts						
Other	1	55	-	-	33	**88**
Sale of Sar-XL Assets	2	-	-	-	1,225	**1,225**
Cash Proceeds Antarctica Sale	3				1,000	**1,000**
Total Receipts		**55**	**-**	**-**	**2,258**	**2,313**
Operating Disbursements						
AWS	4	(19)	-	-	-	**(19)**
Prof fees	5	(6)	-	-	-	**(6)**
Payroll	6	-	(286)	-	(230)	**(516)**
SAR	7	(12)	(157)	-	-	**(169)**
Restructuring Professional Fees	8	(205)	(20)	(205)	(538)	**(968)**
Miscellaneous	9	(71)	(31)	-	(139)	**(241)**
Total Operating Disbursements		**(313)**	**(494)**	**(205)**	**(907)**	**(1,919)**
NET OPERATING CASH FLOW		**(258)**	**(494)**	**(205)**	**1,351**	**394**
Financing						
DIP Financing	10	-	793	-	-	**793**
Repayment of DIP Financing	11	-	-	-	(1,948)	**(1,948)**
DIP Interest and Fees	12	-	(25)	-	-	**(25)**
Working Capital and Other Financing	13	-	-	400	440	**840**
Inter-company Transfers	14	(26)	(629)	-	(20)	**(675)**
Total Financing		**(26)**	**139**	**400**	**(1,528)**	**(1,015)**
Net cash flow		**(284)**	**(355)**	**195**	**(177)**	**(621)**
Opening cash balance		**706**	**422**	**67**	**262**	**706**
Ending cash balance		**422**	**67**	**262**	**85**	**85**

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"

Notes and Assumptions to the Cash Flow Forecast

For the four-week period ending January 15, 2021 (the "Period")

Disclaimer:

This cash flow forecast (the **"Forecast"**), has been prepared using unaudited financial information and the Monitor has not attempted to further verify the accuracy or completeness of such information.

The Forecast is based on the probable and hypothetical assumptions outlined below.

Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Period will vary from the Forecast, and such variation may be material. There is no representation, warranty or other assurance that any of the assumptions or estimates used in the Forecast will be realized.

Overview:

The Cash Flow Forecast includes receipts and disbursements of the Petitioners during the Period. The Petitioners, with the assistance of Ernst & Young Inc., in its capacity as monitor of the Petitioners (the "**Monitor**"), have prepared the Forecast based primarily on estimated receipts and disbursements related to the CCAA proceedings and the Petitioners ongoing operations.

Receipts and disbursements are denominated in Canadian dollars.

The Forecast was prepared for the purpose of satisfying the requirements pursuant to paragraph 10(2)(a) of the *Companies' Creditors Arrangement Act* ("**CCAA**").

Beginning Cash:

The Petitioner's opening cash balance as at December 26, 2020 is approximately $422,000 and reflects only the funds in Canada. Certain Petitioners in jurisdictions outside of Canada maintain small cash balances to support working capital however these funds cannot be made available to the Canadian Petitioners.

<u>[1] Other receipts</u>

Includes various funds received for work performed on SAR-XL related projects as well as input tax credit refunds for GST/HST paid.

<u>[2] Sale of Sar-XL Assets</u>

Includes the consideration on the sale of the SAR-XL assets.

[3] Cash Proceeds from Antarctica Sale

Includes the cash component of the sale to of certain of the Petitioners assets and Subsidiaries to an affiliate Antarctica Infrastructure Partners.

[4] Amazon Web Services (“**AWS**”)

Payments made to AWS for use of their cloud-based servers. AWS payments are derived by management estimates of anticipated usage related to processing imagery data via the UrthePipeline platform and general usage.

[5] Professional Fees

Payments made to maintain intellectual property in various jurisdictions.

[6] Payroll

Includes UrtheCast Corp. biweekly payroll. Payroll amounts include approximately 32 highly skilled employees including aerospace engineers and computer software developers. The payroll amounts are estimated based on anticipated staffing levels during the CCAA proceedings.

[7] SAR

Includes payroll and operating costs directly associated with the SAR-XL assets and operations.

[8] Restructuring professional fees

Fees owing to or estimated to be incurred by the Petitioner’s legal counsel, the Monitor and the Monitor's legal counsel in connection with the CCAA proceedings.

[9] Miscellaneous

Miscellaneous disbursements include office expenses, rent, subcontractors, computer systems and software and other miscellaneous costs.

[10] DIP Financing

The Petitioners anticipate drawing on the entirety of the Amended DIP from Antarctica pursuant to the schedule set out in the Amending Agreement to the Antarctica DIP.

[11] Repayment of DIP Financing

Represents anticipated payments to repay the DIP financing (inclusive of fees and interest) provided by 1262743 B.C. Ltd. Also included is an estimate of fees and interest which might be owing to an affiliate of Hale Capital Partners (“Hale”). The amounts included for the affiliate of Hale are based on a settlement between the Petitioners and Hale.

[12] DIP Interest and Fees

Represents the interest and fees payable pursuant to the DIP facility provided by Antarctica Capital Partners.

[13] Other Financing

Represents funds to be advanced by Antarctica in good faith to support working capital in anticipation of completing the transaction contemplated in their stalking horse offer.

[14] Inter-company Transfers

Represents funds required to support working capital in jurisdictions outside Canada. The majority of these funds are to be advanced to Geosys S.A.S. to support the redressement judiciare proceedings. Other recipients of intercompany transfers include entities in Spain and the U.S.A.