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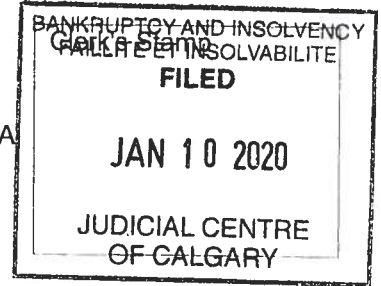
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COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY



I hereby certify this to be a true copy of the  
original order  
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

Dated this 10 day of Jan 2020  
[Signature]  
Registrar at Calgary  
Bankruptcy Division of the  
Court of Queen's Bench of Alberta

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.

APPLICANTS

TRAKOPOLIS IoT CORP. and  
TRAKOPOLIS SaaS CORP.

DOCUMENT

**SALE APPROVAL AND VESTING 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 "**Sale Agreement**") 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 (the "**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 Vendors' right, title and interest in and to the Purchased Assets (as such term is defined in the Sale Agreement). (The Sale Agreement as amended by the Amending Agreement shall be referred to in this Order collectively as the "**Amended Sale Agreement**");

**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 First, Second and Third 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, and ESW Holdings, Inc., and no one appearing for any other person on the service list or 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**

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.

##### **APPROVAL OF TRANSACTION**

2. The Transaction is hereby approved and execution of the Amended Sale Agreement by the Vendor is hereby authorized and approved, with such minor amendments as the Vendor and the Purchaser may agree to in writing (with the consent of the Proposal Trustee). The Vendor and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction, the performance of the Vendor's obligations in connection therewith, and conveyance of the Purchased Assets to the Purchaser (or its nominee).

## VESTING OF PROPERTY

3. Upon delivery of a Proposal Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Proposal Trustee's Closing Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Orders granted by the Honourable Justice A.D. Macleod in these proceedings, dated December 6 and 16, 2019, and any other charges hereafter granted by this Court in the within proceedings;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system, including those listed in **Schedule "B"** hereto;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) any notice of security interest registered at the Canadian Intellectual Property Office,

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** hereto (collectively, "**Permitted Encumbrances**")), and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets, but in respect of the Vendor's assets which are not Purchased Assets, the security interests of ESW Holdings Inc. described in schedule "B" hereto shall remain in full force and effect.

4. Upon delivery of the Proposal Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept

delivery of such Proposal Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Amended Sale Agreement. Presentment of this Order and the Proposal Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Proposal Trustee) shall stand in the place and stead of the Purchased Assets from and after delivery of the Proposal Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
7. Except as expressly provided for in the Amended Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by

completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendor.

8. Upon completion of the Transaction, the Vendor and all persons who claim by, through or under the Vendor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
9. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Vendor, or any person claiming by, through or against the Vendor.
10. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Vendor.
11. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Vendor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Vendor was entitled.

## MISCELLANEOUS MATTERS

13. 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (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 vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy ("**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. Any such Trustee in Bankruptcy shall be authorized to take any and all steps available to, or to be undertaken by, the Vendor under the Amended Sale Agreement.

14. The Proposal Trustee, Vendor, Purchaser (or its nominee) and any other interested party, 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 and to assist and aid the parties in closing the Transaction.
15. 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.

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

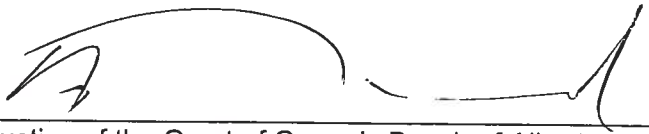
(a) Serving the same on:

- (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.

17. 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.

  
Justice of the Court of Queen's Bench of Alberta



**Schedule "A"**

**Form of Proposal Trustee's Certificate**

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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.

Clerk's Stamp

DOCUMENT

**PROPOSAL TRUSTEE'S CERTIFICATE**

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

**RECITALS**

- A. Pursuant to Notices of Intention (collectively, "**NOI**") to Make a Proposal ("**Proposal**") pursuant to section 50.4(9) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 as amended ("**BIA**") filed by Trakopolis IoT Corp. and Trakopolis SaaS Corp. (collectively, the "**Vendor**") on November 7 and 9, 2019, respectively, and Alvarez & Marsal Canada Inc. having consented to act as trustee for the Proposal ("**Proposal Trustee**").



- B. Pursuant to an Order of the Court of Queen's Bench of Alberta (the "**Court**") dated January 9, 2020, the Court approved the agreement of purchase and sale dated December 20, 2019, (the "**Sale Agreement**") between the Vendor and 1234600 B.C. Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) that the conditions to Closing as set out under the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser, and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid the Purchase Price for the Purchased Assets to the Proposal Trustee, and the Proposal Trustee has received the Purchase Price payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Sale Agreement have been satisfied or waived by the Vendor and Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.

