C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

Nº: 500-11-058116-209

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1995, c. 36, as amended)

IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF:

4406443 CANADA INC. (fka Spectra Premium Industries Inc.)

-and-

4406443 PREMIUM HOLDINGS (USA) CORP. (fka Spectra Premium Holdings (USA) Corp.)

-and-

4406443 PREMIUM (USA) CORP. (fka Spectra Premium (USA) Corp.)

-and-

4406443 PREMIUM PROPERTIES (USA) CORP. (fka Spectra Premium Properties (USA) Corp.)

Petitioners

-and-

ERNST & YOUNG INC.

Monitor

-and-

COMMISSION DES NORMES, DE L'ÉQUITÉ, DE LA SANTÉ ET DE LA SÉCURITÉ AU TRAVAIL

Respondent

-and-

TRIBUNAL ADMINISTRATIF DU TRAVAIL

-and-

SPECTRA PREMIUM MOBILITY SOLUTIONS CANADA LTD.

Mis en cause

APPLICATION FOR THE ISSUANCE OF AN ORDER DECLARING THAT A REGULATORY BODY IS SEEKING TO ENFORCE ITS RIGHTS AS A CREDITOR AND TO STAY AND DECLARE MOOT SUCH ENFORCEMENT OF RIGHTS
(Sections 11.02 and 11.1 of the Companies' Creditors Arrangement Act, R.S.C. 1995, c. 36, as amended)

INTRODUCTION

1. By the present *Application for the issuance of an order declaring that a Regulatory Body is seeking to enforce its rights as a Creditor and to stay and declare moot such enforcement of rights* (the "**Application**"), the Petitioners seek the issuance of an Order Declaring that the *Commission des normes, de l'équité, de la santé et de la sécurité au travail* ("**CNESST**") is seeking to enforce its rights and the rights of certain Former Employees (as defined herein) as creditors and to stay and declare moot said enforcement of rights, in order to stay and declare moot ongoing proceedings and hearings commenced by the CNESST and the Former Employees against Spectra Premium Industries Inc.

BACKGROUND

2. The Spectra Group are debtor companies in the Motion for the issuance of an Initial Order filed on March 9, 2020 (the "**Initial Motion**") for which a First Day Initial Order under the *Companies' Creditors Arrangement Act* ("**CCAA**") was issued in this Court file on March 10, 2020, and an Amended and Restated Initial Order was issued on March 24, 2020 (the "**A&R Initial Order**"), as appears from the Court record.

3. The A&R Initial Order provided, *inter alia*, i) that all proceedings against Spectra Group were stayed until June 6, 2020, ii) the appointment of Ernst & Young inc. as Monitor and, iii) listing and detailing the Powers of the Monitor, as defined therein.

4. On June 5, 2020, the Court issued an Order extending the stay of proceedings until September 26, 2020.

5. On September 25, 2020, this Court issued a Second Amended and Restated Initial Order modifying the A&R Initial Order, listing and confirming the Powers of the Monitor, and ordering, *inter alia*, that the stay of proceedings be extended until January 30, 2021 (the "**Second A&R Initial Order**").

6. On September 25, 2020, this Court also issued a Claims Process Order providing for the process applicable for the filing of claims against the Petitioners, including a Claims Bar Date for creditors to file their respective proofs of claim, which was set to November 20, 2020.

7. On January 29, 2021, this Court issued a Third Order extending the stay of proceedings until May 31, 2021.

8. On May 31, 2021, this Court issued a Fourth Order extending the stay of proceedings until September 30, 2021.

9. On September 17, 2021, Petitioners Spectra Premium Industries and Spectra Premium (USA) Corp (the “**Vendors**”) entered into an Asset Purchase Agreement (the “**APA**”) with, among other, the Mise en cause Spectra Premium Mobility Solutions Canada Ltd. (the “**Purchaser**”) for the sale to the Purchaser of the Canadian Purchased Assets (as defined in the APA) and the assumption of certain specific contracts and liabilities of the Vendors as of the date of the closing, as appears from a copy of the APA (with unrelated schedules removed) communicated as **Exhibit R-1**;

10. On September 21, 2021, the Petitioners filed an *Application for i) the issuance of an Approval and Vesting Order; ii) issuance of an Assigned Contracts Order; and iii) a fifth extension of the stay of proceedings* (the “**AVO Application**”).

11. On September 28, 2021, this court issued i) an *Approval and Vesting Order* and ii) an *Assigned Contracts Order* as well as iii) a *Fifth Order Extending the Stay of Proceedings* until April 30, 2022.

12. The Approval and Vesting Order provides more particularly that:

> **VESTING OF PURCHASED ASSETS**
>
> [11] **ORDERS** and **DECLARES** that upon the issuance by the Monitor of a Closing Certificate substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"), all rights, title and interest in and to (i) the Canadian Purchased Assets shall vest absolutely and exclusively in and with the Canadian Purchaser, and (ii) the US Purchased Assets shall, with the assistance of the US Courts, vest absolutely and exclusively in and with the US 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 favour 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**"), including without limiting the generality of the foregoing all charges, security interests or charges evidenced by registration, publication or filing pursuant to the Civil Code of Québec, any Personal Property Security Act of a province or territory of Canada (“**PPSA**”) or of similar nature in the US, or any other applicable legislation providing for a security interest in personal or movable property, excluding however, the permitted encumbrances, easements and restrictive covenants listed on **Schedule "B"** hereto (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Canadian Purchased Assets and US Purchase Assets, other than the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.
>
> […]

as appears from the Court Records.

13. On November 12, 2021, the Monitor issued the Certificate of the Monitor confirming that (i) the APA for almost all assets of the Petitioners had been executed and delivered, (ii) the Purchase Price (as defined in the APA) had been paid and (iii) all conditions to the

closing of the transaction had been satisfied or waived by the parties thereto, the whole as appears from the Court records.

14. On December 3, 2021, this court issued an *Order Expanding the Powers of the Monitor and Other Ancillary Orders*.

CNESST AND FORMER EMPLOYEES' CLAIMS

15. Ms. Sonia Bujold, Mr. François Brulotte and Mr. Luc Pichette (the "**Former Employees**") were all employees of the Petitioner and debtor company under the present CCAA proceedings, Spectra Premium Industries Inc. (the "**Debtor Employer**").

16. On or around May 27, 2020, and after the A&R Initial Order was rendered by this Court (March 24, 2020), the Former Employees were laid off by the Debtor Employer, the whole pursuant of paragraph 26 (d) of the A&R Initial Order and as appears from the Former Employees' respective dismissal letters (the "**Dismissal Letters**") communicated *en liasse* as **Exhibit R-2**.

17. Paragraph 26 (d) of the A&R Initial Order reads as follows:

> "26. DECLARES that, to facilitate the orderly restructuring of their business and financial affairs (the "**Restructuring**") but subject to such requirements as are imposed by the CCAA, the Petitioners shall have the right, subject to approval of the Monitor and compliance with the terms of the forbearance agreement entered into between certain of the Petitioners and Wells Fargo on March 9, 2020 (the "**Forbearance Agreement**"), or further order of the Court, to:
>
> […]
>
> (d) terminate the employment of such of their employees or temporarily or permanently lay off such of their employees as they deem appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Petitioners and such employee, or failing such agreement, make provision to deal with, any consequences thereof in the Plan, as the Petitioners may determine;" [Our Emphasis]

18. Each of the Dismissal Letters refers to the Debtor Employer's present CCAA proceedings as well as to the First Day Initial Order which provided for the initial stay of proceedings against the Petitioners and more particularly, the Debtor Employer.

19. Furthermore, each of the Dismissal Letters instructed the Former Employees to communicate with the Monitor in order to preserve their respective rights as the Debtor Employer's creditors and to file their respective proofs of claim.

THE CLAIMS PROCESS ORDER

20. The Claims Process Order provided for the process applicable for claims by employees who are or were employed by the Petitioners and whose claims are assessed by the

Petitioners (the “**Scheduled Employees**”). The Former Employees are Scheduled Employees.

21. Pursuant to the Claims Process Order, the Scheduled Employees’ claims against the Petitioners, including the Debtor Employer, were to be processed as follows, inter alia:

    a. The Monitor was to send to each Scheduled Employee his/her Notice of Scheduled Employee’s Claim which consists of the Petitioners’ determination of the Scheduled Employee’s claim, together with a copy of the Notice of Dispute, by no later than 5:00 p.m. (Montréal time) on October 14, 2020 (paragraph 6 of the Claim Process Order);

    b. The Scheduled Employee who wished to dispute the amount of his/her Claim as set out in the Notice of Scheduled Employee’s Claim had to file with the Monitor his/her Notice of Dispute by no later than the later of (i) thirty (30) days after the date on which the Monitor sends a Notice of Scheduled Employee’s Claim or (ii) the Claims Bar Date (the “**Notice of Dispute Bar Date**”) (paragraph 7 of the Claim Process Order);

    c. The Scheduled Employee who does not file a Notice of Dispute with the Monitor by the Notice of Dispute Bar Date is deemed to have accepted the amount set out in the Notice of Scheduled Employee’s Claim and be entitled to vote at the Creditors’ Meeting and shall be entitled to receive any distributions pursuant to the Plan (paragraph 7 of the Claim Process Order).

22. Pursuant to the Claims Process Order, the Monitor sent the Former Employees their respective Notice of Scheduled Employee’s Claim on or about October 9, 2020, as appears from said Notices of Scheduled Employee’s Claim and their proof of receipt communicated *en liasse* as **Exhibit R-3**.

23. With respect to Mr. François Brulotte:

    a. a Notice of Dispute was filed on October 26, 2020;

    b. a revised Notice of Scheduled Employees’ Claim for a total amount of $9,420.76, was filed, which claim was accepted on November 19, 2020;

    c. the Notice of Dispute of Mr. Brulotte was withdrawn by him on November 19, 2020;

    d. all amounts owed as unpaid vacation were paid in December 2021;

24. With respect to Mr. Luc Pichette:

    a. following the filing of the initial Notice of Scheduled Employees’ Claim on or about October 9, 2020, a revised Notice of Scheduled Employees’ Claim for a total amount of $9,248.33, was filed, which claim was deemed accepted on November 11, 2020;

    b. all amounts owed as unpaid vacation were paid in December 2021;

25. With respect to Ms. Sonia Bujold:

a. following the filing of the initial Notice of Scheduled Employees' Claim on or about October 9, 2020, a revised Notice of Scheduled Employees' Claim was filed on November 11, 2020;

b. a Notice of Dispute was filed on December 11, 2020;

c. a re-revised Notice of Scheduled Employees' Claim was filed, and deemed accepted on January 8, 2021;

d. all amounts owed as unpaid vacation were paid in December 2021;

THE FORMER EMPLOYEES' CLAIMS AT THE CNESST

26. Despite the Stay of Proceedings and what is provided for in both the A&R Initial Order (paragraph 26) and the Claims Process Order, the Former Employees filed claims with the CNESST against the Debtor Employer pursuant to 124 (and 122 for François Brulotte) of the Quebec Act Respecting Labour Standards, CQLR c N-1.1 (the "**Labour Standards Act**") for dismissals not made for good and sufficient cause (the "**CNESST Claims**"), as appears from the Former Employees' respective CNESST Claims communicated as **Exhibit R-61, 6.2, and 6.3**.

27. As appear Exhibit 6.3, the complaint filed by François Brulotte also alleges that he was dismissed for exercising a right under subparagraph 6 of section 122 of the Labour Standards Act (fulfilment of obligations relating to the care, health or education or because of the state of health of a relative within the meaning of section 79.6.1);

28. Section 124 of the Labour Standards Act reads as follows:

> "124. An employee credited with two years of uninterrupted service in the same enterprise who believes that he has not been dismissed for a good and sufficient cause may present his complaint in writing to the Commission des norms, de l'équité, de la santé et de la sécurité du travail or mail it to the address of the Commission des norms, de l'équité, de la santé et de la sécurité du travail within 45 days of his dismissal, except where a remedial procedure, other than a recourse in damages, is provided elsewhere in this Act, in another Act or in an agreement.
>
> If the complaint is filed with the Administrative Labour Tribunal within this period, failure to have presented it to the Commission des norms, de l'équité, de la santé et de la sécurité du travail cannot be set up against the complainant."

29. Pursuant to the Labour Standards Act, when a claim under section 124 is filed, the CNESST appoints an agent to investigate such claim and to try to settle it. Should such claim be not settled, the CNESST agent shall, without delay refer the claim to the Tribunal Administratif du Travail ("**TAT**").

30. Despite numerous communications between the different CNESST agents appointed to the CNESST Claims and the undersigned attorneys, informing said CNESST agents about the present CCAA proceedings, including the Stay of Proceedings, the right granted under paragraph 26 of the A&R Initial Order and the Claims Process Order, the CNESST has refused continued its investigation process claiming that it is a regulatory body pursuant

to section 11.1 of the CCAA ("**Regulatory Body**") and that the Stay of Proceedings had no effect on the CNESST Claims pursuant to section 11.1 (2) of the CCAA.

31. Consequently, the CNESST Claims have proceeded in parallel and without any consideration of the present CCAA proceedings, reaching a point where the CNESST Claims were referred to a hearing process scheduled before the TAT as soon as March 7, 2022 (for former employee Luc Pichette).

32. On or about January 31, 2022, the Monitor notified to the CNESST and the TAT Notices of stay of proceedings requiring the immediate stay of the proceedings scheduled to be heard before the TAT with respect to the CNESST Claims.

33. On or about February 15, 2022, the TAT, invoking section 11.1 of the CCAA, indicated that it did not intend to suspend the CNESST Claims.

34. The hearing before the TAT in the file of Luc Pichette has been postponed to a later date that has yet to be set.

35. The hearing before the TAT in the file of François Brulotte has been reset to October 27, 2022 after having been postponed on one occasion.

36. Despite the CNESST and the TAT position, the Petitioners are of the view that not only the CNESST Claims against the Debtor Employer must be stayed, but that they are moot with no chance of success.

REASONS JUSTIFYING DECLARING THE CNESST CLAIMS STAYED AND MOOT

37. Section 11.1 (2) of the CCAA states that a stay of proceedings ordered pursuant to section 11.02 of the CCAA does not affect a Regulatory Body's suit or proceeding, "other than the enforcement of a payment ordered by the regulatory body or the court".

38. Furthermore, section 11.1 (4) of the CCAA allows the Debtor Employer to petition the Court to have an order issued "declaring both that the regulatory body is seeking to enforce its rights as a creditor and that the enforcement of those rights is stayed".

39. By continuing the CNESST Claims investigation process and referring the claims for hearings before the TAT, the Respondent CNESST and the Former Employees are using these parallel proceedings to have their rights as creditors adjudicated on and enforced.

40. Therefore, the CNESST Claims proceedings before the TAT should be at the least stayed, especially considering that such stay of proceedings against the CNESST and the TAT is not contrary to the public interest.

41. Furthermore, and more importantly, the CNESST Claims are based on the premise that the Former Employees' dismissals could have been made without good and sufficient cause pursuant to section 124 of the Labour Standards Act or for exercising a right pursuant to section 122 of the Act.

42. However, and as demonstrated above, the Former Employees were laid off by the Debtor Employer after the A&R Initial Order was rendered by this Court and pursuant to paragraph 26 (d) of said A&R Initial Order.

43. By the parallel process undertaken under the Labour Standards Act, the CNESST seeks to review the exercise of the power granted by this Court under the A&R Initial Order.

44. Additionally, the Former Employees all benefitted from the Claims Process Order which was also rendered by this Court, and which applied to their respective claims as Scheduled Employees.

45. The claims of the Former Employees that have been assessed are now crystallized as a result pursuant to the Claims Process Order.

46. As a matter of fact, and as part of the conditions related to the APA approved under the *Approval and Vesting Order*, Petitioners have paid to the Former Employees all amounts owed to them on account of vacation pay accrued prior to the Initial Order and up to and until the date of their termination. As for the other employees, which were retained by the purchaser, all such amounts have either been paid by or assumed by the purchaser.

47. On March 27, 2022, one of the Former Employee, Mrs. Sonia Bujold, has withdrawn her CNESST Claim.

48. A hearing and decision of the TAT adjudicating on the same claims would have the effect of countering or voiding the application of such Claims Process Order.

49. Additionally, as part of the APA, the Purchaser agreed to offer employment to all employees of the Vendors as of the date of the closing, with effect as of closing, on substantially similar terms and conditions as apply to such employees immediately prior to Closing (paragraph 5.2 APA).

50. However, the Purchaser assumed no liabilities or obligations of the Vendors to the Former Employees under the APA and, considering the Approval and Vesting Order, no such liabilities or obligations of the Vendor can be transferred or assumed by the Purchaser.

51. Allowing for the CNESST Claims of the Former Employees to be adjudicated by the TAT would have the effect to circumvent the orders rendered by this Court including the A&R Initial Order, the Claims Process Order and the Approval and Vesting Order.

52. For the aforementioned reasons, the Petitioners respectfully submit to this Court that not only the CNESST Claims should be stayed, but they should be declared moot in the present circumstances.

CONCLUSION

53. Therefore, considering the above, the Petitioners submit that it is appropriate for this Court to issue an order declaring that the CNESST is seeking to enforce its rights and the rights of the Former Employees as creditors and to stay and declare moot said enforcement of rights.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

[1] **GRANT** the present *Application for the issuance of an Order Declaring that a Regulatory Body is seeking to enforce its rights as a creditor and to Stay and Declare Moot such enforcement of rights* (the "**Application**").

[2] **DECLARE** that Mr. François Brulotte and Mr. Luc Pichette's respective claims with the *Commission des normes, de l'équité, de la santé et de la sécurité au travail* ("**CNESST**") pursuant to section 124 of the the Quebec Act Respecting Labour Standards, CQLR c N-1.1 (the "**Labour Standards Act**") for dismissals not made for good and sufficient cause (the "**CNESST Claims**") are stayed.

[3] **DECLARE** that, as per the terms and conditions of the *Approval and Vesting Order* of this Court dated September 28, 2021, all rights, title and interest in and to the Canadian assets purchased were vested to the Mise en cause Spectra Premium Mobility Solutions Canada Ltd. free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, or other claims or encumbrances resulting from any claims related from the employment of any person that was not an employee of the Petitioner as of November 12, 2021, date of the closing of the sale.

[4] **DECLARE** that the Mise en cause Spectra Premium Mobility Solutions Canada Ltd.is not liable, for any reason whatsoever, for any claim, debt or liability in favour of any former employee of the Petitioners or in favour of the Respondent CNESST for any claim, debt or liability or other obligation of the Petitioner for the period prior to November 12, 2021.

[5] **DECLARE** that the CNESST Claims are moot.

[6] **THE WHOLE** without costs, except if contested.

MONTREAL, June 23,2022

Lavery De Billy

LAVERY, DE BILLY, L.L.P.
Lawyers for Petitioners

AFFIDAVIT

I, the undersigned, Éric St-Amour, Senior Vice President at Ernst & Young, having a place of business at 900, Boul de Maisonneuve West, Suite 2300, Montreal, Quebec, H3A 0A8, solemnly affirm that:

1. By Order of the Court issued on December 3, 2021, the powers of Ernst & Young Inc., acting in its capacity of Monitor to the Petitioners were expanded and includes among others the power to execute, assign, issue, endorse documents of whatever nature in respect of any of the Petitioners, whether in the Monitor's name or in the name of the Petitioners and on behalf of any of the Petitioners.

2. I am the authorized representative of the Monitor and, as such, I have cognizance of all the facts in the present matter.

3. All the facts alleged in the *Application for the issuance of an Order Declaring that a Regulatory Body is seeking to enforce its rights as a creditor and to Stay and Declare Moot such enforcement of rights* are true.

AND I HAVE SIGNED:

ÉRIC ST-AMOUR

SOLEMNLY AFFIRMED before me on
June 23, 2022, by videoconference
Teams, in Montréal and St-Hubert allowing
me to recognize Éric St-Amour, and witnessing
him having read the motion and the sworn
declaration and having signed it. The document
transferred by email is *Application for the issuance
of an order declaring that a Regulatory Body is seeking to
enforce its rights as a Creditor and to stay
and declare moot such enforcement of rights*

Nathalie Tremblay
119,696
COMMISSAIRE À L'ASSERMENTATION POUR LE QUÉBEC

Nathalie Tremblay, Commissioner of
Oaths for Province of Quebec

NOTICE OF PRESENTATION

TO: **THE SERVICE LIST**

TO: Dossier Luc Pichette (dossier 620089824)
Me Manon Paquin
Pineault Avocats CNESST
Direction générale des affaires juridiques
Commission des normes, de l'équité, de la santé et de la sécurité du travail
500, boulevard René-Lévesque Ouest, 25e étage
Montréal (Québec) H2Z 2A5

Courriel : Manon.paquin@cnesst.gouv.qc.ca

TO : Dossier François Brulotte (dossier 620090822)
Me Claire-France Mercier
Pineault Avocats CNESST
Direction générale des affaires juridiques
Commission des normes, de l'équité, de la santé et de la sécurité du travail
500, boulevard René-Lévesque Ouest, 25e étage
Montréal (Québec) H2Z 2A5

Courriel: Claire-france.mercier@cnesst.gouv.qc.ca

TO : Greffe du Tribunal Administratif du Travail
35, rue de Port-Royal Est, 2e étage
Montréal (Québec) H3L 3T1
RE : Dossier TAT : 1200701 (Luc Pichette)
Dossier TAT : 1203886 et 1203887 (François Brulotte)

Courriel : tat.montreal.vprt@tat.gouv.qc.ca

TAKE NOTICE that the present *Application for the issuance of an order declaring that a Regulatory Body is seeking to enforce its rights as a Creditor and to stay and declare moot such enforcement of rights* will be presented for before the Honourable Justice Louis J. Gouin, S.C.J., at a date, time and forum to be determined by the Court and that will be announced and communicated to the Service List by a Supplemental Notice of presentation.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, June 23, 2022

Lavery De Billy

LAVERY, DE BILLY, L.L.P.
Lawyers for Petitioners

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

Nº: 500-11-058116-209

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1995, c. 36, as amended)

IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF:

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-and-

ALS.

Petitioners

and

ERNST & YOUNG INC.

Monitor

and

COMMISSION DES NORMES, DE L'ÉQUITÉ, DE LA SANTÉ ET DE LA SÉCURITÉ AU TRAVAIL

Respondent

and

TRIBUNAL ADMINISTRATIF DU TRAVAIL

Mis en cause

LIST OF EXHIBITS

[*Application for the issuance of an order declaring that a Regulatory Body is seeking to enforce its rights as a Creditor and to stay and declare moot such enforcement of rights*]

Exhibit R-1: Asset Purchase Agreement dated September 17, 2022 [with Schedules J, K and 2.7 only];

Exhibit R-2: *En liasse*, Former Employees' respective dismissal letters;

Exhibit R-3: *En liasse*, Notices of Scheduled Employee's Claim and their proof of receipt;

Exhibit R-4: *En liasse*, Revised Notice of Scheduled Employee's Claim and its proof of receipt;

Exhibit R-5: Ms. Sonia Bujold's Notice of Dispute;

Exhibit R-6: Former Employees' respective CNESST Claims;

MONTREAL, June 23, 2022

Lavery De Billy

LAVERY, DE BILLY, L.L.P.
Lawyers for Petitioner

Nº: 500-11-058116-209

SUPERIOR COURT
(Commercial Division)
DISTRICT OF MONTRÉAL

IN THE MATTER OF THE ARRANGEMENT OF:

4406443 CANADA INC. (fka Spectra Premium Industries Inc.)
-and-
4406443 PREMIUM HOLDINGS (USA) CORP. (fka Spectra Premium Holdings (USA) Corp.)
-and-
4406443 PREMIUM (USA) CORP. (fka Spectra Premium (USA) Corp.)
-and-
4406443 PREMIUM PROPERTIES (USA) CORP. (fka Spectra Premium Properties (USA) Corp.)

Petitioners

AND

ERNST & YOUNG INC.

Monitor

APPLICATION FOR THE ISSUANCE OF AN ORDER DECLARING THAT A REGULATORY BODY IS SEEKING TO ENFORCE ITS RIGHTS AS A CREDITOR AND TO STAY AND DECLARE MOOT SUCH ENFORCEMENT OF RIGHTS (Sections 11.02 and 11.1 of the Companies' Creditors Arrangement Act, R.S.C. 1995, c. 36, as amended)**, AFFIDAVIT, NOTICE OF PRESENTATION**

ORIGINAL

O/file: 001320-00060 BL 1332

Me Jean Legault: 514 878-5561
jlegault@lavery.ca

LAVERY, DE BILLY, L.L.P.
SUITE 4000, 1, PLACE VILLE MARIE, MONTREAL, QUEBEC H3B 4M4
TELEPHONE: 514 871-1522 FAX NUMBER: 514 871-8977
EMAIL NOTIFICATIONS: NOTIFICATIONS-MTL@LAVERY.CA

Execution Version

EXHIBIT R-1

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 17th day of September, 2021.

BETWEEN:

SPECTRA PREMIUM INDUSTRIES INC., a company incorporated under the federal laws of Canada ("**Spectra Canada**")

- and –

SPECTRA PREMIUM (USA) CORP., a company incorporated under the laws of the State of Delaware ("**US Opco**", together with Spectra Canada, the "**Sellers**" and each individually a "**Seller**")

- and –

台灣光譜高優股份有限公司 (also known as **SPECTRA PREMIUM TAIWAN CO. LTD.**), a company limited by shares incorporated under the laws of the Republic of China ("**Spectra Taiwan**" together with the Sellers, the "**Spectra Parties**" and individually a "**Spectra Party**")

- and -

SPECTRA PREMIUM MOBILITY SOLUTIONS CANADA LTD., a company incorporated under the laws of Ontario (the "**Canadian Purchaser**")

- and -

SPECTRA PREMIUM MOBILITY SOLUTIONS USA, LLC, a limited liability company incorporated under the laws of the State of Delaware (the "**US Purchaser**" and together with the Canadian Purchaser, the "**Purchasers**")

RECITALS:

Whereas:

A. Spectra Canada has carried on business since 1989.

B. The Spectra Parties, among others, voluntarily filed under the *Companies' Creditors Arrangement Act* (the "**CCAA**") and an initial order (the "**Initial Order**") was issued by the Quebec Superior Court (Commercial Court) (the "**CCAA Court**") dated March 10, 2020, as amended and restated on March 24, 2020 and September 24, 2020 under Court File Number 500-11-058116-209 (the "**CCAA Proceedings**").

C. Ernst & Young Inc. was appointed as monitor (the "**Monitor**") for the Spectra Parties in connection with the CCAA Proceedings.

D. The *Petitioner's Verified Petition Under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief* [D.I. 5] (Case No. 20-10611) pending before the United States Bankruptcy Court for the District of Delaware was filed on March 11, 2020 and a *Final Order Granting Recognition of Foreign Main Proceedings and Certain Related Relief* was filed on May 29, 2020 by the United States Bankruptcy Court for the District of Delaware (the "**Chapter 15 Proceedings**").

E. The Sellers and the Purchasers have agreed to the sale and purchase of the Purchased Assets and assumption of the Assumed Liabilities (as such terms are herein defined) pursuant to the terms of this Agreement (the "**Transaction**").

F. In connection with the closing of the Transaction, the Spectra Parties will file the appropriate sale materials: (i) pursuant to the CCAA Proceedings with the CCAA Court, and (ii) pursuant to the Chapter 15 Proceedings with the United States Bankruptcy Court for the District of Delaware to approve the Transaction in accordance with the terms hereof.

