

COURT FILE NUMBER

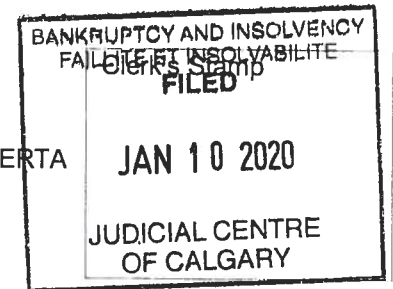
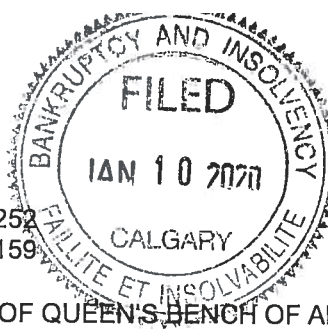
25-2581252  
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COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY



I hereby certify this to be a true copy of the  
original copy  
of which it purports to be a copy.

IN THE MATTER OF THE BANKRUPTCY  
AND INSOLVENCY ACT, R.S.C. 1985, c. B-  
3, AS AMENDED

IN THE MATTER OF THE NOTICE OF  
INTENTION TO MAKE A PROPOSAL OF  
TRAKOPOLIS IoT CORP.

IN THE MATTER OF THE NOTICE OF  
INTENTION TO MAKE A PROPOSAL OF  
TRAKOPOLIS SaaS CORP.

Dated this 10 day of Jan 2020  
J. K. Kowal  
Registrar at Calgary  
Bankruptcy Division of the  
Court of Queen's Bench of Alberta

APPLICANTS

TRAKOPOLIS IoT CORP. and  
TRAKOPOLIS SaaS CORP.

DOCUMENT

**ASSIGNMENT OF CONTRACTS ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF PARTY  
FILING THIS DOCUMENT

Osler, Hoskin & Harcourt LLP  
Suite 2500, TransCanada Tower  
450 – 1st Street SW  
Calgary, Alberta T2P 5H1

Solicitors: Randal Van de Mosselaer / Emily Paplawski  
Phone: 403.260.7060 / 7071  
Fax: 403.260.7024  
Email: RVandemosselaer@osler.com / Epaplawski@osler.com  
Matter: 1205888

DATE ON WHICH ORDER WAS PRONOUNCED: January 9, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Mr. Justice A. D. Macleod

**UPON THE APPLICATION** by Trakopolis IoT Corp. and Trakopolis SaaS Corp.  
(collectively the “**Vendor**”) for an order approving the sale transaction (the “**Transaction**”)  
contemplated by an asset purchase agreement (the “**APA**”) between the Vendor and 1234600  
B.C. Ltd. (the “**Purchaser**”) dated December 20, 2019 and appended to the Confidential  
Affidavit of Chris Burchell sworn in the within proceedings on December 31, 2019 (the “**Sale**”

**Approval Affidavit**") and as amended by an Amending Agreement dated January 8, 2020 and appended to the Supplemental Confidential Affidavit of Chris Burchell sworn in the within proceedings on January 9, 2020 (the "**Amending Agreement Affidavit**"), and vesting in the Purchaser (or its nominee) the Vendor's right, title and interest in and to the Purchased Assets (as such term is defined in the APA);

**AND UPON HAVING READ** the pleadings and proceedings herein, the Sale Approval Affidavit, the Amending Agreement Affidavit, the Affidavits of Chris Burchell sworn in the within proceedings on November 25, 2019, December 13, 2019, and December 31, 2019, and the Reports of Alvarez & Marsal Canada Inc. in its capacity as Proposal Trustee (the "**Proposal Trustee**") of the Vendor; **AND UPON HEARING** the submissions of counsel for the Vendor, the Purchaser, the Proposal Trustee, ESW Holdings, Inc., and no one appearing for any other person on the service list and confidential service list, although properly served as appears from the Affidavit of Service and Confidential Affidavit of Service, filed;

#### **IT IS HEREBY ORDERED AND DECLARED THAT:**

##### **SERVICE AND DEFINED TERMS**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.
2. Any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Sale Approval and Vesting Order granted in these proceedings on January 9, 2020 (the "**Approval and Vesting Order**"), or in the APA, as applicable.

##### **APPROVAL OF ASSIGNMENT OF CONTRACTS**

3. Immediately upon the delivery of the Proposal Trustee's Closing Certificate substantially in the form attached as Schedule A to the Approval and Vesting Order (the "**Proposal Trustee's Closing Certificate**"), all of the rights and obligations of the Vendor under all Consent Required Contracts (as listed at Exhibit B to the Amending Agreement Affidavit), shall be assigned, conveyed and transferred to the Purchaser pursuant to section 84.1 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").

4. The Vendor's right, title and interest in and to the Consent Required Contracts shall vest absolutely in the Purchaser free and clear of all Encumbrances other than Permitted Encumbrances in accordance with the provisions of the Approval and Vesting Order or this Order, as applicable.
5. The assignment of the Consent Required Contracts is valid and binding upon all of the counterparties to the Consent Required Contracts, without any further documentation, notwithstanding any restriction, condition or prohibition, if any, contained in any such Consent Required Contract relating to the assignment thereof, including, but not limited to, provisions (if any) requiring the consent of any party to the transfer, conveyance or assignment of the Consent Required Contracts.
6. No counterparty to any Consent Required Contract shall terminate a Consent Required Contract as against the Purchaser as a result of the Vendor's insolvency or the Vendor's within BIA proceedings. In addition, no counterparty shall terminate a Consent Required Contract as against the Purchaser as a result of the Vendor having breached a non-monetary obligation unless such non-monetary breach arises or continues after the Consent Required Contract is assigned to the Purchaser, such non-monetary default is capable of being cured by the Purchaser and the Purchaser has failed to remedy the default after having received notice of such default pursuant to the terms of the applicable Consent Required Contract. For clarification purposes, no counterparty shall rely on a notice of default sent to the Vendor to terminate the Consent Required Contract as against the Purchaser.
7. All monetary defaults in relation to any of the Consent Required Contracts, if applicable, other than those arising by reason only of the Vendor's insolvency, the commencement of these BIA proceedings or failure to perform a non-monetary obligation under any Consent Required Contract, incurred or accrued on or before the Closing Date, shall be paid by the Proposal Trustee, at the direction of the Vendor, no later than three (3) Business Days following the delivery of the Proposal Trustee's Closing Certificate.
8. Notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Purchaser to assume the Assumed Liabilities and to perform its obligations under the Consent Required Contracts, as set out in the APA.

9. The Proposal Trustee is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Vendor in the assignment and transfer of the Consent Required Contracts.
10. The Proposal Trustee, Vendor, Purchaser (or its nominee) and any counterparty to any Consent Required Contract being assigned, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order including without limitation, as necessary, to effect the assignment of the Consent Required Contracts, the interpretation of this Order or the implementation thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.
11. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the BIA, in respect of the Vendor, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Vendor; and
  - (d) the provisions of any federal or provincial statute:

the assignment of the Consent Required Contracts in and to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Vendor, Purchaser and/or Proposal Trustee and its agents in carrying out the terms of

this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, and the Vendor and Purchaser as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee, Vendor and Purchaser and their respective agents in carrying out the terms of this Order.

13. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list and confidential service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Proposal Trustee's website at:

<https://www.alvarezandmarsal.com/trakopolis>

and service on any other person is hereby dispensed with.

14. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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Justice of the Court of Queen's Bench of Alberta