

ON READING the First Report of the Receiver dated January 5, 2022 (the “**First Report**”) and on hearing the submissions of counsel for the Receiver and such other counsel as were present as may more fully appear from the counsel slip, no one else on the service list appearing although properly served as appears from the affidavit of service, filed:

I. NOTICE AND SERVICE

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the First Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

II. APPROVAL AND VESTING ORDERS

2. THIS COURT ORDERS AND DECLARES that the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver, as vendor on behalf of the Respondent, and Screen Linx Management Limited (the “**Purchaser**”) made as of January 4, 2022 and vesting in the Purchaser the Respondent’s right, title and interest in and to the purchased assets described as such in the Sale Agreement (the “**Purchased Assets**”), is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such reasonable amendments as the Receiver may deem necessary or appropriate. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the Receiver filing in this court file, with notice to the Purchaser, a certificate substantially in the form attached as Schedule A hereto (the “**Receiver’s Certificate**”), all of the Respondent’s right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: **(i)** any encumbrances or charges created by any order of this court made in this proceeding, **(ii)** all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and **(iii)** those specific, non-limitative Claims listed on Schedule B hereto, as the case may be (each of which constitute an “**Encumbrance**”). For greater certainty, this court orders that all of the Encumbrances affecting or relating to the Purchased Assets, are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that, notwithstanding:

- a. the pendency of these proceedings;
- b. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of the

Respondent and any bankruptcy order issued pursuant to any such applications; and

- c. any assignment in bankruptcy made in respect of the Respondent;

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

III. PIPEDA

5. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to the Purchaser and its advisors, but only to the extent desirable or required with respect to the Transaction. The Purchaser shall maintain and protect the privacy of any such information and limit the use of such information to be with respect to the Transaction, and if the Transaction is not completed, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser shall be entitled to continue to use the personal information provided to it, and related to the Purchased Assets, in a manner which is in all material respects identical to the prior use of such information by the Respondent, and shall return

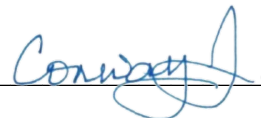
all other personal information to the Receiver, or ensure that all other personal information is destroyed.

IV. MISCELLANEOUS

6. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, or any other country or jurisdiction, to give effect to this order and to assist the Receiver, the Purchaser, and their respective agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, and the Purchaser, as may be necessary or desirable to give effect to this order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver, the Purchaser, and their respective agents in carrying out the terms of this order.

7. THIS COURT ORDERS that the Receiver and the Purchaser shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this order and for assistance in carrying out the terms of this order.

8. THIS COURT ORDERS that this order is effective from today's date at 12:01 am and is not required to be entered.

A handwritten signature in blue ink, appearing to read 'Conway J.', is written over a horizontal line.

Schedule A – Form of Receiver’s Certificate

Court File No.: CV-21-00667170-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N :

**STARLINE PRODUCTION RENTALS INC. and
SCREEN LINX MANAGEMENT LIMITED**

Applicant

- and -

CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*,
R.S.O. 1990, c. C.43, as amended

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an order of the Ontario Superior Court of Justice (the “**Court**”) dated September 27, 2021 KSV Restructuring Inc. was appointed as the receiver (in such capacity, the “**Receiver**”) of the undertaking, property and assets of the Respondent.

B. Pursuant to an order of the Court dated January 14, 2022 the court approved the agreement of purchase and sale made as of January 5, 2022 (the “**Sale Agreement**”) between the Receiver, as vendor on behalf of the Respondent, and Screen Linx Management Limited (the “**Purchaser**”) and provided for the vesting in the Purchaser of

the Respondent's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the filing, with notice to the Purchaser, of the present certificate.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid, and the Receiver has received, the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement.
2. The conditions to Closing as set out in section _____ of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser.
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ on _____ in Toronto, Ontario.

[Signature page follows.]

KSV Restructuring Inc., solely in its capacity as
the court-appointed Receiver of Convention &
Trade Show Electrical Services Ltd., with no
personal or corporate liability

Per:

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Schedule B – Specific Claims vested out (not limitative)

To the maximum extent permitted by law, any and all license or similar arrangement that is in respect of the Purchased Assets.

**STARLINE PRODUCTION RENTALS INC. and SCREEN LINX
MANAGEMENT LIMITED**

-and-

CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.

Court File No. CV-21-00667170-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

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Lawyers for the Receiver, KSV Restructuring Inc. in its capacity as receiver of the assets, property and undertaking of Convention & Trade Show Electrical Services Ltd.