G. Each Party acknowledges that the Sellers' authority to conclude the Transaction is subject to the terms and conditions contained herein and approval of the CCAA Court.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual agreements in this Agreement, and for other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"Accounts Receivable" means all those accounts receivable, trade accounts receivable, notes receivable, book debts or other debts owing (whether or not invoiced or then due) to the Sellers as at the Closing Date (and specifically including any and all security or collateral for such items, including deposits received from customers of the Business (as hereinafter defined)) save and except as comprised in the Excluded Assets;

"Affiliate" means, when used to indicate a relationship with a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term "controlled" has a corresponding meaning; *provided that*, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person;

"Agreement" means this asset purchase agreement and all Schedules attached hereto and the terms "hereof" and "hereto" refer to this Agreement as a whole and references to "Article", "Section" and "subsection" mean the relevant article, section or subsection of this Agreement unless the context specifically indicates otherwise;

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act (as amended) ("**FCPA**"), and any other Applicable Law, regulation, or order relating to bribery or corruption (governmental or commercial);

"Applicable Law" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, by-law (zoning or otherwise), or Order, or any License of any Governmental Authority, that applies in whole or in part to the Transaction, the Sellers, the Purchasers, the Business or to any of the Purchased Assets;

"Approval and Vesting Order" means an order or orders of (i) the CCAA Court in a form substantially in accordance with Schedule A and otherwise acceptable to the Purchasers authorizing and approving the Transaction and ordering that all right, title and interest of the Sellers in the Purchased Assets be vested in the Purchasers free and clear of any right, title or interest of the Sellers or of any other claims and Encumbrances, except for Permitted Encumbrances, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, by or of all Persons, and (ii) of the court overseeing the Chapter 15 Proceedings recognizing and enforcing such sale order or orders in the United States in form and substance acceptable to the Purchasers, acting reasonably;

"**Assigned Contracts**" means the contracts pertaining to the Business that are set out in Exhibit K;

"**Assigned Contract Order**" means an Order of the CCAA Court (pursuant to section 11.3 of the CCAA) as recognized within the Chapter 15 Proceedings in a form substantially in accordance with Schedule I and otherwise acceptable to the Purchasers authorizing and approving the assignment of Assigned Contracts as required by the Purchasers in accordance with the provisions hereof, including the provisions of Section 2.2 and Section 4.1.2;

"**Assumed Contracts**" means the contracts, agreements and entitlements of the Sellers set out on Schedule K;

"Assumed Liabilities" has the meaning set out in Section 2.7;

"Audited Financial Statements" has the meaning set out in Section 3.1.4;

"Business" means the business of the Spectra Parties, being the design and manufacture of aftermarket, OEM and tooling automotive components for heating and cooling, fuel delivery and engine management systems and the distribution of such products;

"Business Day" means a day other than a Saturday or Sunday, on which chartered banks are open for the transaction of domestic business in Montreal, Quebec and New York, New York;

"Canadian Purchased Assets" means, subject to the terms hereof, all of the interest of Spectra Canada in the Accounts Receivable, Inventory, the Assumed Contracts, the Fixed Assets, the Intellectual Property Rights, the leasehold interest of Spectra Canada in the Premises (other than the Premises included in the Excluded Assets), the Rights of Action, the Equipment Leases, the Goodwill, the Records, Closing Cash (if the amount of the Closing Cash is positive), the Tax Credits and Wage Subsidies, the Prepaid Insurance Premiums, any claims and receivables owing from Spectra Sweden in excess of any outstanding indebtedness owing by the Sellers to Export Development Canada that is secured by such claims and receivables from Spectra Sweden, and all other assets of Spectra Canada which Spectra Canada has agreed to sell and the Canadian Purchaser has agreed to purchase pursuant to this Agreement, and for greater certainty, excluding the Excluded Assets and the US Purchased Assets;

"Closing" means the completion of the Transaction by the Sellers and the Purchasers in accordance with the terms of this Agreement;

"Closing Cash" means all cash and cash equivalents (including marketable securities) of the Spectra Parties as of the close of business on the Closing Date, reduced by outstanding checks (including balances in a net overdraft position), customer deposits and restricted cash, and calculated without giving effect to the consummation of the transactions contemplated by this Agreement or any financing thereof;

"**Closing Certificate**" means the certificate confirming the closing of the Transaction in the form attached to the Approval and Vesting Order;

"Closing Date" means a date which is at least twenty-two (22) days after the CCAA Court grants the Approval and Vesting Order and the Assigned Contract Order, and no later than October 29, 2021 or such other date as the Parties agree to in writing;

"Closing Documents" means this Agreement and the documents set out in Sections 2.10.1(b), 2.10.1(c), 2.10.1(e), 2.10.1(f) and 2.10.2(a);

"Closing Time" means 10:00 a.m. Montreal time on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing shall take place;

"Code" shall mean the United States Internal Revenue Code of 1986 or any successor Applicable Law, and regulations issued from time to time by the United States Treasury pursuant to the Internal Revenue Code or any successor Applicable Law;

"Computers" has the meaning set out in Section 5.3;

"Contracts" means all contracts, agreements and entitlements of the Sellers relating to the Business;

"COVID-19 Virus" means the global outbreak of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), first identified in 2019 in Wuhan, China, the related coronavirus disease and any outbreak or disease caused by such coronavirus or any variant thereof (COVID-19);

"**Current Liabilities**" means the following current liabilities of the Sellers (and no others) as of the Closing incurred in the Ordinary Course of Business by the Sellers since March 10, 2020, determined in accordance with GAAP, and not to exceed $5,000,000 in the aggregate: (i) vendor trade payables; (ii) vendor trade CIA commitments; (iii) freight carriers and freight forwarders; (iv) local vendors owed $10,000 or less; (v) contract related payments relating to Assumed Contracts and Assigned Contracts; (vi) equipment lease payments and real property lease payments relating to the Purchased Assets; (vii) amounts owed to third parties of which there is an offsetting deposit for which the Purchasers will receive the benefit of the deposit; and (viii) amounts owed to payroll processor and benefits administration firms. For greater certainty, Current Liabilities shall not include: (i) the debt owed by the Sellers to the Senior Lenders, (ii) professional fees and expenses of the Sellers associated with the CCAA Proceeding; (iii) accrued vacation pay for previously terminated employees of the Sellers; and (iv) liabilities and obligations with respect to Excluded Assets;

"**Disclosure Schedules**" means the disclosure schedules attached to this Agreement;

"**Disposal**" means any disposal by any means, including dumping, incineration, spraying, pumping, injecting, depositing or burying;

"Employee Plans" has the meaning set out in Section 3.1.19(a);

"Employee Retention Bonuses" means an amount of $1,738,250 in cash (or other immediately available funds) or equity, at the option of the applicable Employee, to be used to pay the Employee Retention Bonuses;

"Employees" means all individuals who are full-time or part-time employees of the Spectra Parties as of the date of this Agreement;

"Employment Legislation" means, collectively, the labour, employment standards, workplace health and safety, human rights, pension, pay equity, *the Civil Code of Quebec* and related legislation and regulation applicable in the provinces and/or states where any Seller maintains employees;

"Encumbrances" shall have the meaning ascribed thereto in the Approval and Vesting Order;

"Environment" means the air, surface water, ground water, body of water, any land (including surface land and sub-surface strata), soil or underground space, all living organisms and the interacting natural systems that include components of the air, land, water, and inorganic matters and living organisms, and the environment or natural environment as defined in any Environmental Law, and "Environmental" shall have a corresponding meaning;

"Environmental Claim" means any claims, demands, complaints, actions, applications, suits, causes of action, orders, directives, charges, indictments, investigations, violation notices, prosecutions, or other similar processes, assessments by any person or Government Authority under Environmental Law, and including, but not limited to any of same alleging liability for any breach of Environmental Law or cost of enforcement proceedings, investigations, remediation, removal of Hazardous Substances;

"Environmental Law" means all Applicable Laws relating to the protection of the Environment including, without limitation, those relating to the presence, storage, generation, use, handling, manufacture, distribution, emission, processing, transportation, import, export, treatment, clean-up, remediation, Release or Disposal of any Hazardous Substance;

"Environmental Notice" means any written notice, directive, investigation, proceeding, warning, correspondence, letter or other written communication from any Governmental Authority relating to any investigation, non-compliance or potential non-compliance with or breach of or potential breach of any Environmental Law or Environmental Permit;

"Environmental Permit" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made under any Environmental Law;

“Equipment Leases” means equipment leases in favour of the Sellers as specifically listed in Schedule B;

“ETA” means Part IX of the *Excise Tax Act* (Canada);

“Excluded Assets” means the following assets of the Sellers, as applicable: (i) Closing Cash (if the amount of Closing Cash is negative); (ii) bank accounts of the Sellers; (iii) the shares of Spectra Sweden or any assets owned by Spectra Sweden, including, without limitation, any claims or receivables; (iv) the vacant land located at 124 Dakota Road, Debert, Nova Scotia; (v) the shares of Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd. or any assets owned by Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., including, without limitation, any claims or receivables; (vi) the shares of Spectra Premium (Chongqing) Automotive Services Co. Ltd. or any assets owned by Spectra Premium (Chongqing) Automotive Services Co. Ltd., including, without limitation, any claims or receivables; (vii) the shares of Spectra Premium Holdings (USA) Corp. or any assets owned by Spectra Premium Holdings (USA) Corp., including, without limitation, any claims or receivables; (viii) the shares of Spectra Premium Properties (USA) Corp. or any assets owned by Spectra Premium Properties (USA) Corp., including, without limitation, any claims or receivables; (ix) indenture between Spectra Canada and Pernod Enterprises Limited dated November 1, 2017; (x) the shares of Spectra Premium (USA) Corp.; and (xi) any claims and receivables owing from Spectra Sweden up to an amount equal to the outstanding indebtedness owed by the Sellers to Export Development Canada that is secured by such claims and receivables from Spectra Sweden;

“Excluded Liabilities” has the meaning set out in Section 2.8;

“Financial Statements” has the meaning set out in Section 3.1.4;

“Fixed Assets” means all fixed assets, machinery, equipment, computers, furniture, furnishings and vehicles owned by the Sellers and currently located at the Premises, or elsewhere, together with all operating manuals, maintenance logs, and equipment drawings and specifications in the possession of the Sellers relating thereto, including those assets specifically listed in Schedule C;

“Fraud” means fraud under Applicable Law;

“Free Cash” means the unrestricted cash of the Spectra Parties in excess of their respective cash flow requirements;

“GAAP” means generally accepted accounting principles, for private enterprises as applied in any relevant and applicable jurisdiction;

“Global Trade Laws” means the U.S. Export Administration Regulations; the U.S. International Traffic in Arms Regulations; the import laws administered by U.S. Customs and Border Protection; the economic sanctions rules and regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control; European Union Council Regulations on export controls, including Nos. 428/2009 and 267/2012; other EU Council sanctions regulations, as implemented in EU Member States; United Nations sanctions policies; all relevant regulations made under any of the foregoing; and other applicable economic sanctions, export control, or import Applicable Laws;

"Goodwill" means the goodwill of the Business, including the right to carry on the Business and the use of all websites, telephone numbers and facsimile numbers used by the Business, trade name and customer and supplier lists;

"Governmental Authority" means any domestic or foreign government whether federal, provincial, state or municipal and any judicial authority, governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever;

"GST/HST" means all taxes levies under the ETA;

"**Hazardous Substance**" means, collectively, petroleum, any petroleum product, any radioactive material (including radon gas), explosive or flammable materials, asbestos in any form, urea-formaldehyde foam insulation, polychlorinated biphenyls, and per and polyfluoroalkyl substances, any pollutant, contaminant, hazardous material, hazardous waste, toxic substance, or restricted hazardous waste, as defined, identified, regulated or declared in any Environmental Law;

"including" means **"including without limitation"** and the term **"including"** shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

"Intellectual Property Rights" means all of the patents, trade names, trademarks, industrial designs, copyright, inventions, drawings, disclosures, methods, technical data, formulae, service marks, databases, data, business names or styles (including the name 'Spectra' and 'Spectra Premium'), computer software (including algorithms, protocols, interfaces, applications, tools, object code, source code and all related materials), processes, technology, know how, domain names, websites, social media sites (including Twitter), trade secrets and other intellectual property and the goodwill appurtenant thereto, including all of the intellectual property in Schedule D, in each case used or reasonably necessary to permit satisfactory operation of the Business as presently constituted;

"Interim Financial Statements" has the meaning set out in Section 3.1.4;

"Interim Period" means the period beginning on the date of this Agreement up to and including the Closing Date;

"Inventory" means all inventory of every kind and nature and wheresoever situated, of raw materials, work-in-progress, finished goods, operating supplies and packaging materials of or relating to the Business, including the inventory listed in Schedule E;

"Leased Real Property" has the meaning set out in Section 3.1.9(a);

"License" means any license, permit, approval, authorization, right, privilege, concession or franchise in respect of the Business;

"Licensed IP" means all of the Intellectual Property Rights that are owned by a person other than the Spectra Parties, including that which is material to the Business or the Spectra Parties, and including those Intellectual Property Rights in Schedule D described as licensed by the Spectra Parties;

"Losses" means losses, damages, liabilities, deficiencies, Proceedings, judgments, loss of profits, diminution in value, interest, awards, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided that* **"Losses"** shall not include punitive or exemplary damages, except in the case of Fraud or to the extent actually awarded to a Governmental Authority or other third-party;

"Management Prepared Financial Statements" has the meaning ascribed thereto in Section 3.1.4;

"Material Adverse Effect" means any fact or state of facts, circumstance, change, effect, occurrence or event that when considered either individually or in the aggregate is material and adverse to the Business, operations, assets, liabilities or financial condition of the Spectra Parties, except to the extent that the material adverse effect results from or is caused by (i) conditions or effects that generally affect the primary industries or markets in which the Spectra Parties operate (including legal and regulatory changes), (ii) changes affecting financial, credit, debt or capital market conditions in Canada, the United States or elsewhere in the world (including in each of clauses (i), and (ii), any effects or conditions resulting from an outbreak or escalation of hostilities, acts of terrorism, political instability or other national or international calamity, crisis or emergency, pandemics (other than the COVID-19 Virus to the extent there is a catastrophic deterioration of COVID-19 conditions as compared to the prior 18 month period preceding the date hereof), weather, an act of God or any governmental or other response to any of the foregoing), (iii) changes in laws, (iv) the negotiation, execution or announcement of the execution of this Agreement, or the consummation of the transactions contemplated thereby, including the impact thereof on relationships, contractual or otherwise, with customers, distributors, employees or regulators, or (v) compliance with the terms and conditions of this Agreement by the Spectra Parties or any act or failure to act requested by the Purchasers; provided, however, that with respect to clauses (i) through (iii), such matter does not have a materially disproportionate effect on the Spectra Parties, taken as a whole, relative to other comparable companies and entities operating in the primary markets or industries in which the Spectra Parties operate;

"Material Contracts" has the meaning set out in Section 3.1.6;

"Order" means any order, judgment, injunction, decree, award or writ with or of any court, tribunal, arbitrator or Governmental Authority;

"Ordinary Course of Business" means, with respect to any action taken by the Spectra Parties, as applicable, that such action is consistent with the past practice and custom of the Business and is taken in the ordinary course of the normal day-to-day operations of the Business taking into account that the Spectra Parties, among others, voluntarily filed under the CCAA and are under CCAA Proceedings and Chapter 15 Proceedings;

"Parties" means the Purchasers and the Spectra Parties, and "**Party**" means any one of them;

"**Pay-Off Letters**" means pay-off letters from: (i) Wells Fargo as agent; and (ii) Laurentian Bank of Canada as agent in each case, in respect of indebtedness owed by the Spectra Parties dated as of the Closing Date;

“Pension Plan” means a “registered pension plan” as that term is defined in section 248(1) of the Tax Act;

“Permit” means all permits, licenses, authorizations, filings or registrations, franchises, approvals, certificates, exemptions, classifications, variances and similar rights obtained, or required to be obtained, from a Governmental Authority;

“Permitted Encumbrances” shall mean those encumbrances listed in Schedule F;

“Person” or **“person”** shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any Governmental Authority or any other entity recognized by law;

“Pre-Closing Environmental Liability” means any Losses or indebtedness, obligations or other liabilities whether absolute, accrued, contingent, fixed or otherwise, arising under Environmental Law, or relating to any Environmental Claim or the Release of any Hazardous Substances in, on, under or migrating from the Leased Real Property arising from conditions, facts, acts or omissions first occurring prior to Closing, but includes any such Environmental Claim made after Closing or which may be discovered after Closing;

“**Pre-Closing Period**” means all Tax periods ending on or before the Closing Date;

“Premises” means the lands and premises from which any of the Spectra Parties carries on the Business as specifically listed in Schedule G;

“Prepaid Insurance Premium” means the Sellers’ prepaid premium in respect of their insurance policies;

“Proceeding” means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or any arbitrator or arbitration panel;

“Purchase Price” means the purchase price payable for the Purchased Assets pursuant to Section 2.2;

“Purchased Assets” means, collectively, the Canadian Purchased Assets, the US Purchased Assets and the Spectra Taiwan Shares;

“Purchaser R&W Group” has the meaning specified in Section 3.6.4;

“QST” means all taxes levied under the QST Act;

“QST Act” means *An Act respecting Québec Sales Tax* (Québec);

“R&W Binder” means the agreement by and between the R&W Insurer and the Purchasers, dated as of the date hereof, to bind the R&W Insurance Policy; **“R&W Insurance Policy”** means the representations and warranties insurance policy to be issued by the R&W Insurer to the Purchasers, at the Purchasers’ sole cost not to be deducted in any manner, directly or indirectly from the Purchase Price**,** with effect as of the Closing Date pursuant to (and subject to the terms and conditions of) the R&W Binder (as such policy may be amended, modified or supplemented from time to time);

“R&W Insurance Policy Claim” has the meaning specified in Section 3.6.4;

“R&W Insurer” means the insurer under the R&W Insurance Policy;

“Real Property Leases” has the meaning set out in Section 3.1.9(a);

“Records” means all of the records relating to the Business consisting of operating data, files, books and records, correspondence, materials, contract documents, emails and content of social media feeds, including, without limitation Facebook, LinkedIn and Twitter, and the minute book for Spectra Taiwan;

“Release” means any release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing, escaping or migrating of any Hazardous Substance into or through the Environment or as defined in any Environmental Law;

“Remedial Order” means any Order issued, filed or imposed under any Environmental Law and includes any Order requiring any investigation, remediation, abatement or clean-up of any Hazardous Substance, or requiring that any Release or Disposal (or threat thereof) be reduced or eliminated;

“Restricted Country” means any country or geographic region subject to comprehensive economic sanctions administered by U.S. Treasury Department’s Office of Foreign Assets Control or the EU, which currently includes: Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;

“Restricted Party” means any Person included on one or more of the Restricted Party Lists, or any Person owned by or acting on behalf of a Person included on one or more of the Restricted Party Lists;

“Restricted Party Lists” includes the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List, all administered by the U.S. Treasury Department’s Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the consolidated list of Persons, Groups and Entities subject to EU Financial Sanctions, as implemented by the EU Common Foreign & Security Policy; and similar lists of restricted parties maintained by other applicable Governmental Authorities;

“Rights of Action” means all causes of action and choses in action specifically listed in Schedule G;

“Sales Taxes” has the meaning set forth in Section 2.6;

“Sellers’ Knowledge” or any other similar knowledge qualification, means the actual knowledge of any of Denis Chabot, Henri-Paul Boyer, Simon Dumas, Martin Brazeau, Bernard Blouin, Denis Desaulniers and Jean Desjardins, after due inquiry;

“Seller Owned IP” means all Intellectual Property Rights owned by the Sellers as of the Closing Date, including those Intellectual Property Rights in Schedule D described as owned by the Sellers;

“Senior Lenders” means, collectively, Wells Fargo as agent and lender, Canadian Imperial Bank of Commerce as lender, Laurentian Bank of Canada as agent and lender and Export Development Canada as lender;

“Spectra Sweden” means Spectra Premium AB;

“**Spectra Taiwan Shares”** means all of the issued and outstanding shares of Spectra Taiwan;

“Tax Act” means the *Income Tax Act* (Canada), as amended from time to time;

“**Tax Authority**” means any domestic, foreign, federal, national, state, county or municipal or other local government responsible for the collection of Taxes;

“Tax Credits and Wage Subsidies” means: (i) any federal or provincial tax credits (including, without limitation, scientific research and development tax credits) claimed in accordance with the Tax Act and the relevant provincial legislation that are claimed by any Seller in respect of the Pre-Closing Period; (ii) all governmental wage subsidy and income support programs, including, without limitation, the Canada Emergency Wage Subsidy, which any of the Sellers have applied for or participated in; and (iii) net tax received by or payable to Spectra Canada on account of, or as a result of, claims for input tax credit, input tax refunds, rebates, and other similar claims for refunds or rebates (whether claimed or to be claimed) by Spectra Canada pursuant to the ETA, the QST Act, or any other provincial or territorial value added, sales, or use Tax legislation or any similar Tax legislation in Canada;

“Taxes” means all federal, state, local, provincial and foreign taxes, assessments, duties or similar charges, including all corporate, franchise, income, sales, use, ad valorem, gross receipts, value added, profits, license, withholding, payroll, employment, excise, property, net worth, capital gains, abandoned and unclaimed property (AUP), transfer, stamp, documentary, social security, alternative minimum, occupation, employment insurance, health insurance and Canada, Québec and other government pension plan premiums or contributions, recapture and any other governmental charges of the same or similar nature to any of the foregoing, and including all interest, inflationary adjustments (solely for Canadian Tax purposes), penalties and additions imposed with respect to such amounts, whether disputed or not, whether required to be paid, withheld or collected. Any one of the foregoing Taxes shall be referred to sometimes as a “Tax”;

“**Tax Return**” means all returns, reports, estimates, information returns, or statements required to be filed with any Tax Authority in connection with the Purchased Assets, including any schedule or attachment thereto, and including any amendment or supplement thereof;

“Time of Closing” means 10:00 a.m. (Montreal time) on the Closing Date, or such other time on the Closing Date as the Sellers and the Purchasers may mutually determine;

“Third Party Claim” means any action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Authority, against a Purchaser Indemnitee which entitles such Purchaser Indemnitee to make a claim for indemnification under this Agreement;

“Transaction Expenses” means all fees, expenses and other liabilities payable by the Sellers with respect to brokerage fees, legal fees, accounting fees and other professional fees that are incurred, in connection with the consummation of the transactions contemplated by this Agreement and not paid prior to the Closing, and which shall include, for greater certainty, the fees and expenses of the Monitor and its legal counsel payable by the Sellers; and

“**US Purchased Assets”** means, subject to the terms hereof, all of the interest of US Opco in the Accounts Receivable, Inventory, the Assumed Contracts, the Fixed Assets, the Intellectual Property Rights, the leasehold interest of US Opco in the Premises (other than the Premises included in the Excluded Assets), the Rights of Action, the Equipment Leases, the Goodwill, the Records, Closing Cash (if the amount of the Closing Cash is positive), the Tax Credits and Wage Subsidies, the Prepaid Insurance Premiums, any claims and receivables owing from Spectra Sweden in excess of any outstanding indebtedness owing by the Sellers to Export Development Canada that is secured by such claims and receivables owing from Spectra Sweden, and all other assets of US Opco which US Opco has agreed to sell and the US Purchaser has agreed to purchase pursuant to this Agreement, and for greater certainty, excluding the Excluded Assets and the Canadian Purchased Assets.

1.2 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended or to any restated or successor legislation of comparable effect.

1.3 Headings

The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of or among the Parties (including, but not limited to, the letter of intent dated June 30, 2021 among Turnspire Capital Partners, Spectra Canada and the Monitor).

1.6 Amendment

This Agreement may only be amended, modified or supplemented by a written agreement signed by each Party.

1.7 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.8 Schedules

The following Schedules form part of this Agreement:

Schedule A	Approval and Vesting Order
Schedule B	Equipment Leases
Schedule C	Fixed Assets
Schedule D	Intellectual Property Rights
Schedule E	Inventory
Schedule F	Permitted Encumbrances
Schedule G	Premises
Schedule H	Rights of Action
Schedule I	Assigned Contract Order
Schedule J	Assigned Contracts
Schedule K	Assumed Contracts
Schedule 2.7	Assumed Liabilities
Schedule 2.15	Deposit Agreement
Schedule 4.1.2	Consents, Authorizations and Registrations
Disclosure Schedules	

1.9 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the CCAA Court with respect to any matter arising hereunder or related hereto except for any required filings in connection the Chapter 15 Proceedings. The Parties exclude the application of the UN Convention on Contracts for the International Sale of Goods.

1.10 Currency

Unless specified otherwise, all statements of or references to dollar amounts in this Agreement are to Canadian dollars.

1.11 Third Party Beneficiaries

Except as set out in Section 7.5(a), nothing in this Agreement or in any Closing Document is intended expressly or by implication to, or shall, confer upon any Person other than the Parties, any rights or remedies of any kind.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale of Purchased Assets

(a) Spectra Canada shall sell, assign and transfer to the Canadian Purchaser and the Canadian Purchaser shall purchase the Canadian Purchased Assets from Spectra Canada free and clear of all Encumbrances other than Permitted Encumbrances on the Closing Date pursuant to the Approval and Vesting Order and the Canadian Purchaser shall pay a portion of the Purchase Price in accordance with Section 2.4.

(b) US Opco shall sell, assign and transfer to the US Purchaser and the US Purchaser shall purchase the US Purchased Assets from US Opco free and clear of all Encumbrances other than Permitted Encumbrances on the Closing Date pursuant to the Approval and Vesting Order and the US Purchaser shall pay a portion of the Purchase Price in accordance with Section 2.4.

(c) Spectra Canada shall sell, assign and transfer to the US Purchaser and the US Purchaser shall purchase the Spectra Taiwan Shares from Spectra Canada free and clear of all Encumbrances other than Permitted Encumbrances on the Closing Date pursuant to the Approval and Vesting Order and the US Purchaser shall pay a portion of the Purchase Price for the Spectra Taiwan Shares in accordance with Section 2.4.

(d) Subject to Section 2.2 and Section 5.7, nothing contained herein shall require the Sellers, following Closing, to take possession of, protect, preserve, or otherwise safeguard any Purchased Assets.

(e) The Spectra Parties agree to do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within their power and as the Purchasers may reasonably request be done and or executed, in order to obtain, any consents, approvals or any further documentation or assurances which may be required to be obtained to carry out the terms of this Agreement, but in so doing, shall not be required to incur any expense or liability, unless expressly required hereunder.

(f) Subject to Section 2.1(h), the Purchasers shall be responsible for the payment of all costs (including Taxes) required to be paid on their behalf (but not on behalf of the Sellers) in order to transfer the applicable Purchased Assets to the Purchasers, in accordance with the terms hereof, including any advisory, legal, or other costs incurred by it in relation to this Agreement.

(g) Subject to Section 2.1(e) and Section 2.2 or as otherwise expressly provided for herein, the Purchasers shall assume, at their own cost, complete responsibility for compliance with all Applicable Laws in connection with the applicable

Purchased Assets being acquired by the Purchasers, or the use thereof by the Purchasers, after the Closing Date.

(h) The Purchasers will not be responsible for the fees and expenses of the Spectra Parties, the Monitor or their respective counsel in negotiating and completing the Transaction, including without limitation obtaining the Approval and Vesting Order.

(i) Save as otherwise expressly provided in this Agreement, the Transaction shall be completed on a "as is, where is" basis as of the Closing Date, at the Purchaser's sole risk and peril, and without any express or implied agreement, representation or warranty of any kind whatsoever, legal or contractual, as to the physical or financial condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any aspect or characteristic of the Purchased Assets.

2.2 Assigned Contracts and Assigned Contract Order

(a) It is agreed that the Assigned Contract Order shall be sought by the Sellers at the same time as the Approval and Vesting Order is sought in accordance with Section 5.9.

(b) Immediately after the execution of this Agreement by all Parties, the Sellers will cooperate with the Purchasers in all respects so as to obtain the written unconditional consent of the counterparty to each Assigned Contract to the assignment of each such Assigned Contract to the Purchasers on Closing without the requirement for the Assigned Contract Order pertaining to the relevant Assigned Contract. Without limiting the generality of this Section 2.2(b), the Sellers will: (i) facilitate direct communication between each such counterparty and the Purchasers and (ii) correspond with each such counterparty so as to provide such counterparty with all of the information contemplated by section 11.3 of the CCAA.

