



**First Report of
KSV Restructuring Inc. as Receiver and
Manager of Convention & Trade Show
Electrical Services Ltd.**

January 5, 2022

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Court FILE NO.: CV-21-00667170-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

STARLINE PRODUCTION RENTALS INC. and
SCREEN LINX MANAGEMENT LIMITED

Applicants

-and-

CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.

Respondent

FIRST REPORT OF KSV RESTRUCTURING INC. AS RECEIVER AND
MANAGER OF CONVENTION & TRADE SHOW ELECTRICAL SERVICES
LTD.

JANUARY 5, 2022

1.0 Introduction

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as receiver and manager (the "Receiver") of the property, assets and undertaking (the "Property") of Convention & Trade Show Electrical Services Ltd. (the "Company").
2. On August 17, 2021, Screen Linx Management Limited ("Screen Linx") and Starline Production Rentals Inc. ("Starline", and together, with Screen Linx, the "Applicants") made an application to the Ontario Superior Court of Justice (Commercial List) (the "Court") for an order appointing KSV as the Receiver pursuant to Sections 243 of the *Bankruptcy and Insolvency Act* and 101 of the *Courts of Justice Act*.
3. The Applicants are related parties and Screen Linx is a secured creditor of the Company. The amount owing to Screen Linx by the Company as at August 6, 2021 was approximately \$1.1 million (the "Debt").
4. The application was heard on August 18, 2021 and adjourned to September 27, 2021.
5. On August 18, 2021, Madame Justice Conway issued an endorsement that required the Company and the Applicants to "prepare a consent interim order in the form of a draft endorsement" for her review.

6. On August 24, 2021, Madame Justice Conway issued a further endorsement (the “Consent Endorsement”) that was negotiated between the Company and the Applicants. The Consent Endorsement required the Company to provide certain information to Screen Linx or its agent. Copies of both of Madame Justice Conway’s endorsements are provided in Appendix “A”.
7. Pursuant to an Order of the Court made on September 27, 2021 (the “Receivership Order”), KSV was appointed Receiver. A copy of the Receivership Order is attached as Appendix “B”.
8. The principal purpose of these receivership proceedings is to conduct a Court-supervised sale of the Company’s assets that maximizes value for the Company’s stakeholders.
9. The Receiver conducted a process to solicit offers for the Equipment (as defined below). Screen Linx advised the Receiver that it was not prepared to consent to a sale of the assets pursuant to any of the offers received. In order to reduce costs, Screen Linx took possession of the assets by relocating them to its warehouse. Screen Linx is now looking to acquire the Equipment in partial satisfaction of its debt, as further detailed in Section 3 of this Report.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information about the Company and these proceedings;
 - b) summarize the process carried out by the Receiver, in accordance with the Receivership Order, to solicit offers for the Company’s electrical and stage equipment, including cables, distributor panels and lighting (the “Equipment”);
 - c) summarize an opinion from Goldman Sloan Nash & Haber LLP (“GSNH”), the Receiver’s counsel, on the security granted to Screen Linx by the Company;
 - d) summarize the terms of an asset purchase agreement dated January 5, 2022 between the Receiver and Screen Linx (the “APA”) for the Equipment (the “Transaction”);
 - e) explain the Receiver’s rationale for seeking a Court order compelling Bob Kerby, the Company’s sole officer and director, to provide information to the Receiver regarding certain of the Company’s equipment which was purportedly sold in July 2021 and the Company’s pre-receivership operations; and
 - f) recommend that the Court make an order:
 - i. approving the Transaction and vesting in Screen Linx the Company’s right, title and interest in and to the Purchased Assets (as defined in the APA), free and clear of all liens, charges, security interests and encumbrances (the “Approval and Vesting Order”);

- ii. compelling Mr. Kerby to provide information to the Receiver regarding the Company's equipment purportedly sold in July 2021, including the name of the purchaser, the bank account where the proceeds were deposited and the applicable bank statements identifying the use of such proceeds; and
- iii. compelling Mr. Kerby to provide to the Receiver such other information and documentation related to the Company's pre-receivership business and operations that the Receiver reasonably requires to carry out its duties and obligations pursuant to the Receivership Order and as required by statute.

