

This is the 1st Affidavit of Anastasia Markaroff
in this case and was made on October 15, 2020.

No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985
c. C-36, AS AMENDED

-AND-

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF
URTHECAST CORP, URTHECAST INTERNATIONAL CORP., URTHECAST USA INC.,
1185729 B.C. LTD. AND THOSE OTHER PETITIONERS SET OUT ON THE ATTACHED
SCHEDULE "A"

PETITIONERS

AFFIDAVIT OF ANASTASIA MARKAROFF
(Sworn October 15, 2020)

I, **ANASTASIA MARKAROFF**, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am a legal assistant in the Toronto office of Baker & McKenzie LLP, counsel for Winfield Solutions, LLC and Land O'Lakes, Inc. and, as such, have knowledge of the following matters, except where I indicate that statements are based upon information provided by others, in which case I verily believe the information to be true.
2. Attached hereto and marked as **Exhibit "A"** is a true copy of an email from Mr. Michael Nowina of Baker & McKenzie LLP, sent on Friday, October 9, 2020 to Bennett Jones LLP, EY and

DLA Piper attaching a copy of a notice to the French Administrator, Christian Caviglioli, on behalf of Winfield Solutions, LLC.

3. Attached hereto and marked as **Exhibit “B”** is an unofficial translation of the notice sent to the French Administrator.

4. This Affidavit is sworn in response to motion returnable on October 16, 2020, and for no other or improper purpose.

SWORN BEFORE ME by videoconference while the affiant was at the City of Toronto, in the Province of Ontario and the commissioner was at the Township of Ramara, in the Province of Ontario on October 15, 2020.



Commissioner for Taking Affidavits
(or as may be)



ANASTASIA MARKAROFF

**"Schedule "A"
List of Petitioners**

1. 1185781 B.C. Ltd.
2. Deimos Imaging S.L.U.
3. DOT Imaging S.L.U.
4. Geosys Australia PTY
5. Geosys do Brasil Sistemas de Informacao Agricolas Ltda.
6. Geosys Europe Sarl
7. Geosys Holding, ULC (was Geosys Technology Holding LLC)
8. Geosys-Int'l, Inc.
9. Geosys S.A.S.
10. UrtheCast Holdings (Malta) Limited
11. UrtheCast Imaging S.L.U.
12. UrtheCast Investments (Malta) Limited
13. UrtheDaily Corp.

This is **Exhibit "A"** referred to in the Affidavit of **Anastasia Markaroff**, sworn this 15th day of October, 2020.

A handwritten signature in blue ink, appearing to read "M. No..." with a long horizontal flourish extending to the right.

Commissioner for Taking Affidavits (or as may be)

Markaroff, Ana

From: Nowina, Michael
Sent: Friday, October 9, 2020 3:25 PM
To: GruberD@bennettjones.com; AndrisoiA@bennettjones.com;
Philippe.Mendelson@ca.ey.com; mike.bell@ca.ey.com; colin.brousson@dlapiper.com;
jeffrey.bradshaw@dlapiper.com
Cc: Rosenbaum.Robert@dorsey.com; Clark.Monica@dorsey.com
Subject: Urthecast/Geosys
Attachments: PARDOCS-#1578847-v1-20201009
_LOL_LRAR_mise_en_demeure_poursuite_contrat_prestation_services.PDF

All,

Please find enclosed a courtesy copy of the notice (without exhibits) that was delivered to the French administrator, Christian Caviglioli, by our firm as counsel for Winfield Solutions, LLC.

Please let me know if you have any questions.

Best regards,
Michael

Michael Nowina
Partner, Pro Bono Chair (Toronto)
Baker & McKenzie LLP
Brookfield Place, Suite 2100
181 Bay Street, P.O. Box 874
Toronto, Ontario, Canada M5J 2T3
Direct: +1 416 865 2312
Mobile: +1 647 339 7896
Fax: +1 416 863 6275
Linkedin: <http://www.linkedin.com/pub/michael-nowina/26/8a1/8b4>

**Baker
McKenzie.**

**RESTRUCTURING
& INSOLVENCY**

Baker's Global Restructuring & Insolvency Blog: <http://restructuring.bakermckenzie.com>

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* Cabinet Associé

** En coopération avec
Trench, Rossi e Watanabe
Advogados

CBF Associés
Maître Christian CAVIGLIOLI
Administrateur Judiciaire
10 Rue d'Alsace-Lorraine
31000 TOULOUSE