(c) If a Purchaser advises the Sellers in writing, in accordance with Section 7.3, that the Assigned Contract Order is not required with respect to any individual Assigned Contract within three (3) Business Days of the execution of this Agreement by all Parties, then it is agreed that the Sellers shall not be required to seek the Assigned Contract Order with respect to any Assigned Contracts which are designated by the Purchasers in accordance with this Section 2.2(c).

(d) Subject only to Section 2.2(c), the Sellers will seek the Assigned Contract Order at the same time as the Approval and Vesting Order is sought.

2.3 Purchase Price

The purchase price for the Purchased Assets (not including all applicable Taxes, for which the Purchasers shall also be liable in accordance with Section 2.6) shall be equal to the Assumed Liabilities and the total of the following amounts (the "**Purchase Price**"):

(a) an amount equal to the Sellers' indebtedness (including accrued interest) owed to Wells Fargo and Canadian Imperial Bank of Commerce as of the Closing Date up to a maximum of $35,000,000;

(b) an amount equal to the Sellers' indebtedness (including accrued interest) owed to Laurentian Bank of Canada and Export Development Canada as of the Closing Date up to a maximum of $13,625,000; and

(c) $ 1,388,000.

2.4 Payment of Purchase Price

The Purchasers shall pay the Purchase Price on Closing by wire transfer as follows:

(a) to Wells Fargo, Canadian Imperial Bank of Commerce and Laurentian Bank of Canada the amounts set out in the applicable Pay-Off Letter; and

(b) $1,388,000 shall be paid, on behalf of the Sellers to Lavery de Billy, L.L.P. in trust who shall distribute such amount, as follows:

(i) $750,000 on account of Transaction Expenses fixed by the CCAA Court; and

(ii) $638,000 on account of unpaid vacation, benefits and related Taxes in respect of employees of the Spectra Parties whose employment was terminated prior to the date hereof.

2.5 Allocation of Purchase Price

The Purchase Price shall be allocated among the Purchased Assets at the discretion of the Purchasers, acting reasonably. The Purchasers and the Sellers agree to be bound by such allocation and to report the purchase and sale of the Purchased Assets for all federal, provincial and local Tax purposes in a manner consistent with such allocation.

2.6 Taxes

The Purchasers shall be liable for and shall pay all federal and provincial sales taxes and any other taxes or duties payable in connection with the conveyance and transfer to the Purchasers of the right, title and interest, if any, of the Sellers in and to the applicable Purchased Assets (collectively, the **"Sales Taxes"**) and the Purchasers undertake and agree to pay all such Sales Taxes to the Sellers on the Closing Date, except as specifically provided for otherwise in Section 2.12.

2.7 Assumed Liabilities

(a) Subject to the provisions of this Agreement, the Purchasers agree to assume, pay, satisfy, discharge, perform and fulfill, from and after the Time of Closing, the following liabilities and obligations (the "**Assumed Liabilities**") and no others:

(i) the liabilities and obligations of the Sellers as contemplated herein or listed in Schedule 2.7. It is understood and agreed that the aggregate of the Current Liabilities shall not exceed $5,000,000.

(ii) any liabilities or obligations of the Sellers under written warranty agreements given to customers under the Assumed Contracts comprising part of the Purchased Assets in the Ordinary Course of Business prior to the Closing Date other than any liabilities or obligations arising out of or relating to a breach of such warranty agreement (other than Assigned

Contracts) that occurred prior to the Time of Closing or arising out of or relating to any products manufactured, sold and/or distributed by the Sellers prior to the Closing Date (other than any products manufactured, sold and/or distributed by the Sellers prior to the Closing Date pursuant to the Assigned Contracts),

and such Assumed Liabilities shall be allocated on Closing among the Purchasers as determined by the Purchasers, acting reasonably.

For greater certainty, the Purchasers shall not assume or be liable for any liabilities or obligations of the Sellers (including without limitation any product liability relating to products manufactured, sold and/or distributed by the Sellers prior to the Closing and Pre-Closing Environmental Liabilities) other than the Assumed Liabilities.

2.8 Excluded Liabilities

Except for the Assumed Liabilities, the Purchasers shall not assume, pay, satisfy, discharge, perform or fulfil and the Sellers shall be solely responsible for all other liabilities and obligations of the Sellers whether related to the Business and the Purchased Assets or otherwise (the "**Excluded Liabilities**").

2.9 Time and Place of Closing

The Closing will take place by way of exchange of electronically signed closing documents on the Closing Date.

2.10 The Closing

2.10.1 **Sellers' Closing Deliveries**

At Closing, the Sellers shall, in each case, in form and substance satisfactory to the Purchasers:

(a) deliver to the Purchasers the issued and entered Approval and Vesting Order;

(b) provide certified copies of resolutions of: (i) the board of directors of each Spectra Party, and (ii) the shareholder(s) of each Spectra Party, approving the transfer of the Purchased Assets and this Agreement and the transactions contemplated under this Agreement, as applicable;

(c) execute and deliver all necessary deeds, conveyances, bills of sale, assurances, transfers, assignments and any other documentation reasonably required by the Purchasers to transfer the Purchased Assets to the Purchasers with a good title, free and clear of all Encumbrances, except for Permitted Encumbrances;

(d) provide executed Pay-Off Letters;

(e) execute and deliver a share transfer form in respect of the Spectra Taiwan Shares;

(f) provide the original share certificate representing the Spectra Taiwan Shares;

(g) deliver the Records;

(h) execute and deliver a direction directing the Purchasers to pay the Purchase Price in accordance with Section 2.4;

(i) deliver such documents as the Purchasers may reasonably require in order to change the Sellers' corporate names and any business names registered to the Sellers that include the word "Spectra";

(j) deliver passwords and user identification information for any domain names and social media accounts used in the Business;

(k) execute and deliver the tax elections contemplated in Sections 2.11, 2.12, 2.13 and 2.14; and

(l) execute and deliver or cause to be executed and delivered such other documents, instruments or certificates as the Purchasers may reasonably request.

2.10.2 **Purchaser's Closing Deliveries**

At Closing, the Purchasers shall:

(a) provide certified copies of resolutions of the managing body or board of directors of the applicable Purchaser approving the purchase of the Purchased Assets, the assumption of the Assumed Liabilities and this Agreement and the transactions contemplated under this Agreement, as applicable;

(b) execute and deliver the tax elections contemplated in Sections 2.11, 2.12, 2.13 and 2.14; and

(c) execute and deliver or cause to be executed and delivered such other documents, instruments or certificates as the Sellers may reasonably request.

2.11 Section 22 Election

The Canadian Purchaser and Spectra Canada agree to make and file, in a timely manner, a joint election to have the rules in section 22 of the Tax Act and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply in respect of the Accounts Receivable that are the subject of that election and shall designate therein that portion of the Purchase Price allocated to the Accounts Receivable comprising the Canadian Purchased Assets that are the subject of such election in accordance with the procedures set out in Section 2.5 of this Agreement as consideration paid by the Purchasers to the Sellers.

2.12 Subsection 20(24) Election

The Canadian Purchaser and Spectra Canada respectively shall, if applicable, jointly execute and file an election under subsection 20(24) of the Tax Act in the manner required by subsection 20(25) of the Tax Act and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in prescribed forms and within the time period permitted under the Tax Act and under any other applicable provincial or territorial statute, as to such amount paid by Spectra Canada to the Canadian Purchaser for assuming future obligations. In this regard, the Canadian Purchaser and Spectra Canada respectively acknowledge that a portion of the Canadian Purchased Assets transferred by Spectra Canada to the Canadian Purchaser pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the Tax Act and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by Spectra Canada as payment for the assumption of such future obligations by the Canadian Purchaser.

2.13 Paragraph 125.7(4.1)(e) Election

(a) The Canadian Purchaser and Spectra Canada agree and acknowledge that immediately prior to the Closing: (i) the fair market value of the Canadian Purchased Assets constituted (A) all or substantially all of the fair market value of the property of Spectra Canada used in the course of carrying on business, or (B) all or substantially all of the property of Spectra Canada that can reasonably be regarded as being necessary for the Canadian Purchaser to be capable of carrying on a business of Spectra Canada, or part of a business of Spectra Canada, as a business; and (ii) the Canadian Purchased Assets were used by Spectra Canada in the course of a business carried on in Canada by it.

(b) At the request of the Canadian Purchaser, Spectra Canada will jointly elect with the Canadian Purchaser in accordance with paragraph 125.7(4.1)(e) of the Tax Act to have the provisions of subsection 125.7(4.2) of the Tax Act apply in respect of any “qualifying period” (as defined in subsection 125.7(1) of the Tax Act) which includes or occurs after the Closing Date. Spectra Canada shall take any and all steps, and execute, acknowledge and deliver to the Canadian Purchaser, any and all further instruments and assurances that the Canadian Purchaser hereto may reasonably require for the purpose of giving full force and effect to the provisions of such election.

2.14 GST/HST, QST and Other Value Added, Sales or Use Taxes

(a) The Purchase Price is exclusive of any applicable Tax payable by the Purchasers pursuant to the ETA, the QST Act, or provincial value added, sales, or use Tax legislation or any similar Tax legislation in Canada.

(b) The Canadian Purchaser declares that it will be registered for the purposes of the ETA and the QST Act on or before the Closing Date. The Sellers and the Purchasers acknowledge and agree that the Purchasers are acquiring ownership, possession and use of substantially all of assets reasonably necessary for the Purchasers to carry on the Business and that the purchase of the Canadian Purchased Assets by the Canadian Purchaser shall be completed on the basis that no GST/HST and QST will be payable by the Canadian Purchaser in respect of the purchase and sale of the Canadian Purchased Assets. The Purchasers and the Sellers agree to jointly elect pursuant to subsection 167(1) of the ETA and under Section 75 of the QST Act such that no GST/HST and QST is payable with respect to the purchase and sale of the Canadian Purchased Assets. The Canadian Purchaser will timely file the applicable elections with the Canada Revenue Agency and Revenu Quebec, as appropriate, as and when required, in compliance with the requirements of the ETA and the QST Act.

2.15 Deposit

Concurrently with the execution of this Agreement by the Parties, the Parties shall enter into the Deposit Agreement in the form attached herewith as Schedule 2.15.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Spectra Parties

The Sellers represent and warrant on a joint and several basis to the Purchasers, and acknowledge that the Purchasers are relying upon such representations and warranties in entering into this Agreement, that:

3.1.1 **Corporate Status of the Spectra Parties; Registered to Carry on Business.**

(a) Each Spectra Party is a corporation incorporated and validly existing under the Applicable Laws of its jurisdiction of incorporation. Subject to the CCAA Proceedings and Chapter 15 Proceedings each Spectra Party has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted.

(b) Section 3.1.1(b) of the Disclosure Schedules sets forth each jurisdiction in which each Spectra Party is licensed or registered to carry on business, and each Spectra Party is duly licensed or registered to carry on business in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or registration necessary.

3.1.2 **Authority of Spectra Parties.** Each Spectra Party has the corporate power and capacity to enter into this Agreement and the Closing Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each Spectra Party of this Agreement and any other Closing Document to which it is a party, the performance by each Spectra Party of its obligations hereunder and thereunder and the consummation by each Spectra Party of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the applicable Spectra Party. This Agreement has been duly executed and delivered by each Spectra Party, and (assuming due authorization, execution and delivery by the Purchasers) this Agreement constitutes a legal, valid and binding obligation of each Spectra Party enforceable against each Spectra Party in accordance with its terms, subject to bankruptcy, insolvency laws or similar laws affecting creditors' right and remedies or by equitable principles. When each other Closing Document to which a Spectra Party is or will be a party has been duly executed and delivered by the applicable Spectra Party (assuming due authorization, execution and delivery by each other party thereto), such Closing Document will constitute a legal and binding obligation of such Spectra Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency laws or similar laws affecting creditors' right and remedies or by equitable principles.

3.1.3 **No Conflicts; Consents.** The execution, delivery and performance by each Spectra Party of this Agreement and the other Closing Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(a) conflict with or result in a violation or breach of, or default under, any provision of the articles, by-laws or any unanimous shareholder agreement of a Spectra Party;

(b) conflict with or result in a violation or breach of any provision of any Applicable Law or Order applicable to the Spectra Parties, the Business or the Purchased Assets;

(c) except as set out in Section 3.1.3(c) of the Disclosure Schedules and considering the Approval and Vesting Order, require the consent, notice or other action by any Person under any Assigned Contract to which a Spectra Party is a party or by which the Spectra Parties or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or

(d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets.

Except as set out in this Agreement or in furtherance of the Approval and Vesting Order, no consent, approval, Permit, Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Spectra Parties in connection with the execution and delivery of this Agreement or any of the other Closing Documents and the consummation of the transactions contemplated hereby and thereby.

3.1.4 **Financial Statements.** Section 3.1.4 of the Disclosure Schedules sets out true and complete copies of the audited consolidated annual financial statements of Spectra Canada for the fiscal year period ending January 31, 2019 (the "**Audited Financial Statements**"), the management prepared annual financial statements of Spectra Canada and US Opco for the fiscal periods ending January 31, 2019 (other than for Spectra Canada for the fiscal period ending January 31, 2019), 2020 and 2021 and the management prepared annual financial statements of Spectra Taiwan for the fiscal periods ending December 31, 2018, December 31 2019 and December 31, 2020 (collectively the "**Management Prepared Financial Statements**") and the interim statements for the Spectra Parties for the 6 month period ended July 31, 2021 (the "**Interim Financial Statements**" and together with the Audited Financial Statements and the Management Prepared Financial Statements, the "**Financial Statements**"). The Audited Financial Statements have been prepared in accordance with GAAP consistently applied. The Financial Statements are accurate and complete in all material respects, and present fairly and fully the financial condition of the Business as of the respective dates thereof and the results of operations for the periods covered thereby. The Financial Statements were prepared from, and are consistent with, the accounting records of the Business. The Spectra Parties have implemented and maintain a system of internal control over financial reporting which is sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements, including that transactions are recorded as necessary to permit, preparation of financial statements in conformity with GAAP.

3.1.5 **Absence of Changes.** Since January 31, 2021, other than in the Ordinary Course of Business, the CCAA Proceedings and Chapter 15 Proceedings or as set out in Section 3.1.5 of the Disclosure Schedules, there has not been any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) material change in any method of accounting or accounting practice for the Business, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(c) material change in cash management practices and policies, practices and procedures with respect to collection of Accounts Receivable, establishment of reserves for uncollectible Accounts Receivable, accrual of Accounts Receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(d) entry into any Contract that would constitute a Material Contract;

(e) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and liabilities incurred in the Ordinary Course of Business;

(f) forgiveness of any debt, reduction of any Account Receivable, or a release or waiver of any right or claim of the Spectra Parties related to the Business, except in the Ordinary Course of Business;

(g) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the balance sheet of the Interim Financial Statements except for the sale of Inventory in the Ordinary Course of Business;

(h) cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;

(i) transfer, assignment or grant of any licence or sub-licence of any material rights under or with respect to any Intellectual Property of the Spectra Parties;

(j) material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(k) acceleration, termination, material modification to or cancellation of any Contract or Permit;

(l) material capital expenditures which would constitute an Assumed Liability;

(m) imposition of any Encumbrance upon any of the Purchased Assets;

(n) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of any current or former employees, officers, directors, independent contractors or consultants of the Business, other than as provided for in any written agreements or required by Applicable Law, or (ii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, consultant or independent contractor of the Business;

(o) purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Business for an amount in excess of $50,000, individually (in the case of a lease, each year) or $100,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of Inventory or supplies in the Ordinary Course of Business; or

(p) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.1.6 **Material Contracts.** Section 3.1.6 of the Disclosure Schedules lists each of the following Contracts to which any of the Spectra Parties is a party or by which it is bound in connection with the Business or the Purchased Assets except for Excluded Assets and Excluded Liabilities (such Contracts, together with all Real Property Leases and Assigned Contracts, being "**Material Contracts**"):

(a) all Contracts involving aggregate consideration in excess of $50,000 and which, in each case, cannot be cancelled without penalty or without more than 90 days' notice;

(b) all Contracts that require any Spectra Party to purchase or sell a stated portion of the requirements or outputs of the Business or that contain "take or pay" provisions;

(c) each Contract that contains any fixed or indexed pricing, "most-favored nation" pricing or similar pricing terms or provisions regarding minimum volumes, volume discounts, or rebates;

(d) all Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other liability of any Person;

(e) all Contracts that relate to the acquisition or disposition of any business, a material amount of shares, securities or assets of any other Person or any real property (whether by amalgamation, sale of shares, sale of assets or otherwise);

(f) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts involving aggregate consideration in excess of $150,000;

(g) except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including guarantees);

(h) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) providing for an annual compensation in excess of $150,000;

(i) all joint venture, partnership or similar Contracts involving aggregate consideration in excess of $50,000;

(j) all Contracts that limit or purport to limit the ability of any Spectra Party to compete in any line of business or with any Person or in any geographic area or during any period of time;

(k) all collective bargaining agreements or Contracts with any trade union or labor organization;

(l) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other plan or arrangement for the benefit of its current or former directors, managers, officers, employees, executives, consultants and independent contractors; and

(m) any Contract that guarantees the performance of obligations of third-parties.

Each Material Contract is valid and binding on the applicable Spectra Party in accordance with its terms and is in full force and effect, subject to bankruptcy, insolvency laws or similar laws affecting creditors' right and remedies or by equitable principles. Except for breaches or defaults relating to the CCAA Proceedings or Chapter 15 Proceedings, or the Spectra Parties' filing under the CCAA, none of Spectra Parties, or, to the knowledge of the Sellers, any other party thereto, is in material breach of or material default under (or is alleged to be in material breach of or material default under) or has provided or received any notice of any intention to terminate, any Material Contract. Except as set out in Section 3.1.7 of the Disclosure Schedules, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to the Purchasers. Except as set out in Section 3.1.7 of the Disclosure Schedules, there are no material disputes pending or threatened under any Contract included in the Purchased Assets.

3.1.7 **Title to Purchased Assets.** Each of the Sellers has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets of such Seller. All such Purchased Assets (including leasehold interests) shall, on the Closing, be free and clear of Encumbrances except for Permitted Encumbrances. There are no outstanding options, agreements of purchase and sale or other agreements or commitments obligating the Spectra Parties to sell any of the Purchased Assets other than this Agreement.

3.1.8 **Condition and Sufficiency of Assets.** The Fixed Assets with a net book value in excess of CAD$50,000 (including for the purposes of this Section 3.1.8, the Fixed Assets of Spectra Taiwan) are structurally sound, are in good operating condition and repair, subject to reasonable wear and tear, and are adequate for the uses to which they are being put, and none of such Fixed Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Except as set out in Section 3.1.8 of the Disclosure Schedules, the Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are necessary for the operation of the Business or are material to the Business.

3.1.9 **Real Property.**

(a) Except for the Excluded Assets or as set out in Section 3.1.9(a) of the Disclosure Schedules, the Spectra Parties do not own any real property or have any interest in real property (the term "real property" including any immovable property located in the Province of Quebec) other than in the real property leases (including all amendments, extensions, renewals and other agreements with respect thereto) set out in Section 3.1.9(a) of the Disclosure Schedules (collectively, the “**Real Property Leases**”). The leased real property described in the Real Property Leases (the “**Leased Real Property**”) and the rights to common areas under the Real Property Leases comprise all of the real property rights and interests used in the Business. The applicable Spectra Party has a valid, binding and enforceable leasehold interest or contractual right to lease, as regards any Quebec Real Property Leases) under the Real Property Leases of which it will be a tenant, on the Closing Date, free and clear of all Encumbrances other than Permitted Encumbrances. Each of the Real Property Leases is in good standing and is in full force and effect. To the Sellers’ Knowledge, no default or event of default exists under any Real Property Lease.

(b) Each Spectra Party occupies, and has the exclusive right to occupy and use, the Leased Real Property of which it is a tenant and, except as otherwise provided for in Section 3.1.9(a) of the Disclosure Schedules, no Spectra Party has assigned, subleased, or granted any other rights of occupancy or possession with respect to, any portion of the Leased Real Property that can or will continue after Closing.

(c) A true and complete copy of each Real Property Lease, all amendments thereto, and, to the extent in Sellers’ possession, any estoppel certificates or subordination or postponement agreements with respect thereto, have been provided to the Purchasers.

(d) To the Sellers’ Knowledge no mechanics' or materialmen's liens are pending or threatened against the Leased Real Property other than in the normal course of business.

(e) Except as set out in Section 3.1.9(e) of the Disclosure Schedules, all buildings, structures, fixtures, building systems and equipment, and all components thereof, including the roof, foundation, load-bearing walls and other structural elements thereof, heating, ventilation, air conditioning, mechanical, electrical, plumbing and other building systems, environmental control, remediation and abatement systems, sewer, storm and waste water systems, irrigation and other water distribution systems, parking facilities, security and surveillance systems, and telecommunications, computer, wiring and cable installations, included in the Leased Real Property (collectively, the “**Improvements**”) are in good condition and repair and sufficient for the operation of the Business. Except as set out in Section 3.1.9(e) of the Disclosure Schedules, there are no structural deficiencies or patent defects affecting any of the Improvements, and there are no facts or conditions affecting any of the Improvements, which would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation of the Business or require repairs, alterations, replacements or corrections for which the Purchasers would be responsible.

(f) To the Sellers’ Knowledge there is no condemnation, expropriation or other proceeding in eminent domain, pending or threatened, affecting the Leased Real Property or any portion thereof or interest therein. To the Sellers’ Knowledge, there is no Order outstanding related to Leased Real Property, nor any Proceeding pending related to Leased Real Property or, to the Sellers’ Knowledge, threatened, relating to the ownership, lease, condition, use or occupancy of the Leased Real Property or any portion thereof.

(g) To the Sellers' Knowledge and except as set out in Section 3.1.9(g) of the Disclosure Schedules, the Leased Real Property is in compliance with all applicable building, zoning, subdivision, Environmental, health and safety and other land use Applicable Laws, and the current use and occupancy of the Leased Real Property and operation of the Business thereon do not violate any Applicable Laws.

(h) The Leased Real Property has direct vehicular and pedestrian access to a public street adjoining the real property of which the Leased Real Property is part, and such access is not dependent on any land or other real property interest which is not included in the real property of which the Leased Real Property is part. None of the Improvements or any portion thereof is dependent for its access, use or operation on any land, building, improvement or other real property interest which is not included in the Leased Real Property.

(i) Except as set out in Section 3.1.9(i) of the Disclosure Schedules, to the Sellers' Knowledge, all certificates of occupancy, permits, Licenses, franchises, approvals and authorizations of all Governmental Authorities or any other entity having jurisdiction over the Leased Real Property which are required to use or occupy the Leased Real Property or operate the Business thereon, have been obtained. The Spectra Parties have not received, within the last eighteen (18) months, any notice from any Governmental Authority having jurisdiction over the Leased Real Property threatening a suspension, revocation, modification or cancellation of any occupancy or indicating any violation of Applicable Laws.

(j) To the Sellers' Knowledge the current use and occupancy of the Leased Real Property and the operation of Business as currently conducted thereon do not violate any easement, servitude, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting the Leased Real Property. To the Sellers' Knowledge, none of the Leased Real Property or any portion thereof is located in a flood plain. To the Sellers' Knowledge, none of the Improvements encroach on any land which is not included in the Leased Real Property or on any easement or servitude affecting the Leased Real Property, or violate any building lines or set-back lines, and there are no encroachments onto the Leased Real Property, which encroachments would interfere with the use or occupancy of the Leased Real Property and the continued operation of the Business.

(k) The Spectra Parties' possession and quiet enjoyment of their respective Leased Real Property has not been disturbed and there are no disputes with respect to the Real Property Leases.

(l) Each Leased Real Property is adequately served by all necessary public utilities including electricity and gas, if necessary, and each Leased Real Property is connected to and adequately serviced by municipal sewers and water lines; to the Sellers' Knowledge, all water, gas, electrical, steam, compressed air, telecommunication, sanitary and storm sewage lines and other utilities and systems serving each Leased Real Property are sufficient (including as to capacity) to enable the continued operation of the Business from each Leased Real Property as currently operated (and the applicable Spectra Party under each of the Real Property Leases has paid all connection or similar fees).

3.1.10 **Intellectual Property.**

(a) All rights necessary to use Intellectual Property Rights for the Business and for the Spectra Parties' current operations will be, on the Closing Date, held by the Spectra Parties free and clear of Encumbrances except for Permitted Encumbrances. Schedule D sets out a complete list of: (i) all Seller Owned IP for which registration has been sought or granted from a Governmental Authority or authorized registrar, and such list includes all jurisdictions, application numbers, registration numbers and status details relating to all of the foregoing (the "**Registered IP**"); (ii) all Seller Owned IP material to the Business or the Spectra Parties' current operations which is not Registered IP; and (iii) all Licensed IP (with a description of the license relating thereto). All required filings and fees related to the Registered IP required to be filed or paid by the Spectra Parties, including all filings and fees to keep the Registered IP in good standing, have been timely filed with and paid to the relevant Governmental Authority and authorized registrars. All Intellectual Property Rights used in the Business or in the Spectra Parties' current operations are owned by or licensed to the Spectra Parties, and the Spectra Parties' rights in such Intellectual Property Rights are in force and subsisting.

(b) Schedule D lists all agreements for all: (i) Licensed IP; and (ii) Seller Owned IP licensed to any Person (collectively (i) and (ii) being the "**IP Licenses**"). Spectra Parties have provided the Purchasers with true and complete copies of all IP Licenses, including all written modifications, amendments and supplements thereto and waivers thereunder. Each IP License is in writing and valid and binding on the Spectra Parties and all other parties thereto, in accordance with its terms, and is in full force and effect. Neither any Spectra Parties nor, to Sellers' Knowledge, any other party thereto, is in breach of or default under, or has provided or received any notice of breach or default of or any intention to terminate prior to the expiration of the term, any IP License.

(c) The Spectra Parties will be, on the Closing Date, the sole, exclusive and legal, and with respect to the Registered IP, registered, owner of all right, title and interest in and to all of the Seller Owned IP, free and clear of Encumbrances except for Permitted Encumbrances. Except as set out in Section 3.1.10(c) of the Disclosure Schedules, none of the current or former employees or contractors of the Spectra Parties has any rights or ownership in the Seller Owned IP.

(d) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of, or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Spectra Parties' right to own, use or hold for use any Intellectual Property Rights as owned, used or held for use in the conduct of the Business or the Spectra Parties' operations as currently conducted.

(e) Except as is listed in Section 3.1.10(e) of the Disclosure Schedules, no Proceeding has been commenced by a Spectra Party that asserts that rights of such Spectra Party relating to the Seller Owned IP are being infringed, diluted, misappropriated or otherwise violated by any other Person. To the Seller's Knowledge: (i) there has been no infringement, dilution, misappropriation or other violation of the Seller Owned IP, and (ii) neither the Intellectual Property Rights nor the conduct or operation of the Business as currently and formerly conducted and operated, have or do infringe, misappropriate, dilute or otherwise violate the intellectual property rights or other rights of any Person.

(f) There are no Proceedings settled, pending or, to the Sellers' Knowledge, threatened: (i) alleging any infringement, misappropriation, dilution or violation of the intellectual property rights of any Person by the Spectra Parties; (ii) challenging the validity, enforceability, registrability or ownership of any Seller Owned IP; or (iii) challenging the Spectra Parties' rights with respect to any Intellectual Property Rights. The Spectra Parties are not subject to any outstanding or prospective order of any Governmental Authority or authorized registrar (including any application or petition therefor) that does or would restrict or impair the use of any Intellectual Property Right.

(g) Except as listed in Section 3.1.10(g) of the Disclosure Schedules, there are no royalties, fees (including registration, maintenance and renewal fees), honoraria or other payments payable by the Spectra Parties by reason of the ownership, development, modification, use, license, sublicense, sale or other disposition of the Intellectual Property Rights, other than salaries and sales commissions paid to employees and sales agents, and license fees charged by third parties pursuant to an agreement, including any relating to an IP License.