1.2 Restrictions

1. In preparing this Report, the Receiver has relied upon (i) the Company's unaudited, incomplete and limited financial information; (ii) discussions with Mr. Kerby and the Company's legal counsel; and (iii) discussions with the Applicants' representative, and the Applicants' legal counsel.
2. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the Company's financial information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*.
3. The Receiver expresses no opinion or other level of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence and any reliance placed by any party on the Company's financial information presented herein shall not be considered sufficient for any purpose whatsoever.

2.0 Background

1. The Company was incorporated under the *Business Corporations Act (Ontario)* in 1995.
2. Prior to the onset of the Covid-19 pandemic (the "Pandemic"), the Company provided stage and lighting-related electrical equipment for conventions, trade shows, music and other live performances in Southern Ontario.
3. The Receiver understands that the Company has not carried on active business operations since March 2020, consistent with the onset of the Pandemic. The Company does not currently have any employees.
4. Since at least the date of the Receivership Order, the Equipment was stored at a warehouse located at 22 Simpson Road, Bolton, Ontario (the "Premises") operated by HVAC Rentals ("HVAC"), which is believed to be an unrelated party. The Receiver has been advised that there is no written occupancy lease between the Company and HVAC and no lease payments have ever been made by the Company to HVAC.

5. Background information regarding the Company and the Applicants, including the acquisition by the Applicants of the Company's secured indebtedness which it formerly owed to Royal Bank of Canada ("RBC"), is included in the Application Record and is therefore not repeated in this Report. A copy of the Application Record is provided as Appendix "C", without attachments.
6. Additional information regarding KSV's involvement in these proceedings prior to the Receivership Order is included in KSV's Report to Court as Proposed Receiver dated September 23, 2021 (the "Proposed Receiver's Report"). A copy of the Proposed Receiver's Report is provided as Appendix "D", without attachments.
7. Additional information regarding the Company and these proceedings is posted on the Receiver's website at: <https://www.ksvadvisory.com/insolvency-cases/case/ctses>.

3.0 Bid Solicitation Process

1. The book value of the Equipment according to the Company's unaudited financial statements for the year ended May 30, 2020 is approximately \$1.55 million. The Receiver understands that a large portion of the Equipment was sold subsequent to that date and prior to the commencement of the receivership. It is unclear what happened to some or all of the proceeds of sale of this equipment, as discussed further in Section 4 of this Report.
2. In consultation with the Applicants, the Receiver commenced a process on September 30, 2021 to solicit bids for the Equipment in accordance with paragraph 3(j) of the Receivership Order. The process was expedited given the: (i) nominal book value of the Equipment, particularly after adjusting for the missing equipment; and (ii) risk that significant professional and administrative costs would erode recoveries if a longer process was conducted.
3. A summary of the solicitation process is as follows:
 - a) on September 30, 2021, the Receiver sent a letter (the "Solicitation Letter") to two liquidation firms (the "Liquidators"). A copy of the Solicitation Letter is attached as Appendix "E";
 - b) upon signing confidentiality agreements ("CA"), the Liquidators were provided a detailed asset listing and the opportunity to inspect the Equipment;
 - c) on October 4, 2021, the Receiver sent a letter similar to the Solicitation Letter to three of the Company's competitors¹;
 - d) one competitor signed the CA. The Receiver provided this party with the detailed asset listing and accompanied them on a tour of the Premises to inspect the Equipment;

¹ Mr. Kerby did not identify any prospective purchasers for the Equipment.

- e) on October 5, 2021, the Receiver sent a letter to HVAC to advise of the solicitation process and the bid date; and
 - f) the Receiver asked that offers be submitted no later than October 12, 2021 (the “Offer Deadline”).
- 4. No party asked for additional time to submit an offer and no party raised an issue that the process was not of sufficient duration for them to perform due diligence to submit an offer.
 - 5. The Applicants consented to the Receiver’s solicitation process.