Paris, le 8 octobre 2020

Par mèl et par courrier recommandé avec accusé de réception

Objet : Geosys SAS - Mise en demeure de prendre parti sur la poursuite des Contrats de Licence et de Prestation de Services

Réf :

Redressement judiciaire de la société Geosys SAS

- **Contrat Intérimaire de Licence et de Prestations de Services ("*Interim License and Services Agreement*") du 14 janvier 2019; et**
- **Contrat de Licence et de Prestations de Services à Long Terme ("*Long Term License and Services Agreement*") du 14 janvier 2019 tel que modifié par:**
 - (i) Premier Avenant au Contrat de Licence et de Prestations de Services à Long Terme ("*First Amending Agreement to Long Term License and Services Agreement*") du 12 novembre 2019; et**
 - (ii) Second Avenant au Contrat de Licence et de Prestations de Services à Long Terme ("*Second Amending Agreement to Long Term License and Services Agreement*") du 30 mars 2020.**

Les contrats mentionnés ci-dessus sont désignés collectivement les "**Contrats de Licence et de Prestation de Services**".

Cher Maître,

Nous vous écrivons en votre qualité d'administrateur judiciaire de la société Geosys, société par actions simplifiée immatriculée au Registre du Commerce et des Sociétés de Toulouse sous le numéro 343 043 790 dont le siège social est sis 2 Rue Joseph Hubert B-Park - Bâtiment B 31130 BALMA (ci-après "**Geosys France**").

Baker & McKenzie – Association d'Avocats à Responsabilité Professionnelle Individuelle – Avocats à la Cour.
Membre d'une association agréée, le règlement des honoraires par chèque est accepté.

Baker & McKenzie A.A.R.P.I. est membre de Baker & McKenzie International.

Vous avez été désigné en cette qualité par un jugement du Tribunal de commerce de Toulouse en date du 1^{er} octobre 2020 ouvrant une procédure de redressement judiciaire à l'égard de Geosys France.

Il est précisé que Geosys France a fait l'objet d'une acquisition par UrtheCast Corp. aux termes d'un contrat d'acquisition conclu entre Land O'Lakes, Inc. et UrtheCast Corp. en date du 6 novembre 2018.

Dans le cadre de cette acquisition, Geosys France et Winfield Solutions, LLC (filiale de Land O'Lakes, Inc.) ont conclu un contrat en date du 14 janvier 2019 en vertu duquel Winfield Solutions, LLC accorde à Geosys France une licence sur certaines technologies et lui fournit certains services pendant une période intérimaire (ci-après le "**Contrat Intérimaire de Licence et de Prestations de Services - Interim Term License and Services Agreement**").

GEOSYS France et Winfield Solutions, LLC ont simultanément conclu, à la même date, un contrat en vertu duquel Geosys France accorde à Winfield Solutions, LLC des licences sur certains produits d'imagerie et lui fournit certains services (ci-après le "**Contrat de Licence et de Prestations de Services à Long Terme - Long Term License and Services Agreement**").

Ce contrat de Licence et de Prestations de Services à Long Terme a été modifié par les deux avenants suivants:

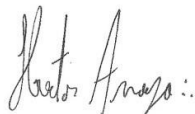
- **Premier Avenant au Contrat de Licence et de Prestations de Services à Long Terme ("First Amending Agreement to Long Term License and Services Agreement") du 12 novembre 2019; et**
- **Second Avenant au Contrat de Licence et de Prestations de Services à Long Terme ("Second Amending Agreement to Long Term License and Services Agreement") du 30 mars 2020**

En notre qualité de conseil de Winfield Solutions, LLC et **en application des dispositions de l'article L. 622-13, III al. 1 du Code de commerce** applicable en redressement judiciaire par renvoi de l'article L. 631-14, I, du Code de commerce, **nous vous prions de bien vouloir nous indiquer par retour écrit au présent courrier, en votre qualité d'Administrateur judiciaire, si vous entendez poursuivre l'exécution des Contrats de Licence et de Prestation de Services.**

A défaut de réponse de votre part dans un délai d'un mois à compter de la présente, lesdits Contrats de Licence et de Prestation de Services seront résiliés de plein droit en vertu des dispositions de l'article précité.

Cette lettre de mise en demeure vous est envoyée sans préjudice des droits ou recours que peut opposer Winfield Solutions, LLC ou une entité du groupe auquel elle appartient à l'encontre de Geosys France concernant les Contrats de Licence et de Prestation de Services.

Nous vous remercions de votre réponse et vous prions d'agr er, Cher Ma tre, l'expression de notre consid ration distingu e.