(h) To the Sellers' Knowledge, all software used by or material to the Spectra Parties' operations, or incorporated in or distributed with any Seller Owned IP or any of the Spectra Parties' products or services, is free of any disabling code or instruction, any device, method or token that permits any person or entity to circumvent the normal security of a computer system, or any virus, Trojan horse, backdoor, worm, software lock, bug, fault, device, effect or other contaminant that may, or may be used to, access, modify, delete, damage, disable or otherwise adversely affect the functionality of any internal computer systems (including hardware, software, databases or embedded control systems) of the Spectra Parties (any of the foregoing, a "**Virus**").

(i) Except as set out in Section 3.1.10(i) of the Disclosure Schedules, the Spectra Parties have sufficient rights to use all software, systems, information technology equipment, and associated documentation, used or held for use in connection with the Spectra Parties' operations as formerly and presently conducted (the "**IT Assets**"), all of which rights shall survive unchanged following the consummation of the transactions contemplated hereby unless earlier terminated pursuant to the terms of any IP License. To the Sellers' Knowledge, the IT Assets do not contain any Virus (including any Virus that could enable or assist any person or entity to access without authorization the IT Assets). The Spectra Parties have implemented commercially reasonable security measures, including systems back-up and disaster recovery processes, and all such security measures are consistent with the standards applied by similar businesses in the same industry as the Spectra Parties, and all applicable Laws. Written agreements are in place with third parties providing services to the Spectra Parties relating to the IT Assets, and all such agreements are in compliance with the standards applied by similar businesses in the same industry as the Spectra Parties, and all applicable Laws. Except as set out in Section 3.1.10(i) of the Disclosure Schedules: (i) the IT Assets do not and have not experienced any bugs, failures, breakdowns, or continued substandard performance that cause or has caused any substantial disruption or interruption in the Business of the Spectra Parties; and (ii) the IT Assets operate and perform in all material respects in accordance with their documentation and functional specifications and as required in connection with the Business and the operations of the Spectra Parties.

(j) Except as set out in Section 3.1.10(j) of the Disclosure Schedules, all data which has been collected, stored, maintained, or otherwise used by the Spectra Parties has been collected, stored, maintained, and used in accordance with all applicable laws, guidelines, contracts, industry standards, privacy policy notice requirements, data security breach requirements, and requirements regarding the use, storage, disclosure, or transfer of personally identifiable information (collectively, "**PII**"). None of the Spectra Parties has received a notice of noncompliance with, or a claim relating to a violation of, applicable Laws relating to privacy, data security, or anti-spam, nor has there been any investigation by any Governmental Authority related to the same. Except as set forth in Section 3.1.10(j): (i) the Spectra Parties have each implemented and maintained appropriate and reasonable measures to protect and maintain the confidential nature of any PII and other confidential data and have adequate technological and procedural measures in place to protect the foregoing against loss, theft, and unauthorized access or disclosure; and (ii) there has been no data security breach of any IT Assets, or other computer systems or networks, or unauthorized use of any PII that is owned, used, stored, received, or controlled by or on behalf of the Spectra Parties. Except as set forth in Section 3.1.10(j), the Spectra Parties are not subject to any contractual obligation that would prevent the Purchasers, or any of its affiliates from receiving or retaining at Closing (as applicable) or using after Closing the PII, privacy or anti-spam consents and related information, or other data of the Spectra Parties in a manner consistent with any applicable Law.

(k) The Spectra Parties have implemented and maintained written policies that govern activities, obligations and responsibilities relating to privacy Laws, the collection, storage, use and disclosure of confidential information, PII, and data security (the "**Data Policies**"), and the Spectra Parties are in compliance in all material respects with all Data Policies and are in compliance with all applicable privacy, data security and anti-spam Laws.

3.1.11 **Inventory.** All Inventory consists of a quality and quantity usable and salable, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory will be, on the Closing Date, owned by Spectra Parties free and clear of all Encumbrances except for Permitted Encumbrances and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of the Business, including the CCAA Proceedings and Chapter 15 Proceedings.

3.1.12 **Accounts Receivable.** All of the Spectra Parties' Accounts Receivable: (a) have arisen from bona fide transactions entered into by the applicable Spectra Party involving the sale of goods or the rendering of services in the Ordinary Course of Business; (b) constitute valid, undisputed claims of the applicable Spectra Party not subject to claims of set-off or other defences or counter-claims other than normal cash discounts accrued in the Ordinary Course of Business and provision for doubtful accounts; and (c) are collectible based on customer terms, that range between 30 days to 365 days. Section 3.1.12 of the Disclosure Schedules sets forth: (i) all Accounts Receivable attributable to the Assigned Contracts, including the amount owed and aging of such Accounts Receivable, and (ii) all Material Customers who have terms or arrangements with the Spectra Parties that allow for payment of invoices more than 90 days after the delivery thereof, and whether the Accounts Receivable for such Material Customers are subject to any factoring arrangements.

3.1.13 **Customers and Suppliers.**

(a) Section 3.1.13(a) of the Disclosure Schedules sets forth with respect to the Business (i) the top twenty (20) largest customers of the business (measured by revenue) for the last two financial years (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer during these periods. None of the Spectra Parties has received any notice, and has no reason to believe, that any of the Material Customers has ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business. Except as set forth in Section 3.1.13(a) of the Disclosure Schedules, none of the Spectra Parties has received a written or an oral complaint or other correspondence from a Material Customer (x) describing circumstances which the Spectra Parties would reasonably conclude would have an adverse impact on the Spectra Parties' relationship with such Material Customer that would reasonably be expected to be material to the Business or (y) that it intends to refuse to pay any material amount due to the Spectra Parties or seeks to exercise any material remedy against the Spectra Parties. Except as set forth in Section 3.1.13(a) of the Disclosure Schedules, there is no unresolved material dispute between the Spectra Parties and any Material Customer. Subject to provision for doubtful accounts in the Interim Financial Statements, no Material Customer (A) is delinquent in its payment by more than sixty (60) days, (B) has refused or, to the Sellers' Knowledge, threatened to refuse to pay its obligations without valid reason, or (c) to the Sellers' Knowledge is insolvent or bankrupt.

(b) Section 3.1.13(b) of the Disclosure Schedules sets forth with respect to the Business (i) the top twenty (20) largest suppliers of the business (measured by the dollar value of purchases) for the last two financial years (collectively, the "**Material Suppliers**"); and (ii) the amount of purchases from each Material Supplier during these periods. None of the Spectra Parties has received any notice, and has no reason to believe, that any of the Material Suppliers has ceased, or intends to cease, to supply goods or services to the Business or to otherwise terminate or materially reduce its relationship with the Business. The relationship of the Spectra Parties with each Material Supplier is without any unresolved material dispute with any such Material Supplier, and no event has occurred that would reasonably be expected to have an adverse effect on the Spectra Parties' relations with any Material Supplier in any material respect.

3.1.14 **Insurance.** Section 3.1.14 of the Disclosure Schedules sets forth: (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workplace safety, vehicle, collision, fiduciary liability and other casualty and property insurance maintained by the Spectra Parties or their Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, "**Insurance Policies**"); and (ii) a list of all pending claims and the claims history for the Spectra Parties with respect to the Business, the Purchased Assets and the Assumed Liabilities during the three (3) year period preceding the date hereof. There are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. The Insurance Policies are sufficient for compliance with all Assigned Contracts to which each of the Spectra Parties is a party.

3.1.15 **Proceedings; Orders**

(a) Except as disclosed in Section 3.1.15 of the Disclosure Schedules, there are no Proceedings pending or, to the Sellers' Knowledge, threatened against or by any of the Spectra Parties (i) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Proceeding.

(b) There are no outstanding Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business.

3.1.16 **Compliance with Laws; Permits.** Except as disclosed in Section 3.1.16 of the Disclosure Schedules, each Spectra Party is in material compliance with Applicable Laws that is applicable to it or its Business or the ownership or use of the Purchased Assets, and each Spectra Party has not received any written notice or other communication from any Governmental Authority or any other Person indicating that there is any actual, alleged, possible or potential violation of, or failure to comply with, any Applicable Laws related to the Business. None of the Spectra Parties is a party to or bound by any Order, judgment, decree or award of any Governmental Authority relating to the Business. Each of the Spectra Parties has all Permits necessary for the conduct of its Business, such Permits are in full force and effect, no violations are or have been recorded in respect of any thereof and no Proceeding is pending or, to the Sellers' Knowledge, threatened to revoke or limit any thereof. Section 3.1.16 of the Disclosure Schedules contains a true, correct and complete list of all such Permits under which a Spectra Party is operating or bound for the Business, and the Sellers have furnished or made available to the Purchasers true, correct and complete copies of the Permits required to be set forth on Section 3.1.16 of the Disclosure Schedules.

3.1.17 **Environmental Matters.**

(a) Except as disclosed in Section 3.1.17(a) of the Disclosure Schedules, the operations of the Spectra Parties with respect to the Business and the Purchased Assets are currently and have been in compliance with applicable Environmental Laws. The Spectra Parties possess and are in compliance with all Environmental Permits necessary to operate the Business and there are no proceedings pending, or to Sellers' Knowledge, threatened to revoke or materially modify any such Environmental Permit.

(b) None of the Spectra Parties, the Business or the Purchased Assets are the subject of any Remedial Order.

(c) None of the Spectra Parties is subject to an Environmental Claim nor has any such party received any Environmental Notice alleging that the Spectra Parties or the Business is in violation of or has any material liability under any Environmental Law that is unresolved.

(d) None of the Spectra Parties has entered into or agreed to any consent, settlement or other agreement with a third party or Governmental Authority, nor are any of the Spectra Parties subject to any Order in any judicial, administrative, arbitral or other forum relating to compliance with or liabilities under any Environmental Law which would have a material adverse effect on the Purchased Assets or the Business.

(e) None of the Spectra Parties has Released or caused any Release of, any Hazardous Substances at, on, under or from any part of the Purchased Assets or the Leased Real Property, and there are no Hazardous Substances present or migrating from any of the Purchased Assets or the Leased Real Property in violation of Environmental Laws.

(f) The Sellers have made available to the Purchasers all Environmental audits, assessments, reports and similar reviews and all correspondence regarding Environmental matters relating to the Business, the Leased Real Property and the Purchased Assets, to the extent that such records exist and are in the possession or under the control of the Sellers.

(g) Sellers are not aware of, nor reasonably anticipate, as of the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Substances that might, after the Closing Date, prevent, or impede, the performance of the Business or use of the Leased Real Property or the Purchased Assets as currently carried out.

3.1.18 **Benefit Plans.**

(a) Section 3.1.18(a) of the Disclosure Schedules contains a true and complete list of each retirement, pension, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or other compensation plan or arrangement or other employee benefit which is maintained, or otherwise contributed to or required to be contributed to, by the Spectra Parties relating to the Business or the Purchased Assets for the benefit of employees or former employees of the Spectra Parties (collectively, the “**Employee Plans**”).

(b) There are no participating employers that have any obligations or liabilities with respect to any Employee Plan other than the Spectra Parties, and none of the Spectra Parties has obligations or liabilities under any Employee Plan, including to provide benefits, to any Person who is not an employee, director or officer or former employee, director or officer of the Spectra Parties.

(c) Each Employee Plan is in compliance with and is, and has been, established, registered (where required by Applicable Law), administered and invested in accordance with Applicable Law and the terms of such Employee Plans including the terms of the material documents that support such Employee Plans.

(d) With respect to each Employee Plan, true and complete copies of each of the following documents, if applicable, have been made available to the Purchasers: (i) the document(s) establishing the current terms of the Employee Plan; and (ii) all other Contracts material to the Employee Plan.

(e) No Employee Plan is a Pension Plan, and none of the Employee Plans provide benefits beyond retirement or other termination of service to employees or former employees of the Business or to the beneficiaries or dependents of such employees or former employees.

(f) The Spectra Parties have not received any notice in writing of any pending investigations, and there are no pending or, to the Sellers' Knowledge, threatened investigations, by any Governmental Authority involving or relating to any Employee Plan or any claims (except for claims for benefits payable in the Ordinary Course of operation of the Employee Plans) or Proceedings against the Spectra Parties in respect of any Employee Plan.

(g) The Spectra Parties have no commitment or obligations and have not made any representations to any employee, officer, director, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or continue any Employee Plan, in connection with the consummation of the transactions contemplated by this Agreement or otherwise than prescribed by law.

(h) Except as set forth in Section 3.1.18(h) of the Disclosure Schedules, the Sellers do not have any obligation to pay any change-in-control, sale, completion, incentive, stay, retention and similar bonuses or payments to any current or former employee as a result of the transactions contemplated by this Agreement.

3.1.19 **Employee Matters.**

(a) Aside from the collective agreement between Les Industries Spectra Premium Inc. and the *Association des Employés de Spectra Premium* (2021-2027), the collective agreement between Spectra Premium Industries and L'Association des employés de SPI-Laval (2015-2021), and the collective agreement between Spectra Premium Industries and the *Syndicat des Travailleurs de la Metallurgie de Québec Inc. (CSD)* (2016-2021), no Spectra Party has made any Contracts (including collective agreements) with any labour union or employee association nor made commitments to or conducted negotiations with any labour union or employee association with respect to any future agreements and there is not, to the Sellers' Knowledge, any union organizing activity, pending or, to the Sellers' Knowledge, threatened, in connection with the Business.

(b) Section 3.1.19(b) of the Disclosure Schedules sets out the following information for each employee and independent contractor of the Business: full name, position, status (i.e. active, leave, layoff, etc.), hire date, annual salary, unionized or non-unionized employee. Section 3.1.19(b) of the Disclosure Schedules sets out a list of former employees who were terminated or resigned in the six (6) month period preceding the Closing, which list indicates the employee's name, position held, date of cessation of employment and the reasons for the cessation of employment (i.e. redundancy, termination with cause or resignation). The Spectra Parties confirm that none of the terminations triggered a collective dismissal within the meaning of Employment Legislation.

(c) There are no employees on lay-off, or who as at the date of this Agreement, have been absent continually from work for a period in excess of one (1) month and the Spectra Parties represent that these layoffs were made in the Ordinary Course of Business and that the employees contemplated by these layoffs received layoff letters. The Spectra Parties confirm that none of the layoffs triggered a collective dismissal within the meaning of Employment Legislation.

(d) Except as disclosed in Section 3.1.19(d) of the Disclosure Schedules, there are no current or pending complaints, claims, investigations, demands, grievances or charges outstanding, nor are there any orders, decisions, awards, directions or convictions currently communicated, registered or outstanding by any tribunal or agency against or in respect of a Spectra Party under or in respect of any Employment Legislation.

(e) Except as set out in Section 3.1.19(e) of the Disclosure Schedules, the Spectra Parties are in material compliance with all applicable Employment Legislation, both in respect of financing obligations as well as in respect of their respective obligations to Employees. Except as set out in Section 3.1.19(e) of the Disclosure Schedules, the Spectra Parties represent that they are in good standing with all agencies established pursuant to Employment Legislation with respect to premiums, assessments and employer financing obligations.

(f) There is no written notice of assessment, provisional assessment, reassessment, supplementary assessment, penalty assessment or increased assessment which the Spectra Parties have received before the date of this Agreement from any workplace safety and insurance or workers compensation board or similar Governmental Authority in any jurisdiction where the Business is carried on that remain unpaid.

3.1.20 **Taxes**

(a) Each Spectra Party has, except as disclosed in Section 3.1.20(a) of the Disclosure Schedules, timely filed all tax returns required to be filed by it and has timely paid all Taxes shown to be due on such tax returns and all other Taxes otherwise due. All tax returns were complete and accurate and have been prepared in compliance with all Applicable Law. The Spectra Parties have delivered to the Purchasers correct and complete copies of all such tax returns for the last year and all notices of assessment or reassessment received in relation to the past three (3) taxation years.

(b) Except as set out in the Approval and Vesting Order, there are no claims for Taxes being asserted against any of the Spectra Parties that will result in any Encumbrance against any property of such Spectra Party other than Encumbrances for Taxes not yet due and payable and the Spectra Parties are not aware of any basis for the assertion by any tax authority of any such claims for unpaid Taxes.

(c) Each Spectra Party complied (and until the Closing will comply) with all Applicable Law relating to the payment, reporting and withholding of Taxes, has, within the time and in the manner prescribed by Applicable Law, withheld from employee wages or compensation paid to consultants or other service providers and paid over to the proper Governmental Authority (or is properly holding for such timely payment) all amounts required to be so withheld and paid over under all Applicable Law, including federal and provincial income and sales taxes, Employment Insurance Act, Canada Pension Plan Act, any relevant provincial income and employment tax withholding laws, and has timely filed all withholding tax returns, for all periods through and including the Closing Date.

(d) No power of attorney with respect to any tax matter is currently in force with respect to the Purchased Assets that would, in any manner, bind, obligate or restrict the Purchasers or their conduct of the businesses currently carried on by the Spectra Parties or use or operation of the Purchased Assets after the Closing Date.

(e) Except as disclosed in Section 3.1.20(e) of the Disclosure Schedules and as set out in the Approval and Vesting order, on the Closing Date there will be no actions, audits or claims now pending or, to the Sellers' Knowledge, threatened against any of the Spectra Parties in respect of any Taxes, and there are no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes, which would result in an Encumbrance on the business currently carried on by the Spectra Parties or the Purchased Assets of such Spectra Party, other than the Permitted Encumbrances.

(f) No U.S. entity classification elections have been filed for Spectra Taiwan.

(g) Spectra Canada is duly registered for purposes of (i) the ETA and its registration number is 134551951RT and (ii) the QST Act and its registration number is 1015244883TQ.

3.1.21 **Anti-Corruption and Global Trade.**

(a) Each of the Spectra Parties and their respective directors, officers, and, to the Sellers' Knowledge, their respective employees, Affiliates, and agents are, and for the previous five (5) years have been, in compliance with all Anti-Corruption Laws and Global Trade Laws to the extent applicable.

(b) None of the Spectra Parties nor their respective directors, officers, employees, Affiliates, or agents, have, directly or indirectly, corruptly offered, authorized, or made any payment, or any other thing of value, to any Government Official, in order to secure any improper advantage or official action to assist any of the Spectra Parties to obtain or retain business.

(c) None of the Spectra Parties nor, to the Sellers' Knowledge, their respective directors, officers, employees, Affiliates, or agents, is or has been a Restricted Party or ordinarily resident in or organized under the laws of a Restricted Country. None of the Spectra Parties nor, to the Sellers' Knowledge, their respective directors, officers, employees, Affiliates, or agents are, or have, directly or knowingly indirectly, engaged in any business with, or used, directly or knowingly indirectly, any corporate funds to contribute to or finance the activities of any Restricted Party or in any Restricted Country.

(d) None of the Spectra Parties nor their respective directors and officers, and to the Sellers' Knowledge, their respective employees, Affiliates, or agents, have been the subject of any investigations, reviews, audits, or inquiries by a Governmental Authority related to Anti-Corruption Laws or Global Trade Laws and no investigation, review, audit, or inquiry by any Governmental Authority related to Anti-Corruption Laws or Global Trade Laws is pending or, to the Sellers' Knowledge, threatened.

3.1.22 **Product Warranty.** Except as set forth on Section 3.1.22 of the Disclosure Schedules, (a) none of the Spectra Parties have received any written notice or oral notice of any defect in workmanship or materials with respect to any products of the Spectra Parties which might give rise to a product warranty or product liability claim captured by the Assumed Liabilities; (b) each product leased or sold by the Spectra Parties that was designed or manufactured by the Spectra Parties, and any other product leased or sold by the Spectra Parties, in each case, on or prior to the Closing Date, was designed, manufactured, leased or sold in conformity in all material respects with all contractual commitments and all express and implied warranties; (c) no product that was leased or sold by the Spectra Parties that was designed or manufactured by the Spectra Parties, and no other product that was leased or sold by the Spectra Parties, in each case, on or prior to the Closing Date, is subject to any guaranty, warranty, or other indemnity or similar liability beyond the applicable standard terms and conditions of sale or lease; and (d) to the Sellers' Knowledge, none of the Spectra Parties has any liability or obligation arising out of any injury to Persons or property as a result of the ownership, possession, or use by the Spectra Parties of any product designed, manufactured, leased (to the extent such product was manufactured by the Spectra Parties) or sold to third parties or delivered by the Spectra Parties. Section 3.1.22 of the Disclosure Schedules includes copies of all written warranties for products offered by the Spectra Parties.

3.1.23 **Recalls**. None of the Spectra Parties has received in the last three years written notice of any material liabilities with respect to the repair, replacement or return, or any refund or return of the purchase price (or any portion thereof), arising out of or relating to any recall of products (including any part or component and regardless of the date of manufacture) designed, manufactured, assembled or sold by any of the Spectra Parties or any services (regardless of the date of performance) performed by the Spectra Parties that is issued: (i) by a Governmental Authority pursuant to Applicable Law, (ii) by a manufacturer or provider to preserve its commercial reputation or goodwill with its customers or (iii) by a manufacturer or provider pursuant to the express terms of a customer Contract.

3.1.24 **Rebates**. Section 3.1.24 of the Disclosure Schedule sets out the Spectra Parties' rebate policy for customers of the Business to the extent available and a list of all outstanding rebates owed by the Spectra Parties to its customers including the name of the customer and the amount of rebates owed to such customer.

3.2 Representations and Warranties of the Purchasers

The Purchasers represent and warrant, on a joint and several basis, to the Spectra Parties, and acknowledge that the Spectra Parties relying upon such representations and warranties in entering into this Agreement, that:

(a) Each Purchaser is a corporation duly incorporated, organized, and validly existing under the laws of its jurisdiction of incorporation. Each Purchaser is not insolvent and no proceedings have been taken or authorized by each Purchaser or, to the best of the Purchasers' knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchasers.

(b) The Purchasers have all necessary power and capacity to execute and deliver, and to observe and perform its covenants and obligations under, this Agreement and the Closing Documents to which it is a party. The Purchasers have taken all corporate action necessary to authorize the execution and delivery of, and the observance and performance of, its covenants and obligations under this Agreement and the Closing Documents to which it is or shall be a party.

(c) This Agreement has been, and each Closing Document to which the Purchasers are a party will on Closing be, duly executed and delivered by the Purchasers, and this Agreement constitutes, and each Closing Document to which the Purchasers are a party will, on Closing, constitute, a valid and binding obligation of the Purchasers enforceable against the Purchasers in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(d) The Canadian Purchaser will be duly registered for the purposes of the ETA and the QST Act on or before the Closing Date.

3.3 Interpretation

Each representation and warranty made by a Party in this Agreement shall be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made shall not be restricted by reference to, or inference from, any other statement made in a representation and warranty of such Party.

3.4 Commission

Other than a commission payable to EY Orenda, each Party represents and warrants to each other Party that it has not incurred any liability, contingent or otherwise, for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated hereby.

3.5 Survival of Representations and Warranties

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is eighteen (18) months from the Closing Date; *provided that* the representations and warranties in: (a) Section 3.1.1, Section 3.1.2, Section 3.2 and Section 3.4 shall survive indefinitely; (b) Section 3.1.20 shall survive for the full period of the applicable statute of limitations (giving effect to any waiver, mitigation or extension thereof) plus 60 days; and (c) Section 3.1.17 shall survive for three (3) years from the Closing Date. All covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved or the expiry of the limitation period under Applicable Law, whichever is sooner.

3.6 Indemnification

3.6.1 **Indemnification by the Sellers.** Subject to the other terms and conditions of this Section 3.6 including without limitation Section 3.6.3, each of the Sellers shall, jointly and severally, indemnify and defend the Purchasers and their Affiliates and their respective managers, members, officers, directors, representatives and employees (collectively, the "**Purchaser Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of any of the Sellers contained in this Agreement, the Closing Documents or in any certificate or instrument delivered by or on behalf of a Spectra Party under this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); and

(b) any breach or non-fulfillment of the covenants, agreements or obligations to be performed by the Sellers pursuant to Section 5.8(a).

3.6.2 **Indemnification by the Purchasers.** Subject to the other terms and conditions of this Section 3.6, the Purchasers shall, jointly and severally, indemnify and defend each of Sellers and their respective Affiliates and their respective managers, members, officers, directors, agents, representatives and employees (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in, or breach of, any of the representations or warranties of the Purchasers contained in this Agreement, the Closing Documents or in any certificate or instrument delivered by or on behalf of the Purchasers under this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchasers under this Agreement.

3.6.3 **Payment of Indemnification Claims**.

(a) Notwithstanding anything to the contrary contained in this Section 3.6 and subject only to a claim based upon Fraud, with respect to the recovery of any Losses from the Sellers, pursuant to Section 3.6.1 of this Agreement, the Purchaser Indemnitees' sole recourse shall be to recover from the R&W Insurance Policy at the full and complete exoneration of the Sellers, the Sellers' Indemnitees and the Sellers' shareholders For more clarity, should the Purchasers fail to obtain the R&W Insurance Policy the Purchasers shall have no recourse whatsoever against any of the Sellers, the Seller Indemnitees or the Sellers' shareholders for the recovery of any Losses pursuant to Section 3.6.1 of this Agreement.

(b) With respect to the recovery of Losses from the Purchasers pursuant to Section 3.6.2, any amounts owing from the Purchasers to the Sellers shall be paid by wire transfer of immediately available funds by the Purchaser within ten (10) days after the determination thereof to an account or accounts designated by the Sellers.

3.6.4 **R&W Insurance Policy Claims.** In the event of a claim for Losses in respect of which the Purchasers are entitled to indemnification and the R&W Insurance Policy is covering liability with respect to such Losses in accordance with Section 3.6.3 (a "**R&W Insurance Policy Claim**"), the Purchasers and their respective designees, including the R&W Insurer in accordance with the R&W Insurance Policy (collectively, the "**Purchaser R&W Group**"), shall be entitled to assume, control the defenses of and settle or compromise such R&W Insurance Policy Claim, and the Sellers shall have no rights with respect thereto, including right to participate in, defend or settle, compromise or offer to settle or compromise such claim; provided, however, if requested by any Person in the Purchaser R&W Group, the Sellers shall provide reasonable cooperation in the defense of a Third Party Claim and shall use their commercially reasonable efforts to make available to the Purchaser R&W Group, at the Purchaser R&W Group's sole cost and expense to the extent covered by the R&W Insurance Policy, all witnesses, pertinent records, materials and information in the Sellers' possession or under the Sellers' control relating thereto as is reasonably required to ensure the proper and adequate defense of a Third Party Claim.

3.6.5 **Exclusive Remedies.** The provisions of this Section 3.6 and any other indemnification provisions of this Agreement shall be the sole and exclusive remedies for any claims for breach of any covenant, representation, warranty, indemnity or other provision of this Agreement (other than a claim for specific performance or injunctive relief or a claim based upon Fraud). Notwithstanding the foregoing and Section 5.2(b), in the event of a breach or non-fulfillment of the covenants, agreements or obligations to be performed by the Sellers pursuant to Sections 6.1, 6.2, 6.3 and 7.6, the Purchasers shall be permitted to vary the amount and terms of the Employee Retention Bonuses in their reasonable discretion.

ARTICLE 4
CONDITIONS PRECEDENT

4.1 Conditions of Closing

The Purchasers or the Spectra Parties shall be obliged to complete the Closing only if each of the conditions precedent set out below in Sections 4.1.1 through 4.1.6 inclusive, has been satisfied in full at or before the Closing Time.

4.1.1 **Accuracy of Representations and Performance of Covenants**

All of the representations and warranties of the Purchasers in Sections 3.2(a), (b) and (c) and the representations and warranties of the Sellers in Sections 3.1.1(a) and 3.1.2 shall be true and correct in all material respects, or in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) as if made at and as of the Closing Time (regardless of the date as of which the information in this Agreement or in any schedule or other document made pursuant hereto is given) except as such representations or warranties may be affected by the Approval and Vesting Order or appeal thereof.

