

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**

	)	)
	)	)
BEFORE	) THE HONOURABLE MADAM	) March 3, 2021
	) JUSTICE SHARMA	)
	)	)

**ON THE APPLICATION** of the Petitioners coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on March 3, 2021, by MS Teams; **AND ON HEARING THE APPLICATION** OF Jeffrey D. Bradshaw, counsel for Ernst & Young Inc., in its capacity as the Monitor of the Petitioners (in such capacity, the "**Monitor**"), and those other counsel listed on **Schedule "B"** hereto; **AND UPON READING** the material filed, including the Eighth Report of the Monitor and any supplemental reports to the Eighth Report filed (the "**Eighth 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 that:

## SERVICE

1. The time for service of the Notice of Application dated February 24, 2021 is, to the extent necessary, hereby abridged and validated such that the Notice of Application is properly returnable today without further service or notice.

## FEE APPROVAL

2. The fees and disbursements of the Monitor from August 26, 2020, to March 1, 2021, as set out in the Eighth Report, are hereby approved.
3. The fees and disbursements of DLA Piper ("**DLA**", in its capacity as counsel to the Monitor), from September 1, 2020, to March 1, 2021, and as set out in the Eighth Report, are hereby approved.
4. The fees and disbursements of the Monitor and DLA, estimated not to exceed \$20,000 in aggregate, for the completion of remaining activities in connection with these CCAA proceedings, are hereby approved. If the additional fees and disbursements of the Monitor and DLA exceed this amount, the Monitor shall seek approval of this Court for the amount in excess. For greater certainty, if the additional fees and disbursements incurred by the Monitor and DLA are less than the maximum approved herein, no further action is required by any party to effect the approval of such additional fees and disbursements.

## DISCHARGE OF CERTAIN CHARGES

5. Upon the service by the Monitor of an executed certificate in substantially the form attached hereto as Schedule "C" (the "**Monitor's Certificate**") on the Service List, by email, the Priority HALE Interim Lender's Charge, the Interim Lender's Charge, the Break-up Fee and Expense Reimbursement Charge, the Administration Charge, the Director's Charge, and the Intercompany Charge (each as defined in Third Amended and Restated Initial Order dated October 16, 2020) shall be and are hereby terminated, released and discharged, and shall be of no further force or effect, without the need for any further act or formality.

6. The Monitor is hereby directed to file a copy of the Monitor's Certificate with the Court as soon as practicable following service thereof on the Service List.
7. The Monitor is hereby directed to post a copy of the filed Monitor's Certificate on the Monitor's website.
8. Effective following the service of the Monitor's Certificate in accordance with paragraph 5, above, the Antarctica Interim Lender's Charge will remain as a charge against the Property. Any security documentation evidencing, or the filing, registration or perfection of the Antarctica Interim Lender's Charge shall not be required, and the Antarctica Interim Lender's Charge shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent or prior to the Antarctica Interim Lender's Charge coming into existence, notwithstanding any failure to file, register or perfect the Antarctica Interim Lender's Charge.

#### **TERMINATION OF CCAA PROCEEDINGS**

9. Upon the service by the Monitor of the Monitor's Certificate on the Service List, by email, certifying that, to the knowledge of the Monitor, all matters to be attended to in these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any further act or formality (the "**CCAA Termination Time**"), provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any action or steps taken by any individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant thereto.
10. The Monitor is hereby directed to file a copy of the Monitor's Certificate with the Court as soon as practicable following service thereof on the Service List.

#### **DISCHARGE OF MONITOR**

11. Effective at the CCAA Termination Time, Ernst & Young, Inc. shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations, liabilities, or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, Ernst & Young, Inc. shall have the authority to carry out, complete or address any matters in its role as Monitor as are

ancillary or incidental to these CCAA proceedings following the CCAA Termination Time as may be required.

12. Notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of any of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, any other Order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with any actions taken by the Monitor following the CCAA Termination Time with respect to the Petitioners or these CCAA Proceedings.
13. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the Monitor.

#### RELEASE

14. Ernst & Young, Inc. (whether in its capacity as Monitor or otherwise), and DLA, and their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") be and are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any action or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of the filing of the Monitor's Certificate in any way relating to, arising out of or in respect of these CCAA Proceedings (the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred, with prejudice, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim arising out of gross negligence or willful misconduct on the part of the Released Parties.

## **BANKRUPTCY**

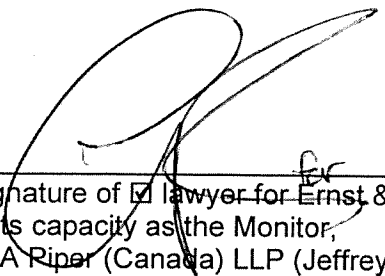
15. The Petitioners are authorized, in their discretion or at the discretion of the Monitor, to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended on or after the CCAA Termination Time.
16. Ernst & Young, Inc. is authorized to execute and file any assignment in bankruptcy and related documents on behalf of the Petitioners.
17. Ernst & Young, Inc. is authorized to act as trustee in bankruptcy of the Petitioners.


## **GENERAL**


18. The Petitioners or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
19. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Purchasers, the Petitioners, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to 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, the Monitor and their respective agents in carrying out the terms of this Order.
20. Endorsement of this Order by counsel appearing on this application other than the counsel for the Monitor is hereby dispensed with.

\*\*\* ENDORSEMENT ATTACHED

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 ☒ lawyer for Ernst & Young Inc.,  
in its capacity as the Monitor,  
DLA Piper (Canada) LLP (Jeffrey D. Bradshaw)

*N. Sharma J.*  
  
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 Ltd.
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	Name of Party
David E. Gruber, Jesse Mighton, and <del>Benjamin Reedijk</del>	The Petitioners
<del>Colin Brousson</del> and Jeffrey Bradshaw	The Monitor



**Schedule "C"**

**Monitor's Certificate**

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**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 March 3, 2021 (the "**Termination Order**"), the Court approved the termination of the within proceedings and the discharge of certain charges by way of filed Monitor's certificate.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Termination Order.

**THE MONITOR HEREBY CERTIFIES** the following:

- 1. The Priority Hale Interim Lender's Charge, the Interim Lender's Charge, the Break-up Fee and Expense Reimbursement Charge, the Administration Charge, the Director's Charge, and the Intercompany Charge (each as defined in Third Amended and Restated Initial Order dated October 16, 2020) are hereby terminated, released and discharged, and shall be of no further force or effect.
- 2. The within CCAA proceedings are terminated.

This Certificate was delivered by the Monitor at [TIME] on \_\_\_\_\_ 2021.

**ERNST & YOUNG INC.**, in its capacity as  
the Monitor of the Petitioners, and not in its  
personal capacity:

Per: \_\_\_\_\_

Name

**Schedule "A"**  
**List of Petitioners**

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2. Deimos Imaging S.L.U.
3. DOT Imaging S.L.U.
4. Geosys Australia PTY Ltd.
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.