SUPERIOR COURT

(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No. 500-11-058116-209

DATE: November 5, 2021

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

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

SPECTRA PREMIUM INDUSTRIES INC. (hereafter the "**Canadian Seller**")
-and-

SPECTRA PREMIUM HOLDINGS (USA) CORP.

-and-

SPECTRA PREMIUM (USA) CORP. (hereafter the "**US Seller**")

-and-

SPECTRA PREMIUM PROPERTIES (USA) CORP.

-and-

SPECTRA PREMIUM TAIWAN CO. LTD.

-and-

SPECTRA PREMIUM (SHANGHAI) AUTOMOTIVE TECHNICAL SERVICES CO. LTD.

-and-

SPECTRA PREMIUM (CHONGQING) AUTOMOTIVE SERVICES CO. LTD.

Debtors/Petitioners

And

ERNST & YOUNG INC.

Monitor

-and-

THE PARTIES TO THE ASSIGNED AGREEMENT LISTED IN SCHEDULE C

Mis en Cause

AMENDED ASSIGNED CONTRACTS ORDER

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[1] **FURTHER** to the Approval and Vesting Order (the "**Approval and Vesting Order**") and the Assigned Contracts Order (the "**Assigned Contracts Order**") issued by this Court on September 28, 2021;

[2] **ON READING** the Debtors' *Application for the issuance of an Amended Assigned Contracts Order* (the "**Application**"), the affidavit and the exhibit in support thereof;

[3] **ON SEEING** the service of the Application and the absence of objection thereof;

[4] **ON SEEING** the submissions of the attorneys present at the presentation of the Application;

[5] **CONSIDERING** that it is appropriate to issue the present Amended Assigned Contracts Order (the "**Amended Assigned Contracts Order**"), including for the reasons attached to the procès-verbal of the November 5, 2021, hearing;

WHEREFORE THE COURT:

[6] **GRANTS** the Application.

[7] **ORDERS** that the Amended Assigned Contracts Order replaces the Assigned Contracts Order issued on September 28, 2021.

SERVICE

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

[9] **PERMITS** service of the Amended Assigned Contracts Order at any time and place and by any means whatsoever.

DEFINED TERMS

[10] **ORDERS** that unless otherwise defined herein, capitalize terms used in the Amended Assigned Contracts Order shall have the meaning given to them in the Approval and Vesting Order or the Purchase Agreement.

ASSIGNED CONTRACTS

[11] **ORDERS** that upon delivery of the Certificate, or immediately if such has already been delivered:

(a) all of the rights and obligations of the Debtors under and to the Specific Assigned Agreements identified in Schedule "A" attached herewith, but subject to the rights of the Purchaser not to assume certain of said contracts and remove any such contract from Schedule "A" on or before Closing, (herein defined as the "**Specific Assigned Agreements**") shall be assigned, conveyed, transferred to and assumed by the Canadian Purchaser or the US Purchaser in accordance with the Purchase Agreement and pursuant to section 11.3 of the CCAA and such assignment is valid and binding upon all of the counterparties to the Specific Assigned Agreements, notwithstanding any restriction, condition or prohibition contained in any such Specific Assigned Agreements relating to the assignment thereof, including any provision requiring the consent of any party to the assignment; and

(b) the counterparties to the Specific Assigned Agreements are prohibited from exercising any rights or remedies under the Specific Assigned Agreements, and shall be forever barred and estopped from taking such action, by reason of (i) any defaults thereunder, (ii) any restriction, condition or prohibition contained therein relating to the assignment thereof, (iii) any change of control, or (iv) the Transaction or any parts thereof (including, for certainty, the assignment of the Specific Assigned Agreements pursuant to the Amended Assigned Contracts Order), and are hereby deemed to waive any defaults relating thereto. For greater certainty and without limiting the foregoing, no counterparty to a Specific Assigned Agreement shall rely on a notice of default sent prior to the filing of the Certificate to terminate any one of the Specific Assigned Agreements.