4.1.2 **Consents, Authorizations and Registrations**

The consents, approvals, Orders (including the Approval and Vesting Order) and authorizations of the Persons or Governmental Authorities (or registrations, declarations, filings or recordings with any of them), required for the Closing as set out on Schedule 4.1.2, shall have been obtained or made on or before the Closing Time.

4.1.3 **Litigation**

No Order shall have been entered that prohibits or restricts the Closing. No Party, nor any of its respective directors, officers, employees, or agents, shall be a defendant or third party to or have received evidence of the commencement of any litigation or proceedings, before any court or Governmental Authority which, in the opinion of the Purchasers or the Spectra Parties, acting reasonably, could prevent or restrict that Party from performing any of its obligations under this Agreement or any Closing Document.

4.1.4 **Orders and Closing Certificate**

The Approval and Vesting Order and Assigned Contract Order shall have been made by the Court in both the CCAA Proceedings and the Chapter 15 Proceedings, and no Party shall have received a notice of appeal in respect of the Approval and Vesting Order or Assigned Contract Order. The Closing Certificate shall have been executed and delivered by the Monitor immediately following, and on the same day as, the Closing, and for greater certainty, the Spectra Parties shall deliver the Closing Certificate executed by the Monitor.

4.1.5 **No Change in Purchased Assets or Business**

There shall have been no Material Adverse Effect from the date of this Agreement to Closing.

4.1.6 **Financing**

The Purchasers shall have closed their debt financing in accordance with and on no less favourable terms, as determined by the Purchasers, acting reasonably, as set out in the term sheet between Turnspire Capital Partners LLC, Wells Fargo and Canadian Imperial Bank of Commerce dated September 16^{th}, 2021 including liquidity of not less than $30,000,000 on Closing.

4.2 Waiver

Any Party may waive, by notice to the other Parties, any condition set forth in this Article 4 which is for its benefit. No waiver by a Party or any condition, in whole or in part, shall operate as a waiver of any other condition.

4.3 Failure to Satisfy Conditions

(a) In case any condition, obligation or covenant of the Spectra Parties to be performed prior to the Time of Closing shall not have been performed or fulfilled prior to such time, the Purchasers may terminate this Agreement by notice in writing to the Spectra Parties and in such event the Purchasers shall be released from all obligations hereunder relating to this Agreement and unless the condition, obligation or covenant of the Spectra Parties for the non-performance of which the Purchasers have rescinded this Agreement are reasonably capable of being performed or caused to be performed by the Spectra Parties, then the Spectra Parties shall also be released from all obligations hereunder relating to this Agreement; provided, however, that the Purchasers shall be entitled to waive compliance with any of such conditions, obligations or covenants in whole or in part if they see fit to do so without prejudice to any of their rights of termination in the event of non-performance of any other condition, obligation or covenant in whole or in part. In case any condition, obligation or covenant of the Spectra Parties to be performed prior to the Time of Closing shall not have been performed prior to such time, and if the non-performed condition, obligation or covenant of the Spectra Parties were reasonably capable of being performed or caused to be performed by the Spectra Parties, then:

(i) the Purchasers may terminate this Agreement by notice in writing to the Spectra Parties and in such event the Purchasers shall be released from all obligations hereunder relating to this Agreement and the Purchasers' rights to pursue legal remedies against the Spectra Parties will survive such termination unimpaired; or

(ii) the Purchasers may elect to complete this Agreement by notice in writing to the Spectra Parties and in such event the Purchasers shall be entitled to require the Spectra Parties to complete the transaction.

(b) This Agreement may be terminated at any time prior to the Time of Closing by the Purchasers or the Sellers if the Closing shall not have been consummated on or before October 29, 2021, unless extended by written agreement of the Sellers and the Purchasers (unless the failure of the Closing to occur by or on such date results primarily from the Party who is attempting to exercise its right of termination under this Section 4.3(b) failure to fulfill or comply with any obligation or covenant under this Agreement).

(c) For greater certainty, for the purposes of this Section, a condition shall be deemed reasonably capable of being performed or caused to be performed unless the circumstances giving rise to the non-performance could not reasonably have been anticipated at the date hereof and were beyond the reasonable control of the Spectra Parties at the Time of Closing.

(d) In the event of the termination of this Agreement in accordance with this Section 4.3 this Agreement shall forthwith become null and void and have no effect; except that the provisions of this Agreement that by their terms are perpetual or intended to survive termination, including this Section 4.3, shall remain in full force and effect and survive any termination of this Agreement and that nothing herein shall relieve any Party from any liability for fraud or any willful breach of the provisions of this Agreement prior to such termination.

ARTICLE 5
COVENANTS

5.1 Access

The Spectra Parties agree to allow the Purchasers and the Purchasers' authorized representatives unrestricted access to the Business and the Purchased Assets for the purpose of conducting the Purchasers' confirmatory due diligence on at least twenty-four (24) hours advance notice to Spectra Canada.

5.2 Employees

(a) The Purchasers confirm that they will offer employment to all employees of the Sellers, with effect as of Closing, on substantially similar terms and conditions as apply to such employees immediately prior to Closing.

(b) Following the Closing, the Purchasers agree that they shall pay the Employee Retention Bonuses as follows: (i) $696,930 of the Employee Retention Bonuses shall be paid at Closing to specified Employees as determined in the bonus schedule delivered by the Purchasers to the Sellers on September 13, 2021; and (ii) $1,041,320 of the Employee Retention Bonuses shall be paid following the Closing by the Purchasers to specified Employees as determined in the bonus schedule delivered by the Purchasers to the Sellers on September 13, 2021. The Employee Retention Bonuses shall be subject to any deductions required by Applicable Law.

5.3 Computers

The Purchasers shall allow the Spectra Parties and the Monitor reasonable access on advanced prior written notice to that portion of the computer systems and related equipment, both hardware and software (the **"Computers"**) as the Spectra Parties may reasonably require for such period of time following Closing as may be reasonably required by the Spectra Parties or the Monitor to complete its administration of the CCAA proceeding in respect of Spectra Canada at which time, the Spectra Parties shall forthwith deliver up possession of the Computers to the Purchasers.

5.4 Risk of Loss

Up to the Time of the Closing, the Purchased Assets shall be and remain at the risk of the Spectra Parties. If, prior to the time of the Closing, all or any material part of the Purchased Assets are substantially destroyed or damaged by fire or any other casualty or shall be expropriated, the Purchasers shall have the option, exercisable by notice in writing given within two (2) Business Days of the Purchasers receiving notice in writing from the Spectra Parties of such destruction, damage or expropriation:

(a) to complete the purchase without reduction of the Purchase Price and all proceeds of insurance or compensation for expropriation shall be payable to the Purchasers and all right and claim of the Spectra Parties to any such amounts not paid by the time of the Closing shall be assigned by the Spectra Parties to the Purchasers; or

(b) of terminating this Agreement and not completing the Transaction, in which case all obligations of the Purchasers and the Spectra Parties hereunder shall terminate.

For greater certainty, where any damage does not result in a Material Adverse Effect, the Purchasers shall be obliged to complete this Agreement, without deduction, and shall be entitled to the proceeds of insurance, if any, in connection with such damage.

5.5 Records

The Purchasers agree to retain the Records for a period of at least seven (7) years following the Closing and shall provide reasonable access on advanced prior written notice to the Spectra Parties to such records, as the Spectra Parties may reasonably require for the Spectra Parties or the Monitor to complete the administration of the CCAA proceedings. For greater certainty, the Spectra Parties shall not have access to any records relating to the business of the Purchasers created after Closing.

5.6 Exclusive Dealing

From the date of this Agreement to the earlier of: (i) October 1, 2021, if the Approval and Vesting Order has not been issued by then, (ii) forty-five (45) days after the CCAA Court issues the Approval and Vesting Order, and (iii) November 13, 2021 if the Closing has not occurred by then, the Spectra Parties will:

(a) work exclusively with the Purchasers in an effort to satisfy all conditions precedent in this Agreement;

(b) not, directly or indirectly, solicit, entertain or enter into or pursue any discussions with, provide information to, or enter into any agreement with any other person which, if completed, would result in the direct or indirect disposition of the Spectra Parties, any of their securities or any of their assets (other than sales of inventory in the Ordinary Course of Business) (an "**Alternate Transaction**") or take any action which would adversely affect the ability of the Purchasers to complete the proposed transaction; and

(c) promptly advise the Purchasers of the receipt of any unsolicited proposals.

5.7 Receivables

From and after the Closing, if any of the Sellers or any of their respective Affiliates receives or collects any funds relating to any Accounts Receivable or any other Purchased Asset, the Sellers or any of their respective Affiliates shall hold such funds in trust for the Purchasers and remit such funds to the Purchasers within five (5) Business Days after its receipt thereof. All such payments to the Purchasers shall include applicable remittance information for cash application of such payments, including, without limitation: (i) the customer(s)/payee name, (ii) the applicable invoice number(s) for such payment (if available), (iii) the date of the invoice(s) (if available), and (iv) the amount of payment received from each payee. From and after the Closing, if the Purchasers or any of their Affiliates receive or collect any funds relating to any Excluded Asset, the Purchasers or their Affiliates shall remit any such funds to the Sellers within five (5) Business Days after its receipt thereof.

5.8 Tax Matters

(a) Any Tax Credits and Wage Subsidies claimed and to be claimed by any Seller in respect of the Pre-Closing Period that are paid to a Seller after the Closing Date, shall be paid by the Sellers to the Purchasers within five (5) Business Days of receipt of payment from the applicable Governmental Authority. Spectra Canada covenants and agrees to file all returns, reports, statements, elections or other required filings on a timely basis pursuant to the ETA, the QST Act and any other provincial or territorial value added, sales, or use Tax legislation or any similar Tax legislation in Canada or any province or territory thereof. Without restricting the generality of the foregoing, the Sellers further covenant and agree that they shall take all such actions as may be mandated under the ETA, the QST Act and any other provincial or territorial value added, sales, or use Tax legislation or any similar Tax legislation in Canada or any province or territory thereof, to ensure that the Company meets all conditions and fulfills all obligations for it to be eligible for receipt of refunds on account of input tax credits, input tax refunds, or other refunds or rebates under the statutes noted above, including for greater certainty, the conditions and obligations in subsection 225(6), section 263.1 of the ETA and any other provincial or territorial value added, sales, or use Tax legislation or any similar Tax legislation in Canada or any province or territory thereof.

(b) All Taxes of the Sellers with respect to any Pre-Closing Periods are the responsibility of and shall be paid by the Sellers.

(c) The Purchasers and the Sellers agree to use their commercially reasonable efforts to obtain any certificate, including a resale certificate, a sales exemption form for the state in which the US activities are located, a bulk sale certificate, state tax clearance certificate or other document from any Tax Authority as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby).

(d) At or prior to the Closing, US Opco shall deliver to US Purchaser a statement, certifying pursuant to Treasury regulations section 1.1445-2(b)(2), that US Opco is not a foreign person within the meaning of Sections 1445 and 897 of the Code.

5.9 Seeking of (i) Approval and Vesting Order and (ii) any required Assigned Contract Order within the CCAA Proceedings and the Chapter 15 Proceedings

The Sellers will seek the issuance and recognition of the Approval and Vesting Order and Assigned Contract Order pursuant to section 2.2 within both the CCAA Proceedings and the Chapter 15 Proceedings by no later than September 30, 2021 for the CCAA Proceedings and by no later than October, 13 for the Chapter 15 Proceedings in accordance with section 2.2 following the execution of this Agreement by all Parties. It is agreed by the Sellers that all of the motion materials associated with those applications within the CCAA Proceedings and the Chapter 15 Proceedings shall be provided to the Purchasers 48 hours prior to filing. The Purchasers shall have an opportunity to review and provide reasonable comments on all such motion materials and the Sellers shall review and consider such comments prior to the filing of such materials. In addition, the Sellers shall have the option, acting reasonably and in good faith, to implement any comments provided by the Purchasers with respect to such motion materials.

5.10 Updates to Schedule K (Assumed Contracts) in Interim Period

The Purchasers shall have the right in their sole and absolute discretion to add or subtract Contracts from Schedule K in the Interim Period.

5.11 Subtraction of Assets

With the prior consent of the Sellers not to be withheld unreasonably (other than in respect of those matters contemplated in Section 5.10), the Purchasers shall have the right to subtract assets from the Purchased Assets in the Interim Period without reduction of or deduction in the Purchase Price provided that such subtraction of asset does not render Section 2.13 (a) inaccurate. For more clarity, it is agreed by the Purchasers that any subtraction of asset from the Purchased Assets pursuant to this Section 5.11 shall not result in any of the Sellers being in breach of any provision of this Agreement.

ARTICLE 6
INTERIM PERIOD COVENANTS

6.1 Conduct of Business

The Spectra Parties covenant that during the Interim Period they will without the Purchasers' consent which shall not be unreasonably withheld or delayed:

(a) conduct the Business only in the Ordinary Course of Business, and use commercially reasonable efforts to maintain the services of the present employees of the Business and good relations with (and preserve the goodwill of) customers, manufacturers, suppliers, lessors and all other Persons having business relationships with the Spectra Parties;

(b) continue in force all insurance maintained by it in respect of the Business;

(c) comply with all Applicable Law of each jurisdiction in which the Business is carried on;

(d) not take any action which would result in any Material Adverse Effect or sell, transfer, dispose of or encumber any of the Purchased Assets, other than in the Ordinary Course of Business;

(e) not increase the remuneration of any Employee, consultant or agent of the Business, except as regularly scheduled in amounts which are in accordance with existing policy of the Seller and make all deductions required by Applicable Law or by contract to be made from amounts paid to employees and remit the amounts deducted, and all related employer contributions required, to the Governmental Authority entitled to receive payment of those amounts;

(f) in consultation with the Purchasers, use commercially reasonable efforts to recruit and hire employees for vacant positions;

(g) not, without the prior written consent of the Purchasers, hire or promote any individual as or to (as the case may be) an officer, manager, director or executive of any of the Spectra Parties or terminate (or encourage or incite resignation) the employment of any manager, director or executive of any of the Spectra Parties;

(h) in reasonable consultation with the Purchasers, use all commercially reasonable efforts to give or obtain the contractual waivers, notices, consents, attornment agreements, acknowledgments and approvals required to consummate the transactions contemplated herein;

(i) not, without the prior written consent of the Purchasers, enter into any arrangement or agreement with any supplier in regards to the payment of any amounts owing by any of the Spectra Parties to such supplier;

(j) not, without the prior written consent of the Purchasers enter into any transaction and shall refrain from doing any action which, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of the Spectra Parties contained herein;

(k) not, without the prior written consent of the Purchasers, make any individual capital expenditure in excess of $50,000, or capital expenditures in the aggregate that exceed $100,000;

(l) not renew, extend, replace, renegotiate, amend or terminate any Material Contract, without the prior approval of the Purchasers not to be unreasonably withheld or delayed;

(m) not, directly or indirectly, (i) solicit or consider any inquiries, proposals or offers, or enter into agreements, relating to the disposition of the Purchased Assets, the merger or consolidation of a Spectra Party with any Person, the sale or exchange of any securities of a Spectra Party, or any other business combination involving a Spectra Party, or (ii) divulge or otherwise disclose any confidential information concerning the Business or the assets of the Business to any third Person or any details regarding the terms of this Agreement, in each case without the prior approval of the Purchasers, acting reasonably;

(n) manage the Spectra Parties' current assets and current liabilities consistently as they have done in the Ordinary Course of Business;

(o) adopt or propose any change in the articles of incorporation or bylaws or other applicable organizational instruments of a Spectra Party;

(p) merge or consolidate a Spectra Party with any other Person or restructure, reorganize or completely or partially liquidate their respective assets, operations or businesses;

(q) issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer, lease, license, guarantee or encumbrance of, any shares of a Spectra Party, or securities convertible or exchangeable into or exercisable for any shares of such capital stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or such convertible or exchangeable securities;

(r) declare, set aside, make or pay any non-cash dividend or other non-cash distribution, payable in stock with respect to any of a Spectra Party's share capital;

(s) reclassify, split, combine, subdivide, redeem, purchase or otherwise acquire, directly or indirectly, any of a Spectra Party's share capital or securities convertible or exchangeable into or exercisable for a Spectra Party's share capital; or

(t) agree to do any of the foregoing.

6.2 Funding by the Spectra Parties

The Spectra Parties covenant and agree to use commercially reasonable efforts to allocate sufficient funding to the operation of the Business to ensure that the Goodwill of the business is maintained in relation to Employees, key suppliers and collaborators, customers and prospective customers.

6.3 Free Cash

The Spectra Parties covenant that during the Interim Period they shall use all Free Cash available to them from time to time to repay the indebtedness owed to the Senior Lenders. For greater certainty, all Free Cash available to the Spectra Parties shall be used to repay the indebtedness owed by them to the Senior Lenders with the result being that the Spectra Parties shall have no Free Cash on hand at the Closing.

6.4 R&W Insurance Policy

If the Purchasers obtain the R&W Insurance Policy the premium and all other fees and costs relating to the R&W Insurance Policy shall be paid by the Purchasers. Subject only to a claim based upon Fraud, such R&W Insurance Policy shall include a specific waiver from the R&W Insurer from subrogation or otherwise making or bringing any claim or other proceeding against any of the Spectra Parties or any director, manager, officer, employee or shareholder of any of the foregoing based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement. The Purchasers shall not, and shall not permit the R&W Insurer to, amend, waive or otherwise modify the R&W Insurance Policy, in any manner that would allow the R&W Insurer or any other Person to be subrogated or otherwise make or bring any claim or other proceeding against any of the Spectra Parties or any director, manager, officer, employee or shareholder of any of the foregoing based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, except, in each case, with respect to claims based upon or arising out of Fraud. The Spectra Parties shall cooperate with the Purchasers' efforts and shall provide such documentation and information related to the Business and the Spectra Parties as reasonably requested by the Purchasers to maintain and bind the R&W Insurance Policy at the Closing.

ARTICLE 7
GENERAL

7.1 Expenses

Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing any aspect of the Transaction contemplated by this Agreement, whether or not the Closing occurs, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

7.2 Time

Time is of the essence of each provision of this Agreement.

7.3 Notices

Any notice, demand or other communication (in this Section, a "notice") required or permitted to be given or made hereunder shall be given in writing and addressed as follows:

(a) In the case of a notice to the Spectra Parties, addressed to them at:

1421 rue Ampère
Boucherville, Québec, J4B 5Z5

Attention: Denis Chabot
Tel.: 450.641.3656 x2609

Email: chabotd@spectrapremium.com

and with a further copy to its counsel at:

Lavery de Billy LLP
1 Place Ville Marie Bureau 4000
Montreal, Quebec H3B 4M4

Attention: Jean Legault and Andre Paquette
Tel.: 514.878.5561(Jean) and 514.877.2973 (Andre)
Email: jlegault@lavery.ca and apaquette@lavery.ca

and with a further copy to the Monitor at:

Ernst & Young Inc.
900 Maisonneuve Blvd. W., Suite 2300
Montreal, QC H3A 08A

Attention: Eric St-Amour et Mario Denis
Tel.: 514.879.8224 (Eric) and 514.874.4338 (Mario)
Email: eric.st-amour@parthenon.ey.com and mario.denis@parthenon.ey.com

(b) In the case of the Purchasers:

575 Madison Avenue, Suite 1006
New York, New York 10022

Attention: Ilya Koffman
Email: ikoffman@turnspirecap.com

and with a further copy to their counsel at:

Miller Thomson LLP
Barristers & Solicitors
40 King Street
Suite 5800
Toronto, ON M5H 3S1

Attention: Jeffrey C. Carhart and Max Spearn
Tel.: 416.595.8615 (Jeffrey) and 416.595.2974 (Max)
Fax: 416.595.8695
Email: jcarhart@millerthomson.com and mspearn@millerthomson.com

Chapman and Cutler LLP
1270 Avenue of Americas, 30th Floor
New York, NY 10022

Attention: Larry G. Halperin and Aaron M. Krieger
Fax: 212.697.7210
Email: halperin@chapman.com and akrieger@chapman.com

Any such notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery, and if sent by facsimile or email, with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received.

7.4 Public Announcements / Confidentiality of Agreement

Following execution of this Agreement by all Parties, the Purchasers may announce the transaction through issuing and disseminating a press release and other associated publicity concerning the transaction (other than the financial terms thereof). The Spectra Parties and the Monitor shall not make any public announcement of the transaction or disclose this Agreement or any of the Closing Documents or their terms and conditions, other than as required by law or court order or with the prior written consent of Purchasers.

7.5 Assignment

(a) No Party may assign any or all rights or benefits under this Agreement to any Person without the other Parties' written consent, *provided*, however, that the Purchasers may, without the prior written consent of the Spectra Parties assign all or any portion of its rights under this Agreement or any of the Closing Documents to: (i) any one or more of its Affiliates who will act as a purchaser of the Purchased Assets (or a portion thereof), or (ii) to its lenders as collateral security.

(b) Except as provided in Section 7.5(a), no assignment of benefits or arrangement for substituted performance by one Party shall be of any effect.

(c) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.

7.6 Further Assurances

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement and each Closing Document.

7.7 Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

7.8 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

- Signatures on next page -

IN WITNESS WHEREOF this Agreement has been executed by the Spectra Parties and the Purchasers on the 17th day of September, 2021.

SPECTRA PREMIUM INDUSTRIES INC.

Per: ______________________

Name: Denis Chabot

Title: President and CEO

Per: ______________________

Name:

Title:

We have the authority to bind the corporation

台灣光譜高優股份有限公司

SPECTRA PREMIUM TAIWAN CO. LTD.

Per: ______________________

Name: Denis Chabot

Title: Chairman

I have the authority to bind the limited partnership

SPECTRA PREMIUM (USA) CORP.

Per: ______________________

Name: Denis Chabot

Title: President and CEO

Per: ______________________

Name:

Title:

We have the authority to bind the corporation

SPECTRA PREMIUM MOBILITY SOLUTIONS CANADA LTD.

Per: ______________________________

Name:

Title:

I have the authority to bind the corporation

SPECTRA PREMIUM MOBILITY SOLUTIONS USA, LLC

Per: ______________________________

Name:

Title:

I have the authority to bind the corporation

SCHEDULE J – ASSIGNED CONTRACTS

(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

SCHEDULE K – ASSUMED CONTRACTS

TO BE COMPLETED BY THE PURCHASERS DURING THE INTERIM PERIOD PURSUANT TO SECTION 5.10 OF THIS AGREEMENT.

1. See list of Assigned Contracts set out in Schedule J hereinabove.

SCHEDULE 2.7 – ASSUMED LIABILITIES AND OBLIGATIONS

(i) Accrued and unpaid salaries, wages, vacation pay and payroll taxes, in each case, relating to the employees who are employed by the Sellers as at the Closing;

(ii) Premiums for the directors' and officers' tail insurance policy for Spectra Canada (Policy # PV-544380) not to exceed $95,334;

(iii) Current Liabilities of the Sellers, subject to the cap referenced in Section 2.7(a)(i) of the Agreement;

(iv) All liabilities and obligations pursuant to Assigned Contracts but only to the extent that such liabilities and obligations thereunder are required to be performed after the Closing Date, and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Sellers on or before the Closing (except as otherwise set out in Section 2.7); and

(v) Rebates forming part of the Assumed Contracts, Assigned Contracts and customer commitments that the Purchasers will continue following the Closing.

For greater certainty, the following shall not be included as an Assumed Liability: any liabilities of the Sellers relating to the notification of termination and/or the termination of any employees located in the United States by the Sellers prior to or on the Closing Date, including, any amounts required to be paid by Applicable Law or by agreement, including, without limitation, damages, payment in lieu of notice, termination pay, severance pay, vacation pay, entitlement to benefit coverage, legal costs, costs of defense or other proceedings, and all other outstanding amounts relating to the termination of any such employees prior to or on the Closing Date.

**** For the purposes of this Schedule, "current liabilities" means the following current liabilities of the Sellers (and no others) as of the Closing incurred in the Ordinary Course of Business by the Sellers since March 10, 2020, determined in accordance with GAAP, and not to exceed $5,000,000 in the aggregate: (i) vendor trade payables; (ii) vendor trade CIA commitments; (iii) freight carriers and freight forwarders; (iv) local vendors owed $10,000 or less; (v) contract related payments relating to Assumed Contracts and Assigned Contracts; (vi) equipment lease payments and real property lease payments relating to the Purchased Assets; (vii) amounts owed to third parties of which there is an offsetting deposit for which the Purchasers will receive the benefit of the deposit; and (viii) amounts owed to payroll processor and benefits administration firms. For greater certainty, Current Liabilities shall not include: (i) the debt owed by the Sellers to the Senior Lenders, (ii) the Cure Costs, (iii) professional fees and expenses of the Sellers associated with the CCAA Proceeding; (iv) accrued vacation pay for previously terminated employees of the Sellers; and (v) liabilities and obligations with respect to Excluded Assets.**

EXHIBIT
R-2

SPECTRA PREMIUM

Boucherville, le 27 mai 2020

PERSONNEL ET CONFIDENTIEL
PAR COURRIER

Monsieur Luc Pichette
1350 rue Bernier,
St-Jean-sur-Richelieu, Québec,
J2W 3E1

Bonjour,

La présente fait suite à notre discussion téléphonique de ce jour lors de laquelle nous vous avons informé de la décision de Les Industries Spectra Premium Inc. (ci-après la « Société ») de procéder à une réorganisation administrative impliquant l'abolition définitive de votre poste. Tel que discuté, cette décision prend effet immédiatement.

Votre relevé d'emploi sera transmis par voie électronique à Service Canada et aucune copie de ce relevé ne vous sera envoyée directement.

Vous êtes tenu de retourner tous les biens de la Société sans délai, y compris, mais sans s'y limiter, les téléphones cellulaires, les ordinateurs portatifs, les clés de tablette, les cartes d'accès, les cartes de crédit, les dossiers, manuels ou livres, ou autres documents de la Société et toute autre donnée, sous forme écrite, électronique ou autre.

Veuillez noter que les bénéfices et autres avantages liés à votre emploi cessent en date d'aujourd'hui, à l'exception de la couverture d'assurance médicaments et dentaire, qui sera prolongée jusqu'au 30 juin 2020 inclusivement.

À cet effet, nous vous invitons à communiquer avec la Régie de l'assurance maladie du Québec dans les meilleurs délais pour obtenir des informations quant à votre admissibilité à l'assurance médicaments du régime public auquel vous devez peut-être adhérer, selon votre situation. Vous pouvez également communiquer avec la Great-West au 1-800-724-3402 (# police 52140) pour les différentes options offertes pour la gestion de votre régime de retraite.

Suite à l'ordonnance initiale rendue par l'honorable Louis J. Gouin, j.c.s., le 10 mars 2020, en application de la *Loi sur les arrangements avec les créanciers des compagnies*, vous trouverez ci-dessous la procédure à suivre pour toutes réclamations eu égard à votre situation personnelle.

Cette ordonnance a eu pour effet de geler le passif de la Société, y compris le paiement des sommes qui vous sont dues, et de suspendre les droits et recours des créanciers de la Société. Dans ce contexte, la Société a notamment cessé tout paiement au groupe d'employés dont le poste a récemment été aboli, groupe dont vous faites malheureusement partie aujourd'hui. Le gel du passif et la suspension des droits et recours des créanciers de la Société seront maintenus jusqu'à ce que la Société dépose éventuellement un plan ou une proposition concernant l'ensemble de ses dettes. Un tel plan ou une telle proposition sera soumis à l'assemblée des créanciers de la Société et devra éventuellement être homologué par le tribunal pour pouvoir devenir applicable et produire ses effets.

Afin de préserver vos droits, vous pouvez communiquer avec Ernst & Young Inc (ci-après « EY »), qui est la firme mandatée par le tribunal pour agir à titre de surveillant durant ces procédures d'insolvabilité. Vous pourrez déclarer votre créance et ainsi être ajouté à la liste des créanciers de la Société. À cet effet, vous trouverez ci-après l'adresse Internet d'une page du site de EY, où vous trouverez des informations qui pourront vous être utiles :

www.ey.com/ca/spectra

La personne contact chez EY dans cette affaire est M. Matt Budd. Ses coordonnées sont les suivantes :

855-280-2011
monitor.spectra@ca.ey.com

Nous apprécions les efforts que vous avez déployés chez Les Industries Spectra Premium Inc. et vous souhaitons la meilleure des chances pour la suite des choses.