Ma tre Hector Arroyo

PJ :

Pi ce n  1 : Contrat Int rimaire de Licence et de Prestations de Services ("Interim License and Services Agreement") du 14 janvier 2019

Pi ce n  2 : Contrat de Licence et de Prestations de Services   Long Terme ("Long Term License and Services Agreement") du 14 janvier 2019

Pi ce n  3 : Premier Avenant au Contrat de Licence et de Prestations de Services   Long Terme ("First Amending Agreement to Long Term License and Services Agreement") du 12 novembre 2019

Pi ce n  4 : Second Avenant au Contrat de Licence et de Prestations de Services   Long Terme ("Second Amending Agreement to Long Term License and Services Agreement") du 30 mars 2020

This is **Exhibit "B"** referred to in the Affidavit of **Anastasia Markaroff**, sworn this 15th day of October, 2020.

A handwritten signature in blue ink, appearing to read "M. No..." with a long horizontal flourish extending to the right.

Commissioner for Taking Affidavits (or as may be)

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** En coopération avec
Trench, Rossi e Watanabe
Advogados

CBF Associés

Maître Christian CAVIGLIOLI

Administrator

10 Rue d'Alsace-Lorraine

31000 TOULOUSE

Paris, 9 October 2020

By email and registered letter with confirmation of receipt n° []

Re: Geosys SAS - Formal notice to take a stand on the continuation of the License and Services Agreements

Ref :

Redressement judiciaire of the company Geosys SAS

- **Interim License and Services Agreement dated 14 January 2019; and**
- **Long Term License and Services Agreement dated 14 January 2019 as amended by:**
 - (i) First Amending Agreement to Long Term License and Services Agreement dated 12 November 2019; and**
 - (ii) Second Amending Agreement to Long Term License and Services Agreement on 30 March 2020.**

The above-mentioned agreements are collectively referred to as "**License and Services Agreements**".

Dear Sir,

We are writing to you in your capacity as administrator of Geosys, a French simplified corporation registered with the Commercial and Trade Registry of Toulouse under the number 343 043 790 and having its registered address located at 2 Rue Joseph Hubert B-Park - Bâtiment B 31130 BALMA (hereinafter "**Geosys France**").

You have been appointed in such capacity by a ruling of the Commercial Court of Toulouse dated 1 October 2020 initiating the *redressement judiciaire* and an observation period (*période d'observation*) of six months.

Geosys France was acquired by UrtheCast Corp. pursuant to an acquisition agreement entered into between Land O'Lakes, Inc. and UrtheCast Corp. dated 6 November 2018.

As part of this transaction, Geosys France and Winfield Solutions, LLC (subsidiary of Land O'Lakes, Inc.) entered into an agreement dated 14 January 2019 pursuant to which Winfield Solutions, LLC will license certain technology and provide certain services to Geosys France (hereinafter referred to as the "**Interim Term License and Services Agreement**").

GEOSYS France and Winfield Solutions, LLC simultaneously entered into an agreement pursuant to which Geosys France will license certain imagery products and will provide certain services to Winfield (hereinafter referred to as the "**Long Term License and Services Agreement**").

This Long Term License and Services Agreement was amended by the two following amending agreements:

- **First Amending Agreement to Long Term License and Services Agreement dated 12 November 2019**; and
- **Second Amending Agreement to Long Term License and Services Agreement dated 30 March 2020**.

In our capacity as counsel for Winfield Solutions, LLC and **pursuant to the provisions of Article L. 622-13, III para. 1 of the French Commercial Code** applicable to the *redressement judiciaire* pursuant to Article L. 631-14, I, of the French Commercial Code, **we kindly request that you inform us in writing by return to this letter, in your capacity as administrator, whether you intend to continue the execution of the License and Services Agreements.**

In the absence of response from you within one month from the date of this letter, the License and Service Agreements will be terminated by operation of law in accordance with the provisions of the above-mentioned article.

This letter is without prejudice to any rights or claims that Winfield Solutions, LLC or an entity of the group to which it belongs may raise or claim or to which Winfield Solutions,

LLC or an entity of the group to which it belongs is entitled to under the License and Service Agreements.

Yours Sincerely,

Hector Arroyo
Representing Winfield
Solutions, LLC

Enc.:

Exhibit n° 1: Interim License and Services Agreement dated 14 January 2019

Exhibit n° 2: Long Term License and Services Agreement dated 14 January 2019

Exhibit n° 3: First Amending Agreement to Long Term License and Services Agreement dated 12 November 2019

Exhibit n° 4: Second Amending Agreement to Long Term License and Services Agreement on 30 March 2020