CURE COSTS

[12] **ORDERS** the Purchasers to assume all of the Sellers obligations under the Specific Assigned Agreement to which Dream Industrial REIT is a counterparty, including the payment of all post filing rent and other amounts payable which

include the Specific Assigned Agreement's Cure Costs to be paid as of September 2022 in equal monthly instalments until June 2025.

[13] **DECLARES** that except for the Specific Assigned Agreement to which Dream Industrial REIT is a counterparty, there is no outstanding Cure Costs as defined in the Purchase Agreement.

GENERAL

[14] **ORDERS** that for greater certainty the Amended Assigned Contracts Order is issued without limiting the effectiveness of the Approval and Vesting Order.

[15] **ORDERS** that notwithstanding:

(a) the pendency of these proceedings;

(b) any petition for the Appointment of a Receiver order or applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) (the "**BIA**") in respect of any of the Debtors and any Receivership or bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Debtors;

(d) the provisions of any federal or provincial legislation;

the assignment of the Specific Assigned Agreements to the Purchasers pursuant to and in accordance with the Amended Assigned Contracts Order are to be binding on any receiver or trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by anyone nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

[16] **ORDERS** that for greater certainty and without limiting the effectiveness of the Approval and Vesting Order, the Debtors' rights, title and interests in and to the Specific Assigned Agreements shall vest absolutely in the Purchasers as Purchased Assets in accordance with the provisions of the Approval and Vesting Order.

[17] **ORDERS** that the Debtors, the Purchasers, and the Monitor may from time to time apply for such further or other advice and directions or relief as may be necessary or desirable to give effect to the Amended Assigned Contracts Order.

[18] **ORDERS** that the Purchase Agreement (Exhibit R-2) be kept confidential and under seal until the earlier of a) the closing of the Transaction; or b) further order of this Court.

[19] **DECLARES** that the Amended Assigned Contracts Order shall have full force and effect in all provinces and territories in Canada.

[20] **DECLARES** that the Monitor, as foreign representative of the Debtors, shall be authorized to apply as it may consider necessary or desirable, pursuant to the Purchase Agreement or else, with or without notice, to any other court or administrative body, including the United States Bankruptcy Court for the District of Delaware for orders which aid, complement and give full effect to the Amended Assigned Contracts Order so as to obtain the recognition Orders required under the Purchase Agreement. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.

[21] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Amended Assigned Contracts Order.

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

Louis Joseph Gouin

Signature numérique de Louis Joseph Gouin
Date : 2021.11.05 10:15:29 -04'00'

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

Me Jean Legault and
Me Jonathan Warin
Lavery, de Billy
Attorneys for the Debtors

Me Luc Morin and
Me Guillaume Michaud
Norton Rose Fulbright Canada
Attorneys for the Monitor

SCHEDULE A

SPECIFIC ASSIGNED AGREEMENTS

(a) Contracts with Ford

- All active contracts and purchase orders with Ford Motor Company

(b) Contracts with Isuzu

- All active contracts and purchase orders with Isuzu

(c) Contracts with Autozone Parts, Inc.

- All active contracts and purchase orders with Autozone Parts, Inc.

(d) Contracts with O'Reilly (Ozark Purchasing, LLC)

- All active contracts and purchase orders with O'Reilly

(e) Contracts with BRP

- All active contracts and purchase orders with BRP

(f) Contracts with FCA Chrysler

- All active contracts and purchase orders with FCA Chrysler

(g) Real Property Leases

- Lease between MVP (Imperial Square) Properties Inc. as landlord and Spectra Canada as tenant dated September 20, 1999 and terminating on October 31, 2021 for the premises located at 3068 Beta Avenue, Burnaby, British Columbia, as extended on September 7, 2004, September 24, 2007, August 27, 2009, September 5, 2012, October 26, 2015, September 21, 2018 and August 10, 2021.

- Lease between Spectra Canada as lessee and Kane Investment Corp. as lessor dated September 12, 2013 and terminating on November 30, 2023 for the premises located at 609 – 28th Street N.E., Calgary, Alberta.