Pascal Green
Directeur, ressources humaines

SPECTRA PREMIUM

Boucherville, le 27 mai 2020

PERSONNEL ET CONFIDENTIEL
PAR COURRIER

Madame Sonia Bujold
1720 rang St-Edouard
St-Simon-de-Bagot, Québec
J0H 1Y0

Bonjour,

La présente fait suite à notre discussion téléphonique de ce jour lors de laquelle nous vous avons informée de la décision de Les Industries Spectra Premium Inc. (ci-après la « Société ») de procéder à une réorganisation administrative impliquant l'abolition définitive de votre poste. Tel que discuté, cette décision prend effet immédiatement.

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Veuillez noter que les bénéfices et autres avantages liés à votre emploi cessent en date d'aujourd'hui, à l'exception de la couverture d'assurance médicaments et dentaire, qui sera prolongée jusqu'au 30 juin 2020 inclusivement.

À cet effet, nous vous invitons à communiquer avec la Régie de l'assurance maladie du Québec dans les meilleurs délais pour obtenir des informations quant à votre admissibilité à l'assurance médicaments du régime public auquel vous devez peut-être adhérer, selon votre situation. Vous pouvez également communiquer avec la Great-West au 1-800-724-3402 (# police 52140) pour les différentes options offertes pour la gestion de votre régime de retraite.

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Afin de préserver vos droits, vous pouvez communiquer avec Ernst & Young Inc (ci-après « EY »), qui est la firme mandatée par le tribunal pour agir à titre de surveillant durant ces procédures d'insolvabilité. Vous pourrez déclarer votre créance et ainsi être ajoutée à la liste des créanciers de la Société. À cet effet, vous trouverez ci-après l'adresse Internet d'une page du site de EY, où vous trouverez des informations qui pourront vous être utiles :

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855-280-2011
monitor.spectra@ca.ey.com

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Pascal Green
Directeur, ressources humaines

SPECTRA PREMIUM

Boucherville, le 27 mai 2020

PERSONNEL ET CONFIDENTIEL
PAR COURRIER

Monsieur François Brulotte
606 rue Duvernay
Longueuil, Québec
J4K 4K8

Bonjour,

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Veuillez noter que les bénéfices et autres avantages liés à votre emploi cessent en date d'aujourd'hui, à l'exception de la couverture d'assurance médicaments et dentaire, qui sera prolongée jusqu'au 30 juin 2020 inclusivement.

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Afin de préserver vos droits, vous pouvez communiquer avec Ernst & Young Inc (ci-après « EY »), qui est la firme mandatée par le tribunal pour agir à titre de surveillant durant ces procédures d'insolvabilité. Vous pourrez déclarer votre créance et ainsi être ajouté à la liste des créanciers de la Société. À cet effet, vous trouverez ci-après l'adresse Internet d'une page du site de EY, où vous trouverez des informations qui pourront vous être utiles :

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La personne contact chez EY dans cette affaire est M. Matt Budd. Ses coordonnées sont les suivantes :

855-280-2011
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Nous apprécions les efforts que vous avez déployés chez Les Industries Spectra Premium Inc. et vous souhaitons la meilleure des chances pour la suite des choses.

Pascal Green
Directeur, ressources humaines

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

EXHIBIT R-3.1

CANADA
PROVINCE OF QUÉBEC

S U P E R I O R C O U R T
Commercial Division

DISTRICT OF MONTRÉAL
No.: 500-11-058116-209

Designated tribunal under the Companies' Creditors Arrangement Act[1]

IN THE MATTER OF THE PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF SPECTRA PREMIUM INDUSTRIES INC.[2]

"Debtors"

NOTICE OF SCHEDULED EMPLOYEE'S CLAIM

TO: LUC PICHETTE
1350 bernier App.101
St-Jean-sur-Richelieu, QUEBEC J2W 3E1
Canada

CLAIM NO.: E-163

The Debtors have determined that you have a Claim in the aggregate amount set out below. Subject to any dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as follows:

Claim as per Debtors as at March 10, 2020 (in $CAD)	
Salary, vacation and other paid days:	2,336.33
Notice/termination/severance[3]:	0.00
Expense reimbursement:	0.00
Other	0.00
Total	2,336.33
Allocated as follows:	
Priority contemplated in section 6(5) CCAA:	1,797.12
Residual claim:	539.21
Total	2,336.33

1 *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

2 The entities addressed by the Initial Order are Spectra Premium Industries Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., and Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectively, "Spectra" or the "Debtors").

3 Notice/termination/severance has been determined according to the employee's employment contract, including the collective agreement, if any, the whole to the extent applicable, OR the relevant legislation applicable to the employee in the location of the employee place of work, OR for employees laid off prior to the commencement of the CCAA proceedings, March 10, 2020, as per the arrangement with the employer.

EMPLOYEE OF: SPECTRA PREMIUM INDUSTRIES INC.

IF YOU INTEND TO DISPUTE THIS NOTICE OF SCHEDULED EMPLOYEE'S CLAIM, YOU MUST, BEFORE THE LATER OF:

- (I) THIRTY (30) DAYS AFTER THE DATE ON WHICH THE MONITOR SENDS A NOTICE OF SCHEDULED EMPLOYEE CLAIM; OR,
- (II) THE CLAIMS BAR DATE (5:00 P.M. (MONTREAL TIME) ON NOVEMBER 20, 2020).

("NOTICE OF DISPUTE BAR DATE").

DELIVER TO THE MONITOR AND THE ATTORNEYS OF THE DEBTORS A NOTICE OF DISPUTE (SEE COPY ATTACHED) IN ACCORDANCE WITH THE CLAIMS PROCESS ORDER, BY E-MAIL (RECOMMENDED METHOD), MAIL, OR FAX AT THE FOLLOWING COORDINATES:

Debtors' Counsel:

Lavery, de Billy LLP
1 Place Ville Marie, Suite 4000
Montreal, Quebec, H3B 4M4

Attention: Me. Jean Legault and Me. Jonathan Warin
Fax: 514.871.8977
E-mail: jlegault@lavery.ca and jwarin@lavery.ca

The Monitor:

Ernst & Young Inc.
900 de Maisonneuve blvd. West, Suite 2300
Montréal, Québec, H3A 0A8

Attention: Mario Denis and Matt Budd
Fax: 514.395.4933
E-mail: monitor.spectra@ca.ey.com

If you do not deliver a Notice of Dispute before the Notice of Dispute Bar Date, the value of your Claim shall be deemed final to be as set out in this Notice of Scheduled Employee's Claim.

DATED at Montréal, this 9th of October 2020.

ERNST & YOUNG INC.
Licensed Insolvency Trustee
In its capacity as the Court appointed monitor
in the matter of the proposed arrangement of Spectra Premium Industries Inc. *et al.*

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

CANADA
PROVINCE DE QUÉBEC

C O U R S U P É R I E U R E
Chambre Commerciale

DISTRICT DE MONTRÉAL
No. : 500-11-058116-209

Tribunal désigné aux termes de la Loi sur les arrangements avec les créanciers des compagnies[1]

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE LES INDUSTRIES SPECTRA PREMIUM INC.[2]

« Débitrices »

AVIS CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ

DESTINATAIRE : LUC PICHETTE
1350 bernier App.101
St-Jean-sur-Richelieu, QUEBEC J2W 3E1
Canada

NO. RÉCLAMATION : E-163

Les Débitrices estiment que vous avez une Réclamation au montant global indiqué ci-après. Sous réserve de toute contestation de votre part conformément aux dispositions de l'Ordonnance relative au traitement des réclamations, votre Réclamation sera acceptée comme suit :

Réclamation selon les Débitrices au 10 mars 2020 (en CA $)	
Salaires, vacances et autres congés payées :	2,336.33
Préavis/indemnité de fin d'emploi[3] :	0.00
Remboursements de dépenses :	0.00
Autres :	0.00
Total	2,336.33
Répartie comme suit :	
Priorité visée par le par. 6(5) LACC :	1,797.12
Réclamation résiduelle :	539.21
Total	2,336.33

[1] *Loi sur les arrangements avec les créanciers des compagnies, L.R.C. 1985 c. C-36*, telle qu'amendée.

[2] Les entités visées par l'Ordonnance Initiale sont Les Industries Spectra Premium Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., et Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectivement, « Spectra » ou les « Débitrices »).

[3] Le préavis/indemnité de fin d'emploi a été déterminé en fonction du contrat d'emploi de l'employé, incluant sa convention collective, le cas échéant, le tout dans la mesure où elle est applicable, OU la législation en cette matière qui s'applique à l'endroit où l'employé travaille, OU pour l'employé mis à pied avant la date du début de la procédure LACC, soit le 10 mars 2020, selon l'arrangement pris avec l'employeur.

EMPLOYÉ DE : SPECTRA PREMIUM INDUSTRIES INC.

SI VOUS AVEZ L'INTENTION DE CONTESTER LE PRÉSENT AVIS CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ, VOUS DEVEZ, AVANT LA PLUS TARDIVE DES DATES SUIVANTES :

- (I) TRENTE (30) JOURS APRÈS LA DATE À LAQUELLE LE CONTRÔLEUR ENVOIE L'AVIS DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ; OU,

- (II) LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS (À 17H (HEURE DE MONTRÉAL) LE 20 NOVEMBRE 2020).

(« DATE LIMITE DE DÉPÔT DES CONTESTATIONS »)

FAIRE PARVENIR AU CONTRÔLEUR ET AUX PROCUREURS DES DÉBITRICES UN AVIS DE CONTESTATION (VOIR COPIE CI-JOINTE) CONFORMÉMENT À L'ORDONNANCE RELATIVE AU PROCESSUS DE RÉCLAMATION, PAR COURRIEL (MÉTHODE PRIVILÉGIÉE), LA POSTE, OU TÉLÉCOPIEUR, AUX COORDONNÉES SUIVANTES :

Procureurs des Débitrices :

Lavery, de Billy LLP
1 Place Ville Marie, Bureau 4000
Montréal (Québec) H3B 4M4

Attention : Me. Jean Legault et Me. Jonathan Warin
Télécopieur : 514.871.8977
Courriel : jlegault@lavery.ca et jwarin@lavery.ca

Le Contrôleur :

Ernst & Young Inc.
900 boul. de Maisonneuve Ouest, Bureau 2300
Montréal (Québec) H3A 0A8

Attention : Mario Denis et Matt Budd
Télécopieur : 514.395.4933
Courriel : monitor.spectra@ca.ey.com

Si vous ne faites pas parvenir un Avis de Contestation avant la Date limite de dépôt des Contestations, la valeur de votre Réclamation sera réputée de façon définitive être celle qui est énoncée dans le présent Avis Concernant la Réclamation d'un Employé Déclaré.

FAIT à Montréal, le 9 octobre 2020.

Ernst & Young Inc.
Syndic autorisé en insolvabilité
en sa qualité de Contrôleur nommé par le Tribunal
dans l'affaire de l'arrangement proposé de Les Industries Spectra Premium Inc. *et al.*

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

CANADA
PROVINCE OF QUÉBEC

S U P E R I O R C O U R T
Commercial Division

DISTRICT OF MONTRÉAL
No.: 500-11-058116-209

Designated tribunal under the Companies' Creditors Arrangement Act[1]

IN THE MATTER OF THE PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF SPECTRA PREMIUM INDUSTRIES INC.[2]

"Debtors"

REVISED NOTICE OF SCHEDULED EMPLOYEE'S CLAIM
(Revised on November 11, 2020)

TO:	LUC PICHETTE 1350 bernier App.101 St-Jean-sur-Richelieu, QUEBEC J2W 3E1 Canada		
CLAIM NO.:	E-163	EMPLOYEE OF:	SPECTRA PREMIUM INDUSTRIES INC.

The Debtors have determined that you have a Claim in the aggregate amount set out below. Subject to any dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as follows:

Revised Claim as per Debtors as at March 10, 2020	
	(in $CAD) (original currency)
Salary, vacation and other paid days:	2,336.33
Notice/termination/severance[3]:	6,912.00
Expense reimbursement:	0.00
Other	0.00
Total	9,248.33
Allocated as follows:	
Priority contemplated in section 6(5) CCAA:	1,797.12
Residual claim:	7,451.21
Total	9,248.33

1 *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

2 The entities addressed by the Initial Order are Spectra Premium Industries Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., and Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectively, "**Spectra**" or the "**Debtors**").

3 Notice/termination/severance has been determined according to the employee's employment contract, including the collective agreement, if any, the whole to the extent applicable, OR the relevant legislation applicable to the employee in the location of the employee place of work, OR for employees laid off prior to the commencement of the CCAA proceedings, March 10, 2020, as per the arrangement with the employer.

This Revised Notice of Scheduled Employee's Claim replaces any and all other Notice of Scheduled Employee's Claim or Revised Notice of Scheduled Employee's Claim issued prior to the date of this Revised Notice of Scheduled Employee's Claim.

IF YOU INTEND TO DISPUTE THIS REVISED NOTICE OF SCHEDULED EMPLOYEE'S CLAIM, YOU MUST, BEFORE THE LATER OF:

- **(I) THIRTY (30) DAYS AFTER THE DATE ON WHICH THE MONITOR SENDS A NOTICE OF SCHEDULED EMPLOYEE CLAIM OR A REVISED NOTICE OF SCHEDULED EMPLOYEE CLAIM; OR,**

- **(II) THE CLAIMS BAR DATE (5:00 P.M. (MONTREAL TIME) ON NOVEMBER 20, 2020).**

("NOTICE OF DISPUTE BAR DATE").

DELIVER TO THE MONITOR AND THE ATTORNEYS OF THE DEBTORS A NOTICE OF DISPUTE (SEE COPY ATTACHED) IN ACCORDANCE WITH THE CLAIMS PROCESS ORDER, BY E-MAIL (RECOMMENDED METHOD), MAIL, OR FAX AT THE FOLLOWING COORDINATES:

Debtors' Counsel:

Lavery, de Billy LLP
1 Place Ville Marie, Suite 4000
Montreal, Quebec, H3B 4M4

Attention:	Me. Jean Legault and Me. Jonathan Warin
Fax:	514.871.8977
E-mail:	jlegault@lavery.ca and jwarin@lavery.ca

The Monitor:

Ernst & Young Inc.
900 de Maisonneuve blvd. West, Suite 2300
Montréal, Québec, H3A 0A8

Attention:	Mario Denis and Matt Budd
Fax:	514.395.4933
E-mail:	monitor.spectra@ca.ey.com

If you do not deliver a Notice of Dispute before the Notice of Dispute Bar Date, the value of your Claim shall be deemed final to be as set out in this Revised Notice of Scheduled Employee's Claim.

DATED at Montréal, this 11th of November 2020.

ERNST & YOUNG INC.
Licensed Insolvency Trustee
In its capacity as the Court appointed monitor
in the matter of the proposed arrangement of Spectra Premium Industries Inc. *et al.*

Per: Mario Denis, CPA, CA, CIRP, LIT
Senior Vice-President

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

CANADA
PROVINCE DE QUÉBEC

C O U R S U P É R I E U R E
Chambre Commerciale

DISTRICT DE MONTRÉAL
No. : 500-11-058116-209

Tribunal désigné aux termes de la Loi sur les arrangements avec les créanciers des compagnies[1]

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE LES INDUSTRIES SPECTRA PREMIUM INC.[2]

« Débitrices »

AVIS RÉVISÉ CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ
(Révisé le 11 novembre 2020)

À :	LUC PICHETTE 1350 bernier App.101 St-Jean-sur-Richelieu, QUEBEC J2W 3E1 Canada		
RÉCLAMATION NO. :	E-163	EMPLOYÉ(E) DE :	SPECTRA PREMIUM INDUSTRIES INC.

Les Débitrices estiment que vous avez une Réclamation au montant global indiqué ci-après. Sous réserve de toute contestation de votre part conformément aux dispositions de l'Ordonnance relative au traitement des réclamations, votre Réclamation sera acceptée comme suit :

Réclamation révisée selon les Débitrices au 10 mars 2020	
	(en $CA) (devise originale)
Salaires, vacances et autres congés payées :	2,336.33
Préavis/indemnité de fin d'emploi[3]:	6,912.00
Remboursement de dépenses :	0.00
Autres :	0.00
Total	9,248.33
Répartie comme suit :	
Priorité visée par le par. 6(5) LACC :	1,797.12
Réclamation résiduelle :	7,451.21
Total	9,248.33

1 *Loi sur les arrangements avec les créanciers des compagnies, L.R.C. 1985 c. C-36*, telle qu'amendée.

2 Les entités visées par l'Ordonnance Initiale sont Les Industries Spectra Premium Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., et Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectivement, « **Spectra** » ou les « **Débitrices** »).

3 Le préavis/indemnité de fin d'emploi a été déterminé en fonction du contrat d'emploi de l'employé, incluant sa convention collective, le cas échéant, le tout dans la mesure où elle est applicable, OU la législation en cette matière qui s'applique à l'endroit où l'employé travaille, OU pour l'employé mis à pied avant la date du début de la procédure LACC, soit le 10 mars 2020, selon l'arrangement pris avec l'employeur.

Cet Avis révisé concernant la Réclamation d'un Employé Déclaré remplace tout autre Avis concernant la Réclamation d'un Employé ou Avis révisé concernant la Réclamation d'un Employé émis avant la date du présent Avis révisé concernant la Réclamation d'un Employé.

SI VOUS AVEZ L'INTENTION DE CONTESTER LE PRÉSENT AVIS RÉVISÉ CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ, VOUS DEVEZ, AVANT LA PLUS TARDIVE DES DATES SUIVANTES :

- **(I) TRENTE (30) JOURS APRÈS LA DATE À LAQUELLE LE CONTRÔLEUR ENVOIE L'AVIS DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ OU L'AVIS RÉVISÉ DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ; OU,**
- **(II) LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS (À 17H (HEURE DE MONTRÉAL) LE 20 NOVEMBRE 2020).**

(« DATE LIMITE DE DÉPÔT DES CONTESTATIONS »)

FAIRE PARVENIR AU CONTRÔLEUR ET AUX PROCUREURS DES DÉBITRICES UN AVIS DE CONTESTATION (VOIR COPIE CI-JOINTE) CONFORMÉMENT À L'ORDONNANCE RELATIVE AU PROCESSUS DE RÉCLAMATION, PAR COURRIEL (MÉTHODE PRIVILÉGIÉE), LA POSTE, OU TÉLÉCOPIEUR, AUX COORDONNÉES SUIVANTES :

Procureurs des Débitrices :

Lavery, de Billy LLP
1 Place Ville Marie, Bureau 4000
Montréal (Québec) H3B 4M4

Attention : Me. Jean Legault et Me. Jonathan Warin
Télécopieur : 514.871.8977
Courriel : jlegault@lavery.ca et jwarin@lavery.ca

Le Contrôleur :

Ernst & Young Inc.
900 boul. de Maisonneuve Ouest, Bureau 2300
Montréal (Québec) H3A 0A8

Attention : Mario Denis et Matt Budd
Télécopieur : 514.395.4933
Courriel : monitor.spectra@ca.ey.com

Si vous ne faites pas parvenir un Avis de Contestation avant la Date limite de dépôt des Contestations, la valeur de votre Réclamation sera réputée de façon définitive être celle qui est énoncée dans le présent Avis révisé Concernant la Réclamation d'un Employé Déclaré.

FAIT à Montréal, le 11 novembre 2020.

Ernst & Young Inc.
Syndic autorisé en insolvabilité
en sa qualité de Contrôleur nommé par le Tribunal
dans l'affaire de l'arrangement proposé de Les Industries Spectra Premium Inc. *et al*.

Par : Mario Denis, CPA, CA, CIRP, SAI
Senior Vice-President

EXHIBIT R-3.2

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

CANADA
PROVINCE DE QUÉBEC

COUR SUPÉRIEURE
Chambre Commerciale

DISTRICT DE MONTRÉAL
No. : 500-11-058116-209

Tribunal désigné aux termes de la Loi sur les arrangements avec les créanciers des compagnies[1]

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE LES INDUSTRIES SPECTRA PREMIUM INC.[2]

« Débitrices »

AVIS CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ

DESTINATAIRE : SONIA BUJOLD
1720 Rang St-Edouard
St-Simon-de-Bagot, QUEBEC J0H 1Y0
Canada

NO. RÉCLAMATION : E-292

Les Débitrices estiment que vous avez une Réclamation au montant global indiqué ci-après. Sous réserve de toute contestation de votre part conformément aux dispositions de l'Ordonnance relative au traitement des réclamations, votre Réclamation sera acceptée comme suit :

Réclamation selon les Débitrices au 10 mars 2020 (en CA $)	
Salaires, vacances et autres congés payées :	1,891.99
Préavis/indemnité de fin d'emploi[3] :	0.00
Remboursements de dépenses :	0.00
Autres :	0.00
Total	1,891.99
Répartie comme suit :	
Priorité visée par le par. 6(5) LACC :	1,539.72
Réclamation résiduelle :	352.27
Total	**1,891.99**

[1] *Loi sur les arrangements avec les créanciers des compagnies, L.R.C. 1985 c. C-36*, telle qu'amendée.

[2] Les entités visées par l'Ordonnance Initiale sont Les Industries Spectra Premium Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., et Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectivement, « **Spectra** » ou les « **Débitrices** »).

[3] Le préavis/indemnité de fin d'emploi a été déterminé en fonction du contrat d'emploi de l'employé, incluant sa convention collective, le cas échéant, le tout dans la mesure où elle est applicable, OU la législation en cette matière qui s'applique à l'endroit où l'employé travaille, OU pour l'employé mis à pied avant la date du début de la procédure LACC, soit le 10 mars 2020, selon l'arrangement pris avec l'employeur.

EMPLOYÉ DE : SPECTRA PREMIUM INDUSTRIES INC.

SI VOUS AVEZ L'INTENTION DE CONTESTER LE PRÉSENT AVIS CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ, VOUS DEVEZ, AVANT LA PLUS TARDIVE DES DATES SUIVANTES :

- **(I) TRENTE (30) JOURS APRÈS LA DATE À LAQUELLE LE CONTRÔLEUR ENVOIE L'AVIS DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ; OU,**

- **(II) LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS (À 17H (HEURE DE MONTRÉAL) LE 20 NOVEMBRE 2020).**

(« DATE LIMITE DE DÉPÔT DES CONTESTATIONS »)

FAIRE PARVENIR AU CONTRÔLEUR ET AUX PROCUREURS DES DÉBITRICES UN AVIS DE CONTESTATION (VOIR COPIE CI-JOINTE) CONFORMÉMENT À L'ORDONNANCE RELATIVE AU PROCESSUS DE RÉCLAMATION, PAR COURRIEL (MÉTHODE PRIVILÉGIÉE), LA POSTE, OU TÉLÉCOPIEUR, AUX COORDONNÉES SUIVANTES :

Procureurs des Débitrices :

Lavery, de Billy LLP
1 Place Ville Marie, Bureau 4000
Montréal (Québec) H3B 4M4

Attention : Me. Jean Legault et Me. Jonathan Warin
Télécopieur : 514.871.8977
Courriel : jlegault@lavery.ca et jwarin@lavery.ca

Le Contrôleur :

Ernst & Young Inc.
900 boul. de Maisonneuve Ouest, Bureau 2300
Montréal (Québec) H3A 0A8

Attention : Mario Denis et Matt Budd
Télécopieur : 514.395.4933
Courriel : monitor.spectra@ca.ey.com

Si vous ne faites pas parvenir un Avis de Contestation avant la Date limite de dépôt des Contestations, la valeur de votre Réclamation sera réputée de façon définitive être celle qui est énoncée dans le présent Avis Concernant la Réclamation d'un Employé Déclaré.

FAIT à Montréal, le 9 octobre 2020.

Ernst & Young Inc.
Syndic autorisé en insolvabilité
en sa qualité de Contrôleur nommé par le Tribunal
dans l'affaire de l'arrangement proposé de Les Industries Spectra Premium Inc. *et al*.

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
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CANADA
PROVINCE DE QUÉBEC

C O U R S U P É R I E U R E
Chambre Commerciale

DISTRICT DE MONTRÉAL
No. : 500-11-058116-209

Tribunal désigné aux termes de la Loi sur les arrangements avec les créanciers des compagnies[1]

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE LES INDUSTRIES SPECTRA PREMIUM INC.[2]

« Débitrices »

AVIS RÉVISÉ CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ
(Révisé le 11 novembre 2020)

À :	SONIA BUJOLD 1720 Rang St-Edouard St-Simon-de-Bagot, QUEBEC J0H 1Y0 Canada		
RÉCLAMATION NO. :	E-292	EMPLOYÉ(E) DE :	SPECTRA PREMIUM INDUSTRIES INC.

Les Débitrices estiment que vous avez une Réclamation au montant global indiqué ci-après. Sous réserve de toute contestation de votre part conformément aux dispositions de l'Ordonnance relative au traitement des réclamations, votre Réclamation sera acceptée comme suit :

Réclamation révisée selon les Débitrices au 10 mars 2020	
	(en $CA) **(devise originale)**
Salaires, vacances et autres congés payées :	1,891.99
Préavis/indemnité de fin d'emploi[3]:	5,922.00
Remboursement de dépenses :	0.00
Autres :	0.00
Total	7,813.99
Répartie comme suit :	
Priorité visée par le par. 6(5) LACC :	1,539.72
Réclamation résiduelle :	6,274.27
Total	7,813.99

---

1 *Loi sur les arrangements avec les créanciers des compagnies, L.R.C. 1985 c. C-36*, telle qu'amendée.

2 Les entités visées par l'Ordonnance Initiale sont Les Industries Spectra Premium Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., et Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectivement, « **Spectra** » ou les « **Débitrices** »).

3 Le préavis/indemnité de fin d'emploi a été déterminé en fonction du contrat d'emploi de l'employé, incluant sa convention collective, le cas échéant, le tout dans la mesure où elle est applicable, OU la législation en cette matière qui s'applique à l'endroit où l'employé travaille, OU pour l'employé mis à pied avant la date du début de la procédure LACC, soit le 10 mars 2020, selon l'arrangement pris avec l'employeur.

Cet Avis révisé concernant la Réclamation d'un Employé Déclaré remplace tout autre Avis concernant la Réclamation d'un Employé ou Avis révisé concernant la Réclamation d'un Employé émis avant la date du présent Avis révisé concernant la Réclamation d'un Employé.

SI VOUS AVEZ L'INTENTION DE CONTESTER LE PRÉSENT AVIS RÉVISÉ CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ, VOUS DEVEZ, AVANT LA PLUS TARDIVE DES DATES SUIVANTES :

- **(I) TRENTE (30) JOURS APRÈS LA DATE À LAQUELLE LE CONTRÔLEUR ENVOIE L'AVIS DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ OU L'AVIS RÉVISÉ DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ; OU,**
- **(II) LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS (À 17H (HEURE DE MONTRÉAL) LE 20 NOVEMBRE 2020).**

(« DATE LIMITE DE DÉPÔT DES CONTESTATIONS »)

FAIRE PARVENIR AU CONTRÔLEUR ET AUX PROCUREURS DES DÉBITRICES UN AVIS DE CONTESTATION (VOIR COPIE CI-JOINTE) CONFORMÉMENT À L'ORDONNANCE RELATIVE AU PROCESSUS DE RÉCLAMATION, PAR COURRIEL (MÉTHODE PRIVILÉGIÉE), LA POSTE, OU TÉLÉCOPIEUR, AUX COORDONNÉES SUIVANTES :

Procureurs des Débitrices :

Lavery, de Billy LLP
1 Place Ville Marie, Bureau 4000
Montréal (Québec) H3B 4M4

Attention : Me. Jean Legault et Me. Jonathan Warin
Télécopieur : 514.871.8977
Courriel : jlegault@lavery.ca et jwarin@lavery.ca

Le Contrôleur :

Ernst & Young Inc.
900 boul. de Maisonneuve Ouest, Bureau 2300
Montréal (Québec) H3A 0A8

Attention : Mario Denis et Matt Budd
Télécopieur : 514.395.4933
Courriel : monitor.spectra@ca.ey.com

Si vous ne faites pas parvenir un Avis de Contestation avant la Date limite de dépôt des Contestations, la valeur de votre Réclamation sera réputée de façon définitive être celle qui est énoncée dans le présent Avis révisé Concernant la Réclamation d'un Employé Déclaré.