This Certificate was delivered by the Proposal Trustee at [Time] on January [•], 2020.

**Alvarez & Marsal Canada Inc., in its capacity  
as Proposal Trustee of Trakopolis IoT Corp.  
and Trakopolis Saas Corp., and not in its  
personal capacity.**

Per; \_\_\_\_\_  
Name:

Title:

## Schedule "B"

### Encumbrances to be Vested Out

#### PERSONAL PROPERTY SECURITY REGISTRATIONS

<b>TRAKOPOLIS IOT CORP</b>	
<b>REGISTRATION 1: ESW HOLDINGS, INC.</b>	
Debtor(s)	TRAKOPOLIS IOT CORP.
Secured Party	ESW HOLDINGS, INC.
Registration No.	18110923254
<b>CAN TELEMATICS</b>	
<b>REGISTRATION 1: ROYNAT INC.</b>	
Debtor(s)	CAN TELEMATICS INC. VERNON MOORE
Secured Party	ROYNAT INC.
Registration No.	12021505052 (registration renewed by registration no. 14091030211)
<b>REGISTRATION 2: ROYNAT INC.</b>	
Debtor(s)	CAN TELEMATICS INC.
Secured Party	ROYNAT INC.
Registration No.	14090916301
<b>REGISTRATION 3: ROYNAT INC.</b>	
Debtor(s)	CAN TELEMATICS INC.
Secured Party	ROYNAT INC.
Registration No.	15050406285
<b>REGISTRATION 4: ROYAL BANK OF CANADA</b>	
Debtor(s)	CAN TELEMATICS INC.
Secured Party	ROYAL BANK OF CANADA
Registration No.	16071436212
<b>REGISTRATION 5: JIM PATTISON INDUSTRIES LTD.</b>	
Debtor(s)	CAN TELEMATICS
Secured Party	JIM PATTISON INDUSTRIES LTD.
Registration No.	16081222466 (secured party amended by registration no. 17061908779)
<b>REGISTRATION 6: JIM PATTISON INDUSTRIES LTD.</b>	
Debtor(s)	CAN TELEMATICS
Secured Party	JIM PATTISON INDUSTRIES LTD.
Registration No.	16082526768 (secured party amended by registration no. 17061912715)
<b>REGISTRATION 7: JIM PATTISON INDUSTRIES LTD.</b>	
Debtor(s)	CAN TELEMATICS INC.
Secured Party	JIM PATTISON INDUSTRIES LTD.
Registration No.	16111529031 (secured party amended by registration no. 17062024423)

<b>REGISTRATION 8: NATIONAL NEON DISPLAYS LTD.</b>			
<b>Debtor(s)</b>	CAN BRENT MOORE	TELEMATICS	INC.
<b>Secured Party</b>	NATIONAL NEON DISPLAYS LTD.		
<b>Registration No.</b>	17010440184		

TRAKOPOLIS SAAS CORP.	
REGISTRATION 1: DELL FINANCIAL SERVICES CANADA LIMITED	
Debtor(s)	TRAKOPOLIS SAAS CORP.
Secured Party	DELL FINANCIAL SERVICES CANADA LIMITED
Registration No.	17041022971
REGISTRATION 2: DELL FINANCIAL SERVICES CANADA LIMITED	
Debtor(s)	TRAKOPOLIS SAAS CORP.
Secured Party	DELL FINANCIAL SERVICES CANADA LIMITED
Registration No.	17113021375
REGISTRATION 3: MERIDIAN ONECAP CREDIT CORP.	
Debtor(s)	TRAKOPOLIS SAAS CORP.
Secured Party	MERIDIAN ONECAP CREDIT CORP.
Registration No.	18011605286
REGISTRATION 4: ESW HOLDINGS, INC.	
Debtor(s)	TRAKOPOLIS SAAS CORP.
Secured Party	ESW HOLDINGS, INC.
Registration No.	18110923482

**Schedule "C"**

**Permitted Encumbrances**

<b>PERSONAL PROPERTY SECURITY REGISTRATIONS</b>
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<b>TRAKOPOLIS SAAS CORP.</b>	
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<b>REGISTRATION 1: JIM PATTISON INDUSTRIES LTD.</b>	
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<b>Debtor(s)</b>	TRAKOPOLIS SAAS CORP.
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<b>Secured Party</b>	JIM PATTISON INDUSTRIES LTD.
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<b>Registration No.</b>	17051911559 (secured party amended by registration no. 17062242268)
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