- Lease between Spectra Canada as tenant and Baramy Investments Ltd. as landlord dated September 15, 2000 and terminating on January 31, 2023 for the premises located at 5307 – 82nd Avenue, Edmonton, Alberta, T68 2J6, as extended on September 7, 2005, December 22, 2008, January 18, 2012, December 9, 2014 and January 10, 2020.

- Lease between Spectra Canada as tenant and Neptune Properties Inc. as landlord dated October 31, 2008 and terminating on November 30, 2022 for the premises located at Unit 3 – 1347 Border Street, Winnipeg, Manitoba, as extended on June 16, 2011 and June 10, 2014.

- Net Multi-Tenant Industrial Building Lease between Spectra Canada as tenant and Dream Industrial Twofer (GP) Inc. as landlord dated June 1, 2017 and terminating on May 31, 2022 for the premises located at 903-951 Matheson Boulevard, Mississauga, Ontario, L4W 2R7.

- Lease between Spectra Canada as tenant and M.A. Commercial Centre Inc. as lessor dated March 1, 1999 and terminating on July 31, 2023 for the premises located at 242A and 234 Dieppe Boulevard, Dieppe, New Brunswick, E1A 6P8, as extended on August 29, 2003, October 6, 2003, January 18, 2012, September 3, 2013 and August 1, 2018.

- Net Multi-Tenant Industrial Building Lease between Spectra Canada as tenant and KS Eastern Industrial Inc. as landlord dated November 10, 2020 and terminating on November 30, 2023 for the premises located at 10 Morris Drive, Unit 33-34, Dartmouth, Nova Scotia.

- Lease between Spectra Canada as tenant and Pensionfund Realty Limited as landlord dated August 15, 2012 and terminating December 31, 2023 for the premises located at Units 1117-1141 New Market Street, Unit 1135, Ottawa, Ontario, K1B 4N4, as amended on April 11, 2013, March 12, 2018 and August 19, 2020.

- Net Net Net Lease between 9150-6394 Québec Inc. as landlord and Spectra Canada as tenant dated June 7, 2005 and terminating on June 7, 2025 for the premises located at 1411, 1421 and 1451 Ampere Street, Boucherville, Quebec J4B 5Z5, as amended on March 30, 2021.

- Lease between Spectra Canada as tenant and Société Immobilière Bruno Roussin Inc. as landlord dated May 11, 2006 and terminating on December 31, 2026 for the premises located at 2950 Watt Street, Ste-Foy, Quebec, G1X 4A8, as renewed on January 1, 2015 and January 1, 2020.

- Lease between US Opco as tenant and Indiana Becknell Investors 2011 LLC as landlord dated April 15, 2013 and terminating on May 31, 2028 for the premises located at 3052 North Distribution Way, Greenfield, Indiana 46140 as amended on July 24, 2013, July 11, 2018, May 28, 2019, May 21, 2020 and March 19, 2021, as assigned to 3052 N Distribution Way, LLC on March 23, 2021.

- Lease between Spectra Canada as tenant and N.H.D. Developments Limited as landlord dated June 1, 2019 and terminating on May 31, 2022 for Unit 6 located at 5736 Finch Avenue East, Toronto, Ontario, M1B 5R1.

- Lease between Spectra Canada as tenant and SREIT (Quest Montreal) Ltd. as landlord dated October 14, 2020 and terminating on October 31, 2022 for the premises located at 1151-1179 Autoroute 440, Unit 1165, Laval, Quebec.

- Lease dated June 1, 2021 between Spectra Canada as tenant and P.S. Atlantic Limited as landlord for the premises located at 102 Clyde Avenue, Mount Pearl, Newfoundland, A1N 4S2, for a term expiring on May 31, 2022.

(h) IT Contracts

- All license agreements with Oracle or any of its Affiliates
- All license agreements with Creaform CCP or any of its Affiliates
- All license agreements with InnovMetric PolyWorks/Modeler or any of its Affiliates