FAIT à Montréal, le 11 novembre 2020.

Ernst & Young Inc.
Syndic autorisé en insolvabilité
en sa qualité de Contrôleur nommé par le Tribunal
dans l'affaire de l'arrangement proposé de Les Industries Spectra Premium Inc. *et al.*

Par : Mario Denis, CPA, CA, CIRP, SAI
Senior Vice-President

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

EXHIBIT R-3.3

CANADA
PROVINCE DE QUÉBEC

C O U R S U P É R I E U R E
Chambre Commerciale

DISTRICT DE MONTRÉAL
No. : 500-11-058116-209

Tribunal désigné aux termes de la Loi sur les arrangements avec les créanciers des compagnies[1]

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE LES INDUSTRIES SPECTRA PREMIUM INC.[2]

« Débitrices »

AVIS CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ

DESTINATAIRE : FRANCOIS BRULOTTE
606 Duvernay
Longueuil, QUEBEC J4K 4K8
Canada

NO. RÉCLAMATION : E-228

Les Débitrices estiment que vous avez une Réclamation au montant global indiqué ci-après. Sous réserve de toute contestation de votre part conformément aux dispositions de l'Ordonnance relative au traitement des réclamations, votre Réclamation sera acceptée comme suit :

Réclamation selon les Débitrices au 10 mars 2020 (en CA $)	
Salaires, vacances et autres congés payées :	2,470.46
Préavis/indemnité de fin d'emploi[3] :	0.00
Remboursements de dépenses :	0.00
Autres :	0.00
Total	2,470.46
Répartie comme suit :	
Priorité visée par le par. 6(5) LACC :	1,807.08
Réclamation résiduelle :	663.38
Total	**2,470.46**

1 *Loi sur les arrangements avec les créanciers des compagnies, L.R.C. 1985 c. C-36*, telle qu'amendée.

2 Les entités visées par l'Ordonnance Initiale sont Les Industries Spectra Premium Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., et Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectivement, « **Spectra** » ou les « **Débitrices** »).

3 Le préavis/indemnité de fin d'emploi a été déterminé en fonction du contrat d'emploi de l'employé, incluant sa convention collective, le cas échéant, le tout dans la mesure où elle est applicable, OU la législation en cette matière qui s'applique à l'endroit où l'employé travaille, OU pour l'employé mis à pied avant la date du début de la procédure LACC, soit le 10 mars 2020, selon l'arrangement pris avec l'employeur.

EMPLOYÉ DE : SPECTRA PREMIUM INDUSTRIES INC.

SI VOUS AVEZ L'INTENTION DE CONTESTER LE PRÉSENT AVIS CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ, VOUS DEVEZ, AVANT LA PLUS TARDIVE DES DATES SUIVANTES :

- **(I) TRENTE (30) JOURS APRÈS LA DATE À LAQUELLE LE CONTRÔLEUR ENVOIE L'AVIS DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ; OU,**

- **(II) LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS (À 17H (HEURE DE MONTRÉAL) LE 20 NOVEMBRE 2020).**

(« DATE LIMITE DE DÉPÔT DES CONTESTATIONS »)

FAIRE PARVENIR AU CONTRÔLEUR ET AUX PROCUREURS DES DÉBITRICES UN AVIS DE CONTESTATION (VOIR COPIE CI-JOINTE) CONFORMÉMENT À L'ORDONNANCE RELATIVE AU PROCESSUS DE RÉCLAMATION, PAR COURRIEL (MÉTHODE PRIVILÉGIÉE), LA POSTE, OU TÉLÉCOPIEUR, AUX COORDONNÉES SUIVANTES :

Procureurs des Débitrices :

Lavery, de Billy LLP
1 Place Ville Marie, Bureau 4000
Montréal (Québec) H3B 4M4

Attention :	Me. Jean Legault et Me. Jonathan Warin
Télécopieur :	514.871.8977
Courriel :	jlegault@lavery.ca et jwarin@lavery.ca

Le Contrôleur :

Ernst & Young Inc.
900 boul. de Maisonneuve Ouest, Bureau 2300
Montréal (Québec) H3A 0A8

Attention :	Mario Denis et Matt Budd
Télécopieur :	514.395.4933
Courriel :	monitor.spectra@ca.ey.com

Si vous ne faites pas parvenir un Avis de Contestation avant la Date limite de dépôt des Contestations, la valeur de votre Réclamation sera réputée de façon définitive être celle qui est énoncée dans le présent Avis Concernant la Réclamation d'un Employé Déclaré.

FAIT à Montréal, le 9 octobre 2020.

Ernst & Young Inc.
Syndic autorisé en insolvabilité
en sa qualité de Contrôleur nommé par le Tribunal
dans l'affaire de l'arrangement proposé de Les Industries Spectra Premium Inc. *et al*.

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

CANADA
PROVINCE OF QUÉBEC

S U P E R I O R C O U R T
Commercial Division

DISTRICT OF MONTRÉAL
No.: 500-11-058116-209

Designated tribunal under the Companies' Creditors Arrangement Act[1]

IN THE MATTER OF THE PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF SPECTRA PREMIUM INDUSTRIES INC.[2]

"Debtors"

NOTICE OF SCHEDULED EMPLOYEE'S CLAIM

T0: FRANCOIS BRULOTTE
606 Duvernay
Longueuil, QUEBEC J4K 4K8
Canada

CLAIM NO.: E-228

The Debtors have determined that you have a Claim in the aggregate amount set out below. Subject to any dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as follows:

Claim as per Debtors as at March 10, 2020 (in $CAD)	
Salary, vacation and other paid days:	2,470.46
Notice/termination/severance[3]:	0.00
Expense reimbursement:	0.00
Other	0.00
Total	2,470.46
Allocated as follows:	
Priority contemplated in section 6(5) CCAA:	1,807.08
Residual claim:	663.38
Total	2,470.46

1 Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

2 The entities addressed by the Initial Order are Spectra Premium Industries Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., and Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectively, "Spectra" or the "Debtors").

3 Notice/termination/severance has been determined according to the employee's employment contract, including the collective agreement, if any, the whole to the extent applicable, OR the relevant legislation applicable to the employee in the location of the employee place of work, OR for employees laid off prior to the commencement of the CCAA proceedings, March 10, 2020, as per the arrangement with the employer.

EMPLOYEE OF: SPECTRA PREMIUM INDUSTRIES INC.

IF YOU INTEND TO DISPUTE THIS NOTICE OF SCHEDULED EMPLOYEE'S CLAIM, YOU MUST, BEFORE THE LATER OF:

- (I) THIRTY (30) DAYS AFTER THE DATE ON WHICH THE MONITOR SENDS A NOTICE OF SCHEDULED EMPLOYEE CLAIM; OR,

- (II) THE CLAIMS BAR DATE (5:00 P.M. (MONTREAL TIME) ON NOVEMBER 20, 2020).

(“NOTICE OF DISPUTE BAR DATE”).

DELIVER TO THE MONITOR AND THE ATTORNEYS OF THE DEBTORS A NOTICE OF DISPUTE (SEE COPY ATTACHED) IN ACCORDANCE WITH THE CLAIMS PROCESS ORDER, BY E-MAIL (RECOMMENDED METHOD), MAIL, OR FAX AT THE FOLLOWING COORDINATES:

Debtors’ Counsel:

Lavery, de Billy LLP
1 Place Ville Marie, Suite 4000
Montreal, Quebec, H3B 4M4

Attention: Me. Jean Legault and Me. Jonathan Warin
Fax: 514.871.8977
E-mail: jlegault@lavery.ca and jwarin@lavery.ca

The Monitor:

Ernst & Young Inc.
900 de Maisonneuve blvd. West, Suite 2300
Montréal, Québec, H3A 0A8

Attention: Mario Denis and Matt Budd
Fax: 514.395.4933
E-mail: monitor.spectra@ca.ey.com

If you do not deliver a Notice of Dispute before the Notice of Dispute Bar Date, the value of your Claim shall be deemed final to be as set out in this Notice of Scheduled Employee’s Claim.

DATED at Montréal, this 9th of October 2020.

ERNST & YOUNG INC.
Licensed Insolvency Trustee
In its capacity as the Court appointed monitor
in the matter of the proposed arrangement of Spectra Premium Industries Inc. et al.

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

CANADA
PROVINCE DE QUÉBEC

C O U R S U P É R I E U R E
Chambre Commerciale

DISTRICT DE MONTRÉAL
No. : 500-11-058116-209

Tribunal désigné aux termes de la Loi sur les arrangements avec les créanciers des compagnies[1]

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE LES INDUSTRIES SPECTRA PREMIUM INC.[2]

« Débitrices »

AVIS RÉVISÉ CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ
(Révisé le 11 novembre 2020)

À :	FRANCOIS BRULOTTE 606 Duvernay Longueuil, QUEBEC J4K 4K8 Canada		
RÉCLAMATION NO. :	E-228	EMPLOYÉ(E) DE :	SPECTRA PREMIUM INDUSTRIES INC.

Les Débitrices estiment que vous avez une Réclamation au montant global indiqué ci-après. Sous réserve de toute contestation de votre part conformément aux dispositions de l'Ordonnance relative au traitement des réclamations, votre Réclamation sera acceptée comme suit :

Réclamation révisée selon les Débitrices au 10 mars 2020	
	(en $CA) (devise originale)
Salaires, vacances et autres congés payées :	2,352.87
Préavis/indemnité de fin d'emploi[3]:	6,950.30
Remboursement de dépenses :	0.00
Autres :	0.00
Total	9,303.17
Répartie comme suit :	
Priorité visée par le par. 6(5) LACC :	1,807.08
Réclamation résiduelle :	7,496.09
Total	9,303.17

---

1 *Loi sur les arrangements avec les créanciers des compagnies, L.R.C. 1985 c. C-36*, telle qu'amendée.

2 Les entités visées par l'Ordonnance Initiale sont Les Industries Spectra Premium Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., et Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectivement, « **Spectra** » ou les « **Débitrices** »).

3 Le préavis/indemnité de fin d'emploi a été déterminé en fonction du contrat d'emploi de l'employé, incluant sa convention collective, le cas échéant, le tout dans la mesure où elle est applicable, OU la législation en cette matière qui s'applique à l'endroit où l'employé travaille, OU pour l'employé mis à pied avant la date du début de la procédure LACC, soit le 10 mars 2020, selon l'arrangement pris avec l'employeur.

Cet Avis révisé concernant la Réclamation d'un Employé Déclaré remplace tout autre Avis concernant la Réclamation d'un Employé ou Avis révisé concernant la Réclamation d'un Employé émis avant la date du présent Avis révisé concernant la Réclamation d'un Employé.

SI VOUS AVEZ L'INTENTION DE CONTESTER LE PRÉSENT AVIS RÉVISÉ CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ, VOUS DEVEZ, AVANT LA PLUS TARDIVE DES DATES SUIVANTES :

- **(I) TRENTE (30) JOURS APRÈS LA DATE À LAQUELLE LE CONTRÔLEUR ENVOIE L'AVIS DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ OU L'AVIS RÉVISÉ DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ; OU,**
- **(II) LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS (À 17H (HEURE DE MONTRÉAL) LE 20 NOVEMBRE 2020).**

(« DATE LIMITE DE DÉPÔT DES CONTESTATIONS »)

FAIRE PARVENIR AU CONTRÔLEUR ET AUX PROCUREURS DES DÉBITRICES UN AVIS DE CONTESTATION (VOIR COPIE CI-JOINTE) CONFORMÉMENT À L'ORDONNANCE RELATIVE AU PROCESSUS DE RÉCLAMATION, PAR COURRIEL (MÉTHODE PRIVILÉGIÉE), LA POSTE, OU TÉLÉCOPIEUR, AUX COORDONNÉES SUIVANTES :

Procureurs des Débitrices :

Lavery, de Billy LLP
1 Place Ville Marie, Bureau 4000
Montréal (Québec) H3B 4M4

Attention :	Me. Jean Legault et Me. Jonathan Warin
Télécopieur :	514.871.8977
Courriel :	jlegault@lavery.ca et jwarin@lavery.ca

Le Contrôleur :

Ernst & Young Inc.
900 boul. de Maisonneuve Ouest, Bureau 2300
Montréal (Québec) H3A 0A8

Attention :	Mario Denis et Matt Budd
Télécopieur :	514.395.4933
Courriel :	monitor.spectra@ca.ey.com

Si vous ne faites pas parvenir un Avis de Contestation avant la Date limite de dépôt des Contestations, la valeur de votre Réclamation sera réputée de façon définitive être celle qui est énoncée dans le présent Avis révisé Concernant la Réclamation d'un Employé Déclaré.

FAIT à Montréal, le 11 novembre 2020.

Ernst & Young Inc.
Syndic autorisé en insolvabilité
en sa qualité de Contrôleur nommé par le Tribunal
dans l'affaire de l'arrangement proposé de Les Industries Spectra Premium Inc. *et al.*

Par : Mario Denis, CPA, CA, CIRP, SAI
Senior Vice-President

EY

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
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Tél./Tel: +1 514 875 6060
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ey.com

CANADA
PROVINCE OF QUÉBEC

S U P E R I O R C O U R T
Commercial Division

DISTRICT OF MONTRÉAL
No.: 500-11-058116-209

Designated tribunal under the Companies' Creditors Arrangement Act[1]

IN THE MATTER OF THE PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF SPECTRA PREMIUM INDUSTRIES INC.[2]

"Debtors"

REVISED NOTICE OF SCHEDULED EMPLOYEE'S CLAIM
(Revised on November 11, 2020)

TO:	FRANCOIS BRULOTTE 606 Duvernay Longueuil, QUEBEC J4K 4K8 Canada		
CLAIM NO.:	E-228	EMPLOYEE OF:	SPECTRA PREMIUM INDUSTRIES INC.

The Debtors have determined that you have a Claim in the aggregate amount set out below. Subject to any dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as follows:

Revised Claim as per Debtors as at March 10, 2020	
	(in $CAD) (original currency)
Salary, vacation and other paid days:	2,470.46
Notice/termination/severance[3]:	6,950.30
Expense reimbursement:	0.00
Other	0.00
Total	9,420.76
Allocated as follows:	
Priority contemplated in section 6(5) CCAA:	1,807.08
Residual claim:	7,613.68
Total	9,420.76

---

[1] *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

[2] The entities addressed by the Initial Order are Spectra Premium Industries Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., and Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectively, "**Spectra**" or the "**Debtors**").

[3] Notice/termination/severance has been determined according to the employee's employment contract, including the collective agreement, if any, the whole to the extent applicable, OR the relevant legislation applicable to the employee in the location of the employee place of work, OR for employees laid off prior to the commencement of the CCAA proceedings, March 10, 2020, as per the arrangement with the employer.

This Revised Notice of Scheduled Employee's Claim replaces any and all other Notice of Scheduled Employee's Claim or Revised Notice of Scheduled Employee's Claim issued prior to the date of this Revised Notice of Scheduled Employee's Claim.

IF YOU INTEND TO DISPUTE THIS REVISED NOTICE OF SCHEDULED EMPLOYEE'S CLAIM, YOU MUST, BEFORE THE LATER OF:

- **(I) THIRTY (30) DAYS AFTER THE DATE ON WHICH THE MONITOR SENDS A NOTICE OF SCHEDULED EMPLOYEE CLAIM OR A REVISED NOTICE OF SCHEDULED EMPLOYEE CLAIM; OR,**

- **(II) THE CLAIMS BAR DATE (5:00 P.M. (MONTREAL TIME) ON NOVEMBER 20, 2020).**

("NOTICE OF DISPUTE BAR DATE").

DELIVER TO THE MONITOR AND THE ATTORNEYS OF THE DEBTORS A NOTICE OF DISPUTE (SEE COPY ATTACHED) IN ACCORDANCE WITH THE CLAIMS PROCESS ORDER, BY E-MAIL (RECOMMENDED METHOD), MAIL, OR FAX AT THE FOLLOWING COORDINATES:

Debtors' Counsel:

Lavery, de Billy LLP
1 Place Ville Marie, Suite 4000
Montreal, Quebec, H3B 4M4

Attention:	Me. Jean Legault and Me. Jonathan Warin
Fax:	514.871.8977
E-mail:	jlegault@lavery.ca and jwarin@lavery.ca

The Monitor:

Ernst & Young Inc.
900 de Maisonneuve blvd. West, Suite 2300
Montréal, Québec, H3A 0A8

Attention:	Mario Denis and Matt Budd
Fax:	514.395.4933
E-mail:	monitor.spectra@ca.ey.com

If you do not deliver a Notice of Dispute before the Notice of Dispute Bar Date, the value of your Claim shall be deemed final to be as set out in this Revised Notice of Scheduled Employee's Claim.

DATED at Montréal, this 11th of November 2020.

ERNST & YOUNG INC.
Licensed Insolvency Trustee
In its capacity as the Court appointed monitor
in the matter of the proposed arrangement of Spectra Premium Industries Inc. *et al.*

Per: Mario Denis, CPA, CA, CIRP, LIT
Senior Vice-President

Ernst & Young Inc.
900, boul. De Maisonneuve Ouest
Bureau 2300
Montréal (Québec) H3A 0A8

Tél./Tel: +1 514 875 6060
Téléc./Fax: +1 514 879 2600
ey.com

EXHIBIT R-4

CANADA
PROVINCE DE QUÉBEC

C O U R S U P É R I E U R E
Chambre Commerciale

DISTRICT DE MONTRÉAL
No. : 500-11-058116-209

Tribunal désigné aux termes de la Loi sur les arrangements avec les créanciers des compagnies[1]

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE LES INDUSTRIES SPECTRA PREMIUM INC.[2]

« Débitrices »

AVIS RÉVISÉ CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ
(Révisé le 11 novembre 2020)

À :	SONIA BUJOLD 1720 Rang St-Edouard St-Simon-de-Bagot, QUEBEC J0H 1Y0 Canada		
RÉCLAMATION NO. :	E-292	EMPLOYÉ(E) DE :	SPECTRA PREMIUM INDUSTRIES INC.

Les Débitrices estiment que vous avez une Réclamation au montant global indiqué ci-après. Sous réserve de toute contestation de votre part conformément aux dispositions de l'Ordonnance relative au traitement des réclamations, votre Réclamation sera acceptée comme suit :

Réclamation révisée selon les Débitrices au 10 mars 2020	
	(en $CA) **(devise originale)**
Salaires, vacances et autres congés payées :	1,891.99
Préavis/indemnité de fin d'emploi[3]:	5,922.00
Remboursement de dépenses :	0.00
Autres :	0.00
Total	7,813.99
Répartie comme suit :	
Priorité visée par le par. 6(5) LACC :	1,539.72
Réclamation résiduelle :	6,274.27
Total	7,813.99

[1] *Loi sur les arrangements avec les créanciers des compagnies, L.R.C. 1985 c. C-36*, telle qu'amendée.

[2] Les entités visées par l'Ordonnance Initiale sont Les Industries Spectra Premium Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., et Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectivement, « **Spectra** » ou les « **Débitrices** »).

[3] Le préavis/indemnité de fin d'emploi a été déterminé en fonction du contrat d'emploi de l'employé, incluant sa convention collective, le cas échéant, le tout dans la mesure où elle est applicable, OU la législation en cette matière qui s'applique à l'endroit où l'employé travaille, OU pour l'employé mis à pied avant la date du début de la procédure LACC, soit le 10 mars 2020, selon l'arrangement pris avec l'employeur.

Cet Avis révisé concernant la Réclamation d'un Employé Déclaré remplace tout autre Avis concernant la Réclamation d'un Employé ou Avis révisé concernant la Réclamation d'un Employé émis avant la date du présent Avis révisé concernant la Réclamation d'un Employé.

SI VOUS AVEZ L'INTENTION DE CONTESTER LE PRÉSENT AVIS RÉVISÉ CONCERNANT LA RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ, VOUS DEVEZ, AVANT LA PLUS TARDIVE DES DATES SUIVANTES :

- **(I) TRENTE (30) JOURS APRÈS LA DATE À LAQUELLE LE CONTRÔLEUR ENVOIE L'AVIS DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ OU L'AVIS RÉVISÉ DE RÉCLAMATION D'UN EMPLOYÉ DÉCLARÉ; OU,**
- **(II) LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS (À 17H (HEURE DE MONTRÉAL) LE 20 NOVEMBRE 2020).**

(« DATE LIMITE DE DÉPÔT DES CONTESTATIONS »)

FAIRE PARVENIR AU CONTRÔLEUR ET AUX PROCUREURS DES DÉBITRICES UN AVIS DE CONTESTATION (VOIR COPIE CI-JOINTE) CONFORMÉMENT À L'ORDONNANCE RELATIVE AU PROCESSUS DE RÉCLAMATION, PAR COURRIEL (MÉTHODE PRIVILÉGIÉE), LA POSTE, OU TÉLÉCOPIEUR, AUX COORDONNÉES SUIVANTES :

Procureurs des Débitrices :

Lavery, de Billy LLP
1 Place Ville Marie, Bureau 4000
Montréal (Québec) H3B 4M4

Attention : Me. Jean Legault et Me. Jonathan Warin
Télécopieur : 514.871.8977
Courriel : jlegault@lavery.ca et jwarin@lavery.ca

Le Contrôleur :

Ernst & Young Inc.
900 boul. de Maisonneuve Ouest, Bureau 2300
Montréal (Québec) H3A 0A8

Attention : Mario Denis et Matt Budd
Télécopieur : 514.395.4933
Courriel : monitor.spectra@ca.ey.com

Si vous ne faites pas parvenir un Avis de Contestation avant la Date limite de dépôt des Contestations, la valeur de votre Réclamation sera réputée de façon définitive être celle qui est énoncée dans le présent Avis révisé Concernant la Réclamation d'un Employé Déclaré.

FAIT à Montréal, le 11 novembre 2020.

Ernst & Young Inc.
Syndic autorisé en insolvabilité
en sa qualité de Contrôleur nommé par le Tribunal
dans l'affaire de l'arrangement proposé de Les Industries Spectra Premium Inc. *et al*.

Par : Mario Denis, CPA, CA, CIRP, SAI
Senior Vice-President

EY

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

No. : 500-11-058116-209

COURSUPÉRIEURE
Chambre Commerciale
Tribunal désigné aux termes de la Loi sur les arrangements avec les créanciers des compagnies[1]

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE LES INDUSTRIES SPECTRA PREMIUM INC.[2]

« Débitrices »

AVIS DE CONTESTATION

À : Ernst & Young Inc., en sa qualité de Contrôleur nommé par le Tribunal dans l'affaire du plan de compromis ou d'arrangement de Les Industries Spectra Premium Inc. *et Al.*

Le Créancier/Employé identifié ci-dessous qui a reçu un Avis concernant la Réclamation d'un Employé Déclaré, donne par le présent avis que l'évaluation de la Réclamation par les Débitrices est contestée pour les motifs énoncés ci-dessous.

A. IDENTIFICATION ET COORDONNÉES DU CRÉANCIER/EMPLOYÉ

1. Nom légal complet de l'employé : BUJOLD SONIA
2. Adresse de l'employé : 1720 Rg ST-EDOUARD
ST-SIMON-DE-BAGOT, QC
J0H 1Y0
3. Numéro de téléphone de l'employé : 438-838-0921
4. Numéro de facsimile de l'employé : 00010432
5. Courriel de l'employé : jaimelavie1234@hotmail.com

B. AVIS DE CONTESTATION REÇU

L'Employé Déclaré est en désaccord avec la valeur de sa Réclamation telle qu'elle figure dans l'Avis concernant la Réclamation d'un Employé Déclaré, daté du 9 octobre 2020, et déclare plutôt que sa Réclamation est telle qu'elle figure ci-dessous :

8 455,16 $

[1] *Loi sur les arrangements avec les créanciers des compagnies, L.R.C. 1985 c. C-36*, tel qu'amendée.

[2] Les entités visées par l'Ordonnance Initiale sont Les Industries Spectra Premium Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., et Spectra Premium (Chongqing) Automotive Services Co. Ltd., (Collectivement, « Spectra » ou les « Débitrices »).

Réclamation par l'Employé Déclaré au 10 mars 2020	
	$CA
Salaires, vacances et autres congés payées :	2934.16
Préavis/indemnité de fin d'emploi :	5922,00
Remboursements de dépenses :	
Autres : Remboursement assurance	(401,00)
Total	8455.16
Répartie comme suit :	
Priorité visée par le par. 6(5) LACC :	
Réclamation résiduelle :	
Total	

C. MOTIFS DE LA CONTESTATION

(Fournissez toutes les particularités de la Réclamation, les documents soutenant la contestation et le tout calcul nécessaire. Utilisez une annexe si l'espace ci-dessous est insuffisant)

Selon les documents fournis par ~~SPI~~ S-P.I. et la CNESST, le montant des vacances s'élèvent à 2934,16 – 401$ (Remboursement assurance) pour un total de 2533,16$

Concernant le montant du préavis, le montant ~~est~~ correspond au montant fournis par Spectra.

Merci

EY

Je joins les documents fournis par Spectra plus mes deux dernier slip de paye

Fait à Saint Simon de BAGOT le 11 jour de Décembre 2020.

(Signature du témoin)

(Signature du Créancier ou de son représentant)

(Nom en lettres moulées)

(Nom en lettres moulées)

L'Avis de Contestation doit être retourné et reçu par les Débitrices, à l'attention de leurs procureurs, et au Contrôleur par courriel (méthode recommandée), la poste, ou télécopieur, avant la plus tardive des dates suivantes: (i) trente (30) jours après la date à laquelle le Contrôleur envoie l'Avis concernant la Réclamation d'un Employé Déclaré, ou (ii) la Date limite de dépôt des Réclamations (17h (heure de Montréal), le 20 novembre 2020), soit la « Date limite de dépôt des Contestations », aux coordonnées suivantes :

Procureurs des Débitrices :

Lavery, de Billy LLP
1 Place Ville Marie, Bureau 4000
Montréal (Québec) H3B 4M4

Attention : Me. Jean Legault et Me. Jonathan Warin
Télécopieur : 514.871.8977
Courriel : jlegault@lavery.ca et jwarin@lavery.ca

Le Contrôleur :

Ernst & Young Inc.
900 de Maisonneuve boul. Ouest, Bureau 2300 Montréal
(Québec) H3A 0A8

Attention : Mario Denis et Matt Budd

Télécopieur : 514.395.4933
Courriel : monitor.spectra@ca.ey.com

001320-00062

CNESST

OCT 20 2020

Le 7 octobre 2020

EXHIBIT
R-6.1

MONSIEUR SIMON GAGNÉ
LAVERY, DE BILLY S.E.N.C.R.L.
1 PLACE VILLE-MARIE
BUREAU 4000
MONTRÉAL (QUÉBEC) H3B 4M4

Référence : **Dossier n° 620089824 – Normes du travail**

Objet : Expédition de correspondance

Monsieur,

Puisque vous êtes mandaté par LES INDUSTRIES SPECTRA PREMIUM INC., nous vous faisons parvenir, à sa demande, copie de la correspondance qui lui a été expédiée.

Nous vous prions de recevoir, Monsieur, nos salutations distinguées.

Annick Archambault
Responsable du dossier
Tél. : 819 371-6665, poste 2504
Sans frais : 1 800 565-6661

p. j.

