IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 15
SPECTRA PREMIUM INDUSTRIES INC., *et al.*,[1]	:	Case No. 20-10611 (BLS)
	:	(Jointly Administered)
Debtors in a Foreign Proceeding.	:	**Ref. No. 104**

AMENDED[2] ORDER (I) ENFORCING (A) CANADIAN COURT ORDER APPROVING SALE OF DEBTORS' ASSETS AND (B) CANADIAN COURT ORDERS APPROVING ASSIGNMENT OF CERTAIN CONTRACTS, (II) APPROVING SALE OF DEBTORS' ASSETS, INCLUDING ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[3] of Ernst & Young Inc. (the "Foreign Representative"), in its capacity as the court-appointed monitor of the above-captioned debtors (collectively, the "Debtors") in insolvency proceedings (the "Canadian Proceedings") commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA") pending before the Superior Court, sitting in the Commercial Division for the district of Montréal (the "Canadian Court"), and as the duly authorized foreign representative as defined by section 101(24) of title 11 of the United States Code (the "Bankruptcy Code"), for an order (i) recognizing and giving full force and effect to the order entered by the Canadian Court (the "Canadian Vesting Order") approving the sale of substantially all assets of Debtors Spectra Premium Industries Inc.

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[1] The Debtors in these Chapter 15 cases, along with the last four digits of each Debtor's federal identification number, are: Spectra Premium Industries Inc. (4016); Spectra Premium Holdings (USA) Corp. (7133); Spectra Premium (USA) Corp. (9447); and Spectra Premium Properties (USA) Corp. (7618). The registered office of Spectra Premium Industries Inc., the Debtors' ultimate corporate parent company, is located at 1 Place Ville Marie in Montréal, Québec, Canada, H3B 4M4, Suite 4000. The Debtors are collectively managed from the Spectra Group's corporate headquarters in Boucherville, Québec, Canada.

[2] This order is amended to enforce the *Amended Assigned Contracts Order* issued by the Canadian Court on November 5, 2021.

[3] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

and Spectra Premium (USA) Corp. (the "US Seller" and, collectively with Spectra Premium Industries Inc., the "Sellers") to Spectra Premium Mobility Solutions Canada Ltd. and Spectra Premium Mobility Solutions USA, LLC (together, the "Purchaser"), being affiliate entities of Turnspire Capital Partners, (ii) recognizing and giving full force and effect to the order entered by the Canadian Court approving the assignment of certain of the Debtors' contracts to the Purchaser (the "Canadian Assignment Order") and the amended order approving assignment of certain of the Debtors' contracts, (the "Amended Canadian Assignment Order" and, together with the Canadian Vesting Order and Canadian Assignment Order, the "Canadian Orders"), (iii) authorizing and approving the sale of substantially all of the Sellers' assets, including the assumption and assignment of certain contracts, to the Purchaser pursuant to the terms and conditions set forth in the Canadian Orders, and (iv) granting related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with sections 157 and 1334 of title 28 of the United States Code, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012 (the "Amended Standing Order"); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to section 157(b) of title 28 of the United States Code; and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief sought in the Motion having been provided; and it appearing that no other or further notice need be provided; and this Court having found that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and this Court having found that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.[4]

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled by stipulation, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objections have been otherwise satisfied or adequately provided for.

3. The Sale, including the assignment of the Assigned Agreements, and all of the terms and conditions thereof, as set forth in the Canadian Orders, are hereby approved.

4. The Canadian Vesting Order and the Canadian Assignment Order, copies of which were attached to the Motion as Exhibit C and Exhibit D, respectively, and the Amended Canadian Assignment Order, attached hereto as **Exhibit 1**, are hereby recognized and enforced and given full force and effect in the United States.

5. The Foreign Representative is authorized, pursuant to sections 105, 363, 1507, 1520, and 1521 of the Bankruptcy Code, to consummate the Sale and to transfer the Sellers' assets (as defined in the Asset Purchase Agreement, the "Purchased Assets") to the Purchaser in accordance with the Canadian Orders and the Asset Purchase Agreement. The Sale shall constitute a legal, valid, and effective transfer of the Sellers' right, title, and interest in the Purchased Assets, notwithstanding any requirement for approval or consent by any person or entity and shall vest the Purchaser with any and all right, title, and interest of the Sellers in and to the Purchased Assets.