CNESST

Le 7 octobre 2020

LES INDUSTRIES SPECTRA PREMIUM INC.
1 PLACE VILLE-MARIE APP: 4000
MONTRÉAL
QUÉBEC, CANADA H3B 4M4

Référence : Dossier n° 620089824 - Normes du travail

Objet : Réclamation de montants dus à un de vos salariés

Madame,
Monsieur,

Nous vous transmettons les documents Sommaire de la réclamation et Détail de la réclamation. Ces documents indiquent ce que vous devez à un de vos salariés, selon l'enquête que nous avons menée. Le montant que doit votre entreprise est précisé au bas du Sommaire de la réclamation.

Nous transférons le dossier à l'un de nos avocats de la Direction générale des affaires juridiques. Les coordonnées de ce bureau sont les suivantes :

Direction générale des affaires juridiques
Commission des normes, de l'équité, de la santé et de la sécurité du travail
500, boulevard René-Lévesque Ouest
25e étage
Montréal (Québec) H2Z 2A5
Tél. : 514 864-1237
Sans frais : 1 888 501-1886

Pour obtenir de l'information sur ce dossier, vous devez maintenant communiquer avec le personnel de ce bureau. Veuillez alors mentionner votre numéro de dossier.

DÉTAIL DE LA RÉCLAMATION (SUITE)

Date : 2020-10-07
Salarié 1 de 1

Numéro de dossier : 620089824
Employeur
LES INDUSTRIES SPECTRA PREMIUM INC.

Nom : PICHETTE, LUC

AVIS

Type	Date infraction	Salaire moyen	Avantage	Commission	Pourboire	Rémunération totale moyenne	Durée avis	Montant requis	Avis reçu	Valeur avis reçu	Montant reçu	Montant réclamé
Cessation d'emploi	2020-05-27	913,33$	0,00$	0,00$	0,00$	913,33$	8	7 306,64$	0,00$		0,00$	7 306,64$

CONGÉ ANNUEL (VACANCES)

------% SUR MONTANT RÉCLAMÉ------

Norme	Période	Montant	Taux	Montant réclamé
Avis	2020-05-01 au 2021-04-30	7 306,64$	6%	438,40$
Total				438,40$

Commentaires :

Inspectrice-enquêteuse : Annick Archambault
ANNICK ARCHAMBAULT
Date : 2020-10-07

CNESST

DÉTAIL DE LA RÉCLAMATION

Date : 2020-10-07

Salarié 1 de 1

Numéro de dossier : 620089824

EMPLOYEUR	
Matricule :	1164166655
Nom(s) :	LES INDUSTRIES SPECTRA PREMIUM INC.

SALARIÉ OU SALARIÉE	
Nom :	PICHETTE, LUC
Fonction :	AGENT SÉCURITÉ
Date d'entrée en fonction :	2004-06-07
Date de fin d'emploi :	2020-05-27
Date de mise à pied :	
Période de référence :	05-01

SOMMAIRE

NORMES DU TRAVAIL EN INFRACTION	MONTANT RÉCLAMÉ	MONTANT PAYÉ	MONTANT REÇU PPS	MONTANT RETENU	SOLDE
Avis	7 306,64$				7 306,64$
Congé annuel (vacances)	438,40$				438,40$
TOTAL	7 745,04$				7 745,04$
SOLDE DÛ					7 745,04$

CNESST

Le 7 octobre 2020

LES INDUSTRIES SPECTRA PREMIUM INC.
1 PLACE VILLE-MARIE APP: 4000
MONTRÉAL
QUÉBEC, CANADA H3B 4M4

Référence : Dossier n° 620089824 - Normes du travail

Objet : Sommaire de la réclamation

SALARIÉ	MONTANT RÉCLAMÉ	MONTANT PAYÉ	MONTANT REÇU PPS	SOLDE
LUC PICHETTE	7 745,04 $	0,00 $	0,00 $	7 745,04 $
TOTAL	7 745,04 $	0,00 $	0,00 $	7 745,04 $

Le montant réclamé est de 7 745,04 $.

Commission des normes, de l'équité, de la santé et de la sécurité du travail
cnesst.gouv.qc.ca

Bureau du Centre-du-Québec
et de la Mauricie
1055, boulevard des Forges, bureau 200
Trois-Rivières (Québec) G8Z 4J9

Téléphone : 819 371-6665
Sans frais : 1 800 565-6661
Télécopieur : 819 371-6963
Sans frais : 1 866 342-8161

Prenez note que des frais pourraient s'ajouter si des procédures judiciaires devaient être intentées, soit des intérêts et un montant additionnel réclamé conformément à l'article 114 de la Loi sur les normes du travail, ainsi que les frais de justice relatifs à une telle poursuite.

Nous vous prions de recevoir, Madame, Monsieur, nos salutations distinguées.

Annick Archambault

Annick Archambault
Responsable du dossier
Tél. : 819 371-6665, poste 2504
Sans frais : 1 800 565-6661

p. j. Sommaire de la réclamation
Détail de la réclamation
c. c. Monsieur SIMON GAGNÉ

CNESST

☐ Plainte pour pratique interdite

☑ Plainte pour un congédiement sans cause juste et suffisante

☐ Plainte pour harcèlement psychologique

☐ Plainte pour disparité de traitement

À L'USAGE DE LA COMMISSION

Réception
☐ Poste ☐ Direction régionale ☑ Autre
☐ En ligne – N° de confirmation ____________

Date de dépôt de la plainte
2020-06-08

Reçu à
LONGUEUIL

Traité par
PASCAL FORTIER

A- SALARIÉE - SALARIÉ

Nom PICHETTE
Prénom LUC
☐ Mme ☑ M

Numéro d'assurance sociale : *** *** 622
Date de naissance : 18 janvier 1958
Langue ☑ Français ☐ Anglais ☐ Autre ____

Adresse 1350, RUE BERNIER APP. 101, SAINT-JEAN-SUR-RICHELIEU (QUÉBEC) J2W 3E1

Téléphone Domicile ____________
Téléphone additionnel 514 823-4329 (cellulaire)

B- EMPLOYEUR

Nom de l'entreprise LES INDUSTRIES SPECTRA PREMIUM INC.
Nom de l'établissement : ____________
Nom de la personne à contacter : PASCAL GREEN
Adresse 1 PLACE VILLE-MARIE APP: 4000, MONTRÉAL, QUÉBEC, CANADA H3B 4M4
Téléphone ____________ Télécopieur ____________

ET/OU

Nom de l'entreprise ____________
Adresse ____________
Téléphone ____________ Télécopieur ____________

C- RENSEIGNEMENTS SUR L'EMPLOI DE LA SALARIÉE OU DU SALARIÉ

Date de début d'emploi : 2004-06-07
Date du congédiement : 2020-05-27
Date du dernier jour travaillé : 2020-03-20
Date de la dernière manifestation de harcèlement : ____________
Date de la connaissance de la distinction par le salarié : ____________
Êtes-vous toujours à l'emploi ? NON
Date de fin d'emploi : 2020-05-27

Êtes-vous ou étiez-vous régi(e) par une convention collective (syndicat) ou un décret ? ☐ Oui ☑ Non

Si oui, de quel syndicat ou comité paritaire s'agit-il ? ____________

À L'USAGE DE LA COMMISSION

☐ Plainte pour pratique interdite — N° du dossier ____________
☑ Plainte pour un congédiement fait sans cause juste et suffisante (DS0702443) — N° du dossier 620089824
☐ Plainte pour harcèlement psychologique — N° du dossier ____________
☐ Plainte pour disparité de traitement — N° du dossier ____________

E- DÉCLARATION – Plainte pour un congédiement sans cause juste et suffisante

EMPLOYEUR : LES INDUSTRIES SPECTRA PREMIUM INC.
SALARIÈ : LUC PICHETTE

Je déclare :

que j'ai été au service de l'entreprise mentionnée précédemment, de façon continue depuis le 2004-06-07;
Date de début d'emploi

que j'ai été congédiée ou congédié par cet employeur le 2020-05-27 sans cause juste et suffisante;
Date du congédiement

qu'en vertu de l'article 124 de la Loi sur les normes du travail, je porte ma plainte à la Commission des normes, de l'équité, de la santé et de la sécurité du travail en vue de bénéficier de tous les droits conférés par la loi.

Date	Signature de la salariée ou du salarié	Estampille de la date de réception
2020-06-08		

Re: Plainte au norme du travail
luc pichette A pascal.fortier@cnesst.gouv.qc.ca 2020-06-08 14:07

De : "luc pichette" <lucpichette@hotmail.com>
A : "pascal.fortier@cnesst.gouv.qc.ca" <pascal.fortier@cnesst.gouv.qc.ca>

Envoyé depuis mon téléphone intelligent Samsung Galaxy.

-------- Message d'origine --------
De : luc pichette <lucpichette@hotmail.com>
Date : 20-06-08 09 h 46 (GMT-05:00)
À : pascal.fortier@cnesst.gouv.qc.ca
Objet : Plainte au norme du travail

Je,Luc Pichette

Porte une plainte en vertu de l'article 124 de la loi sur les normes du travail contre mon employeur les industries Spectra Premium Inc. à fin de bénéficier de tous les droits conféré par la loi.

Luc Pichette 08 juin 2020

Envoyé depuis mon téléphone intelligent Samsung Galaxy.

CNESST

EXHIBIT
R-6.2

Le 13 novembre 2020

LES INDUSTRIES SPECTRA PREMIUM INC.
1 PLACE VILLE-MARIE APP: 4000
MONTRÉAL
QUÉBEC, CANADA H3B 4M4

Référence : Dossier n° 620090294 - Normes du travail

Objet : Réclamation de montants dus à un de vos salariés

Madame,
Monsieur,

Nous vous transmettons les documents Sommaire de la réclamation et Détail de la réclamation. Ces documents indiquent ce que vous devez à un de vos salariés, selon l'enquête que nous avons menée. Le montant que doit votre entreprise est précisé au bas du Sommaire de la réclamation.

Nous transférons le dossier à l'un de nos avocats de la Direction générale des affaires juridiques. Les coordonnées de ce bureau sont les suivantes :

Direction générale des affaires juridiques
Commission des normes, de l'équité, de la santé et de la sécurité du travail
500, boulevard René-Lévesque Ouest
25e étage
Montréal (Québec) H2Z 2A5
Tél. : 514 864-1237
Sans frais : 1 888 501-1886

Pour obtenir de l'information sur ce dossier, vous devez maintenant communiquer avec le personnel de ce bureau. Veuillez alors mentionner votre numéro de dossier.

Prenez note que des frais pourraient s'ajouter si des procédures judiciaires devaient être intentées, soit des intérêts et un montant additionnel réclamé conformément à l'article 114 de la Loi sur les normes du travail, ainsi que les frais de justice relatifs à une telle poursuite.

Nous vous prions de recevoir, Madame, Monsieur, nos salutations distinguées.

Caroline Aubin

Caroline Aubin
Responsable du dossier
Tél. : 450 569-3207, poste 6014
Sans frais : 1 888 238-6461

p. j. Sommaire de la réclamation
Détail de la réclamation

CNESST

Le 13 novembre 2020

LES INDUSTRIES SPECTRA PREMIUM INC.
1 PLACE VILLE-MARIE APP: 4000
MONTRÉAL
QUÉBEC, CANADA H3B 4M4

Référence : Dossier n° 620090294 - Normes du travail

Objet : Sommaire de la réclamation

SALARIÉE	MONTANT RÉCLAMÉ	MONTANT PAYÉ	MONTANT REÇU PPS	SOLDE
SONIA BUJOLD	8 856,16 $	0,00 $	0,00 $	8 856,16 $
TOTAL	8 856,16 $	0,00 $	0,00 $	8 856,16 $

Le montant réclamé est de 8 856,16 $.

Commission des normes, de l'équité,
de la santé et de la sécurité du travail
cnesst.gouv.qc.ca

Bureau des Laurentides
275, rue Latour, 3e étage
Saint-Jérôme (Québec) J7Z 0J7

Téléphone : 450 569-3207
Sans frais : 1 888 238-6461
Télécopieur : 450 569-3206
Sans frais : 1 866 342-8159

48-210 (19-10)

CNESST

DÉTAIL DE LA RÉCLAMATION

Date : 2020-10-27

Salarié 1 de 1

Numéro de dossier : 620090294

EMPLOYEUR	
Matricule :	1164166655
Nom(s) :	LES INDUSTRIES SPECTRA PREMIUM INC.

SALARIÉ OU SALARIÉE	
Nom :	BUJOLD, SONIA
Fonction :	AGENTE RGA
Date d'entrée en fonction :	2000-05-29
Date de fin d'emploi :	2020-05-27
Date de mise à pied :	
Période de référence :	05-01

SOMMAIRE

NORMES DU TRAVAIL EN INFRACTION	MONTANT RÉCLAMÉ	MONTANT PAYÉ	MONTANT REÇU PPS	MONTANT RETENU	SOLDE
Avis	5 922,00$				5 922,00$
Congé annuel (vacances)	2 934,16$				2 934,16$
TOTAL	8 856,16$				8 856,16$
SOLDE DÛ					**8 856,16$**

DÉTAIL DE LA RÉCLAMATION (SUITE)

Date : 2020-10-27

Salarié 1 de 1

Numéro de dossier : 620090294

Employeur

LES INDUSTRIES SPECTRA PREMIUM INC.

Nom : BUJOLD, SONIA

AVIS

Type	Date infraction	Salaire moyen	Avantage	Commission	Pourboire	Rémunération totale moyenne	Durée avis	Montant requis	Avis reçu	Valeur avis reçu	Montant reçu	Montant réclamé
Cessation d'emploi	2020-09-01	740,25$	0,00$	0,00$	0,00$	740,25$	8	5 922,00$				5 922,00$

Commentaires : Selon les bulletins de paie de l'employeur

CONGÉ ANNUEL (VACANCES)

Période Du	Au	Salaire	Avantage	Pourboire	Nbre sem. trav.	Nbre sem. période	Nbre sem. non éligibles	Taux vac.	Nbre sem. vacances	Montant requis	Montant reçu	Date montant reçu	Montant réclamé
2019-05-01	2020-04-30	51 929,97$						6%		3 115,80$	682,93$	2020-06-06	2 432,87$
Total										3 115,80$	682,93$		2 432,87$

Commentaires : Période du 2019-05-01 au 2020-04-30 : Selon les calculs fournis de l'employeur

CONGÉ ANNUEL (VACANCES)

------% SUR MONTANT RÉCLAMÉ------

Norme	Période	Montant	Taux	Montant réclamé
Avis				
Congé annuel (vacances)	2020-05-01 au 2021-04-30	5 922,00$	6%	355,32$
	2019-05-01 au 2020-04-30	2 432,87$	6%	145,97$

DÉTAIL DE LA RÉCLAMATION (SUITE)

Date : 2020-10-27

Salarié 1 de 1

Numéro de dossier : 620090294

Employeur

LES INDUSTRIES SPECTRA PREMIUM INC.

Nom : BUJOLD, SONIA

CONGÉ ANNUEL (VACANCES)

------% SUR MONTANT RÉCLAMÉ------

Norme	Période	Montant	Taux	Montant réclamé
Total				501,29$

Commentaires :

Grand total 2 934,16$

Inspectrice-enquêteuse : Carolie aul Date : 20-11-13

CAROLINE AUBIN

CNESST

☐ Plainte pour pratique interdite

☑ Plainte pour un congédiement sans cause juste et suffisante

☐ Plainte pour harcèlement psychologique

☐ Plainte pour disparité de traitement

À L'USAGE DE LA COMMISSION

Réception

☐ Poste ☐ Direction régionale ☑ Autre

☐ En ligne – N° de confirmation ______

Date de dépôt de la plainte
2020-07-17

Reçu à
LONGUEUIL

Traité par
ISABELLE MÉNARD

A- SALARIÉE - SALARIÉ

Nom BUJOLD
Prénom SONIA ☑ Mme ☐ M

Numéro d'assurance sociale : *** *** 863

Date de naissance : 23 août 1971

Langue ☑ Français ☐ Anglais ☐ Autre ______

Adresse 1720 RANG ST-EDOUARD, SAINT-SIMON-DE-BAGOT (QUÉBEC) J0H 1Y0

Téléphone Domicile ______

Téléphone additionnel 438 838-0921 (cellulaire)

B- EMPLOYEUR

Nom de l'entreprise LES INDUSTRIES SPECTRA PREMIUM INC.

Nom de l'établissement : ______

Nom de la personne à contacter : PASCAL GREEN

Adresse 1 PLACE VILLE-MARIE APP: 4000, MONTRÉAL, QUÉBEC, CANADA H3B 4M4

Téléphone 450 641-3090 Télécopieur ______

ET/OU

Nom de l'entreprise ______

Adresse ______

Téléphone ______ Télécopieur ______

C- RENSEIGNEMENTS SUR L'EMPLOI DE LA SALARIÉ OU DU SALARIÉ

Date de début d'emploi : 2000-05-29

Date du congédiement : 2020-05-27

Date du dernier jour travaillé : 2020-03-24

Date de la dernière manifestation de harcèlement : ______

Date de la connaissance de la distinction par la salariée ______

Êtes-vous toujours à l'emploi ? NON

Date de fin d'emploi 2020-05-27

Êtes-vous ou étiez-vous régi(e) par une convention collective (syndicat) ou un décret ? ☐ Oui ☑ Non

Si oui, de quel syndicat ou comité paritaire s'agit-t-il ? ______

À L'USAGE DE LA COMMISSION

☐ Plainte pour pratique interdite — N° du dossier ______

☑ Plainte pour un congédiement fait sans cause juste et suffisante (DS0702200) — N° du dossier 620090294

☐ Plainte pour harcèlement psychologique — N° du dossier ______

☐ Plainte pour disparité de traitement — N° du dossier ______

E- DÉCLARATION – Plainte pour un congédiement sans cause juste et suffisante

EMPLOYEUR : LES INDUSTRIES SPECTRA PREMIUM INC
SALARIÈ : SONIA BUJOLD

Je déclare :

que j'ai été au service de l'entreprise mentionnée précédemment, de façon continue depuis le 2000-05-29;
Date de début d'emploi

que j'ai été congédiée ou congédié par cet employeur le 2020-05-27 sans cause juste et suffisante;
Date du congédiement

qu'en vertu de l'article 124 de la Loi sur les normes du travail, je porte ma plainte à la Commission des normes, de l'équité, de la santé et de la sécurité du travail en vue de bénéficier de tous les droits conférés par la loi.

Date	Signature de la salariée ou du salarié	Estampille de la date de réception
8 juillet 2020	Sonia Bujold	

CNESST

☑ Plainte pour pratique interdite

☑ Plainte pour un congédiement sans cause juste et suffisante

☐ Plainte pour harcèlement psychologique

☐ Plainte pour disparité de traitement

À L'USAGE DE LA COMMISSION

Réception

☐ Poste ☐ Direction régionale ☑ Autre

☐ En ligne – N° de confirmation

EXHIBIT R-6.3

Date de dépôt de la plainte: 2020-07-03

Reçu à: LONGUEUIL

Traité par: ISABELLE MÉNARD

A- SALARIÉE - SALARIÉ

Nom: BRULOTTE

Prénom: FRANÇOIS

☐ Mme ☑ M

Numéro d'assurance sociale : *** *** 290

Date de naissance : 2 juin 1961

Langue ☑ Français ☐ Anglais ☐ Autre

Adresse: 606, RUE DUVERNAY, LONGUEUIL (QUÉBEC) J4K 4K8

Téléphone Domicile: 450 651-0010

Téléphone additionnel: 514 730-6625 (cellulaire)

B- EMPLOYEUR

Nom de l'entreprise: LES INDUSTRIES SPECTRA PREMIUM INC.

Nom de l'établissement :

Nom de la personne à contacter : PASCAL GREEN

Adresse: 1 PLACE VILLE-MARIE APP: 4000, MONTRÉAL, QUÉBEC, CANADA H3B 4M4

Téléphone: 450 641-3090

Télécopieur

ET/OU

Nom de l'entreprise

Adresse

Téléphone

Télécopieur

C- RENSEIGNEMENTS SUR L'EMPLOI DE LA SALARIÉ OU DU SALARIÉ

Date de début d'emploi : 1999-02-08

Date du congédiement : 2020-05-27

Date du dernier jour travaillé : 2020-03-24

Date de la dernière manifestation de harcèlement

Date de la connaissance de la distinction par le salarié

Êtes-vous toujours à l'emploi ? NON

Date de fin d'emploi : 2020-05-27

Êtes-vous ou étiez-vous régi(e) par une convention collective (syndicat) ou un décret ? ☐ Oui ☑ Non

Si oui, de quel syndicat ou comité paritaire s'agit-t-il ?

À L'USAGE DE LA COMMISSION

☑ Plainte pour pratique interdite (DS0702368) — N° du dossier 620090293

☑ Plainte pour un congédiement fait sans cause juste et suffisante (DS0702368) — N° du dossier 620090293

☐ Plainte pour harcèlement psychologique — N° du dossier

☐ Plainte pour disparité de traitement — N° du dossier

D. DÉCLARATION – Plainte pour pratique interdite

EMPLOYEUR : LES INDUSTRIES SPECTRA PREMIUM INC
SALARIÉ : FRANÇOIS BRULOTTE

Je déclare que j'ai été victime

☑ 1. d'un congédiement le 2020-05-27 ☐ 2. d'une suspension le ____________
☐ 3. d'un déplacement le ____________ ☐ 4. d'une mise à la retraite le ____________
☐ 5. d'une mesure discriminatoire, représailles ou autre sanction le ____________

pour le motif invoqué ci-dessous *(Veuillez cocher le motif qui, selon vous, correspond le mieux à votre déclaration)*

EN VERTU DE L'ARTICLE 122 *(La plainte doit être déposée dans les 45 jours de la date de la mesure ou de la sanction)*

☑ 1. J'ai exercé un droit résultant de la Loi sur les normes du travail ou d'un règlement s'y rapportant ou de la Loi sur la fête nationale

- ☐ A. RETOUR DE CONGÉ DE MATERNITÉ ☐ B. RETOUR DE CONGÉ PARENTAL ☐ C. RETOUR D'UN CONGÉ DE PATERNITÉ
- ☐ D. AUTRES CONGÉS OU ABSENCES POUR RAISONS FAMILIALES
  - ☐ ENFANT MINEUR BLESSÉ À LA SUITE D'UN ACTE CRIMINEL
  - ☐ DISPARITION DE SON ENFANT MINEUR
  - ☐ SUICIDE DE SON CONJOINT OU DE SON ENFANT
  - ☐ DÉCÈS DE SON CONJOINT OU DE SON ENFANT EN RAISON D'UN ACTE CRIMINEL
- ☑ E. ABSENCE POUR MALADIE, ACCIDENT, PRÉJUDICE CORPOREL, VIOLENCE CONJUGALE OU VIOLENCE À CARACTÈRE SEXUEL (ARTICLE 79.1 ET SUIVANTS)
  - ☐ VICTIME D'UN ACTE CRIMINEL
- ☐ F. DEMANDE DE SOMMES DUES
- ☐ G. ENTENTE D'ÉTALEMENT DES HEURES
- ☐ H. REFUS DE TRAVAILLER POUR NE PAS AVOIR ÉTÉ INFORMÉ CINQ (5) JOURS À L'AVANCE
- ☐ I. AUTRES DROITS

☐ 1.1 En raison d'une enquête effectuée par la Commission dans un établissement de cet employeur

☐ 2. J'ai fourni des renseignements à la Commission ou à l'une de ses représentantes ou à l'un de ses représentants sur l'application des normes du travail ou j'ai témoigné dans une poursuite s'y rapportant

☐ 3. Une saisie-arrêt a été pratiquée à mon égard ou peut l'être

☐ 3.1 Je suis une débitrice ou un débiteur alimentaire assujetti à la Loi facilitant le paiement des pensions alimentaires

☐ 4. Je suis enceinte

☐ 5. Mon employeur a tenté d'éluder l'application de la Loi sur les normes du travail ou d'un règlement s'y rapportant ou de la Loi sur la fête nationale

☐ 6. J'ai refusé de travailler au-delà de mes heures habituelles de travail parce que ma présence était nécessaire pour remplir des obligations familiales ou parentales

☐ 7. J'ai dénoncé un acte répréhensible au sens de la Loi concernant la lutte contre la corruption, un manquement à une loi visée à l'article 7 de la Loi sur l'encadrement du secteur financier, ou j'ai collaboré à une vérification ou à une enquête portant sur un tel acte ou un tel manquement

☐ 8. J'ai exercé un droit en vertu de la Loi sur les régimes volontaires d'épargne-retraite

☐ 9. Mon employeur a tenté d'éluder l'application de la Loi sur les régimes volontaires d'épargne-retraite

☐ 10. J'ai communiqué avec l'inspecteur général de la Ville de Montréal ou j'ai collaboré à une inspection menée par ce dernier

☐ 11. J'ai exercé un droit en vertu de la Loi électorale

☐ 12. J'ai divulgué un acte répréhensible au sens de la Loi facilitant la divulgation d'actes répréhensibles à l'égard des organismes publics ou au sens du chapitre VII.2 de la Loi sur les services de garde éducatifs à l'enfance ou j'ai collaboré à une vérification ou à une enquête portant sur un tel acte

☐ 13. J'ai fait un signalement ou j'ai collaboré à l'examen d'un signalement ou d'une plainte en application des dispositions de la Loi visant à lutter contre la maltraitance envers les aînés et toute autre personne majeure en situation de vulnérabilité

☐ 14. J'ai transmis au syndic d'un ordre professionnel une information selon laquelle un professionnel a commis une infraction visée à l'article 116 du Code des professions

☐ 15. J'ai communiqué un renseignement en vertu de l'article 56 de la Loi sur l'Autorité des marchés publics (chapitre A-33.2.1) ou j'ai collaboré à une vérification ou à une enquête menée en raison d'une telle communication

☐ 16. J'ai communiqué un renseignement en vertu de l'article 20 de la Loi sur l'éthique et la déontologie en matière municipale (chapitre E-15.1.0.1) ou j'ai collaboré à une recherche de renseignements ou à une enquête menée par la Commission municipale du Québec en application de la section I du chapitre III de cette loi

☐ 17. J'ai communiqué à la Commission de la construction du Québec un renseignement visé à l'article 123.6 de la Loi sur les relations du travail, la formation professionnelle et la gestion de la main-d'œuvre dans l'industrie de la construction (chapitre R-20) ou j'ai collaboré à une enquête, à une vérification ou à un contrôle mené en raison d'une telle communication

☐ 18. J'ai communiqué à la Régie du bâtiment du Québec un renseignement en vertu de l'article 129.2.1 de la Loi sur le bâtiment (chapitre B-1.1) ou j'ai collaboré à une enquête, à une vérification ou à un contrôle mené en raison d'une telle communication

EN VERTU DE L'ARTICLE 122,1 *(La plainte doit être déposée dans les 90 jours de la date de la mesure ou de la sanction)*

☐ 19. J'ai atteint ou dépassé l'âge de la retraite

☐ 20. J'ai atteint ou dépassé le nombre d'années de service à compter duquel je serais mise ou mis à la retraite

ET QU'EN VERTU des articles 123 ET 123.1 de la Loi sur les normes du travail, je porte ma plainte à la Commission des normes, de l'équité, de la santé et de la sécurité du travail en vue de bénéficier de tous les droits conférés par la loi.

Date	Signature de la salariée ou du salarié	Estampille de la date de réception
2020-06-15	[signature]	

E- DÉCLARATION – Plainte pour un congédiement sans cause juste et suffisante

EMPLOYEUR : LES INDUSTRIES SPECTRA PREMIUM INC
SALARIÉ : FRANÇOIS BRULOTTE

Je déclare :

que j'ai été au service de l'entreprise mentionnée précédemment, de façon continue depuis le 1999-02-08;
Date de début d'emploi

que j'ai été congédiée ou congédié par cet employeur le 2020-05-27 sans cause juste et suffisante;
Date du congédiement

qu'en vertu de l'article 124 de la Loi sur les normes du travail, je porte ma plainte à la Commission des normes, de l'équité, de la santé et de la sécurité du travail en vue de bénéficier de tous les droits conférés par la loi.

Date	Signature de la salariée ou du salarié	Estampille de la date de réception
2020-06-18		