6. In accordance with the Canadian Orders and sections 363 and 1520 of the Bankruptcy Code,[5] upon the consummation of the Sale, all rights, title and interest in and to the

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[4] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

[5] The Sellers may sell the Purchased Assets free and clear of all liens, claims and interests, because one or more of the standards set forth in section 363(f)(l)-(5) of the Bankruptcy Code have been satisfied. Those holders of liens, claims and interests against the Debtors or any of the Purchased Assets who did not object, or who withdrew their

Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favor of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "Encumbrances"), excluding any Permitted Encumbrances (as defined in the Asset Purchase Agreement and/or Canadian Vesting Order); provided, however, that all Encumbrances (except the Permitted Encumbrances) shall attach to the proceeds of the Sale 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 that possession or control immediately prior to the sale, subject to any claims, interests, and defenses the Debtors or any of their affiliates may possess with respect thereof.

7. Notwithstanding anything to the contrary contained herein or in the Asset Purchase Agreement, the Purchased Assets shall not include any of the rights, title and interest of Deutsche Bank AG, New York Branch ("Deutsche Bank") in and to the accounts receivables previously purchased or which may be purchased going forward (each, an "Account Receivable") by Deutsche Bank from the US Seller pursuant to the Supplier Financing Agreement entered into between such parties on August 12, 2014 (as may be amended and/or restated, from time to time, the "SFA"). Subject to the payment by Deutsche Bank to the US Seller of the amounts payable

objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code.

with respect to any Account Receivable (whether previously purchased or to be purchased going forward) in accordance with the terms of the SFA, all right, title and interest to such Account Receivable has vested or shall vest, as applicable, absolutely and exclusively in and with Deutsche Bank, free and clear of and from any and all Encumbrances.

8. The transactions contemplated by the Canadian Orders and the Asset Purchase Agreement, including the Sale, are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal, modification, or vacatur by a subsequent order of this Court or any other court of the authorization provided herein of the Sale, shall not affect the validity of the Sale of the Purchased Assets to the Purchaser, and notwithstanding any reversal, modification, or vacatur of this Order, the Sale shall be governed in all respects by the provision of this Order and the Canadian Orders, as the case may be.

9. Approval of the Motion, enforcement of the Canadian Orders, and the consummation of the Sale contemplated thereby are in the best interests of the Debtors, their creditors and other parties in interest. The consideration provided by the Purchaser pursuant to the Asset Purchase Agreement for its purchase of the Purchased Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the Unites States and those of any state, territory, possession or the District of Columbia. The transactions approved by this Order are not subject to avoidance under section 363(n) of the Bankruptcy Code. The Purchaser is not an “insider” as that term is defined in section 101(31) of the Bankruptcy Code.

10. The provisions of this Order approving the Sale and authorizing the sale of the Purchased Assets free and clear of the Encumbrances shall be self-executing, and neither the Debtors, the Foreign Representative nor the Purchaser shall be required to execute or file releases,

termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Order. Notwithstanding the foregoing, a certified copy of this Order may be filed with the appropriate clerk and/or recorded, and such clerk, recorder, or other applicable office, official, or person is hereby directed to accept such filing and act to cancel the liens, claims, interests and other Encumbrances of record.

11. If any person or entity which has filed statements or other documents or agreements evidencing any Encumbrances or other interests in, the Purchased Assets shall not have delivered to the Debtors prior to the closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements and any other documents necessary for the purpose of documenting the release of any and all Encumbrances and other interests that the person or entity has or may assert with respect to the Purchased Assets, the Debtors are hereby authorized and directed, and the Purchaser is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

12. Section 365 of the Bankruptcy Code shall hereby apply to these Chapter 15 cases. In accordance with the Canadian Assignment Order and Amended Canadian Assignment Order, the Sellers are authorized, pursuant to sections 363 and 365 of the Bankruptcy Code, to assume the Assigned Agreements and assign such agreements to the Purchaser, and such transfer and assignment shall be deemed legal, valid, binding and effective and shall be free and clear of all Encumbrances. The Assigned Agreements shall be transferred to, and remain in full force and effect for the benefit of the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assigned Agreement that prohibits, restricts, or conditions such assignment or transfer.

13. The Debtors and the Foreign Representative are authorized to perform all of their obligations under and comply with the terms of the Canadian Orders and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Canadian Orders.

14. The Debtors, the Foreign Representative and the Purchaser are authorized to consummate the Sale immediately upon entry of this Order.

15. Pursuant to section 1521 of the Bankruptcy Code and subject to the Canadian Orders and Asset Purchase Agreement, counsel for the Debtors (Lavery de Billy LLP) is entrusted with the distribution of the proceeds of the Sale and is hereby authorized to distribute such proceeds in the Canadian Proceedings in accordance with the Canadian Orders and applicable law.

16. The terms and provisions of this Order shall inure to the benefit of the Debtors and the Purchaser and their respective successors and assigns.

17. This Order is and shall be binding upon and govern the acts of all persons and entities, including without limitation, the Purchaser, the Debtors, the Foreign Representative, any trustees, all creditors and shareholders of the Debtors, any person or entity asserting a lien on or other interest in the Purchased Assets, all parties in interest, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Canadian Orders.

18. Effective upon the consummation of the Sale and except as otherwise provided by the Canadian Orders or this Order, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or their respective assets or properties, with respect to any (a) claim arising under, out of, in connection with or in any way relating to the Purchased Assets prior to the consummation of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser or its successors, or any of their respective assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or other against the Purchaser or its successors, or any of their respective assets or properties; (iii) creating, perfecting or enforcing any liens, claims or interests, or other Encumbrances against the Purchaser or its successors, or any of their respective assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to the Purchaser or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, the Canadian Orders, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Purchased Assets.

19. Upon the occurrence of the closing of the Sale, this Order shall be considered and shall constitute for any and all purposes a full and complete general assignment conveyance and transfer of the Purchased Assets located in the United States acquired by the Purchaser under the Asset Purchase Agreement and/or a bill of sale or assignment transferring indefeasible title and interest in the Purchased Assets to the Purchaser, as applicable.

20. The Purchaser shall not be deemed, as a result of any action taken in connection with this Order, the Canadian Orders or the Asset Purchase Agreement, to: (a) be a legal successor, or otherwise be deemed a successor to the Debtors or any of their affiliates (other than with respect to any obligations arising under the Purchase Agreement from and after the closing); (b) have, de facto or otherwise, merged with or into the Debtors or any of their affiliates; or (c) be a mere continuation or substantial continuation of the Debtors or any of their affiliates or the enterprise of the Debtors or any of their affiliates. Without limiting the foregoing, the Purchaser shall have no obligations with respect to any liabilities of the Debtors or any of their affiliates, including, but not limited to, liens, claims or interests based under any theory of successor liability, de facto merger or continuity of interest.

21. No bulk sales law, or similar law of any state or other jurisdiction, shall apply in any way to the Sale, the Motion or this Order.

22. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

23. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors.

24. The automatic stay pursuant to sections 362 and 1520 of the Bankruptcy Code is hereby lifted with respect to the Debtors solely to the extent necessary to allow the Purchaser, the Foreign Representative, and/or the Debtors to deliver any notice provided for in the Canadian

Orders or the Asset Purchase Agreement and allow the Purchaser, the Foreign Representative, and/or the Debtors to take any and all actions permitted under this Order, the Canadian Orders or the Asset Purchase Agreement in accordance with the terms and conditions thereof.

25. Nothing in this Order: (a) releases, nullifies, precludes or enjoins the enforcement of any liability to a governmental unit under police or regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order; or (b) authorizes the transfer to the purchaser of any license, permit, registration, or governmental authorization or approval without the Purchaser's compliance with all applicable legal requirements under non-bankruptcy law governing such transfers.

26. Notice of the Motion, as provided therein, and the Sale free and clear of all Encumbrances shall be deemed good and sufficient and reasonable under the circumstances in these Chapter 15 cases and otherwise satisfies the requirements of applicable Bankruptcy Rules and the Local Rules.

27. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

28. Notwithstanding Bankruptcy Rule 6004(h) and 6006(d), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

29. Nothing contained herein shall be construed as an admission of the validity of any claim or lien against the Debtors, or a waiver of the Foreign Representative's or the Debtors' rights to dispute any claim or lien.

30. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: November 8th, 2021
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Amended Canadian Assignment Order

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

[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.

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.

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- 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.

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- 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