3.1 Results

- 1. Four proposals were submitted to the Receiver on the Offer Deadline. A summary of the offers is provided as Appendix “F”.
- 2. The Receiver discussed the offers with the Applicants. As the offers are materially less than the Company’s indebtedness owing to the Applicants, the Applicants requested an opportunity to approach a few parties with whom they have relationships (including one that the Receiver had previously contacted) to determine if these parties had an interest in the Equipment. At the same time, the Applicants requested permission from the Receiver to move the Equipment to their warehouse in order to minimize any potential storage charges that may be imposed by HVAC. The Receiver authorized the Applicants to take the foregoing steps, provided that they do so in collaboration with the Receiver, including making full disclosure to the Receiver regarding the parties they approached and the responses they received.
- 3. Of the three parties approached by the Applicants, one made an offer for the majority of the Equipment for approximately \$162,000. The other two parties did not submit offers.
- 4. Rather than accept the offer, the Applicants advised the Receiver that they would prefer to acquire the Equipment in satisfaction of a portion of their debt. The Applicants have agreed to do so for \$175,000 (plus any applicable taxes) to be satisfied by a reduction of the Debt. Based on the nominal book value of the remaining Equipment, and the value of the offers received relative to the Company’s indebtedness owing to the Applicants, the Receiver advised the Applicants that it was prepared to recommend its offer for approval by the Court.

3.2 APA

- 1. A copy of the APA is attached as Appendix “G”.
- 2. A summary of the key terms and conditions of the APA is provided below.
 - **Purchaser:** Screen Linx
 - **Purchased Assets:** the Equipment, as listed on schedule 2.1 of the APA.
 - **Purchase Price:** \$175,000 (plus taxes to the extent exigible) to be satisfied by the reduction of the Debt on a dollar-for-dollar basis.

- **Excluded Assets:** none.
- **Representation and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” basis, with limited representations and warranties.
- **Closing:** no later than five Business Days after the Approval and Vesting Order is entered, or such later date as the parties may agree in writing, acting reasonably.
- **Material Conditions:**
 - (i) No provision of any applicable law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction pursuant to the APA shall have been issued and in effect;
 - (ii) no motion, action or proceedings shall be pending to restrain or prohibit the completion of the Transaction; and
 - (iii) the Approval and Vesting Order shall have been issued and entered.
- **Termination:**
 - (i) The APA can be terminated:
 - upon mutual written agreement of the Receiver and Screen Linx; or
 - if any of the conditions in favour of the Receiver and Screen Linx are not waived or satisfied.

3.3 Security Opinion

1. The Receiver requested that GSNH review Screen Linx’s security over the Company (the “Security”).
2. GSNH’s opinion confirms the validity and enforceability of the Security subject to customary qualifications and assumptions. A copy of the security opinion will be made available to the Court should it wish to review it.
3. Other than the Receiver’s Charge and a nominal claim from Canada Revenue Agency in respect of source deductions (\$182), the Receiver is not aware of any claim that ranks in priority to the Security in relation to the Equipment, having conducted a review of the Company’s accounts and following counsel’s review of the personal property security registry system.
4. The Receivership Order grants the Receiver a charge on the Property, as that term is defined in the Receivership Order, for its fees and costs acting as Receiver, including those of its counsel (the “Costs”). The Applicants have agreed to pay the Costs.

3.4 Recommendation

1. The Receiver recommends that this Court approve the Transaction for the following reasons:
 - a) in the Receiver's view, the process to solicit proposals was conducted on a commercially reasonable basis and that the Equipment was exposed to the market for a sufficient period of time;
 - b) the Applicants were consulted with respect to the solicitation process and they consented to it;
 - c) based on the offers submitted, the value of the Equipment is significantly less than the Company's indebtedness to the Applicants;
 - d) the Receiver does not believe that further marketing of the Equipment is likely to generate recoveries greater than the Transaction and accordingly, any transaction for the Equipment would be materially less than the Company's indebtedness to Screen Linx;
 - e) professional costs are significant relative to the amount of the Applicants' debt owing to Screen Linx. It is not economic to conduct a longer sale process for the Equipment in these circumstances;
 - f) the Equipment is subject to the Security and the value ascribed to the Equipment is reasonable compared to the offers;
 - g) the Applicants are of the view that acceptance of their offer provides them with the best opportunity to minimize their losses; and
 - h) there are no known creditors with an interest in the Equipment that ranks in priority to Screen Linx, except for the Receiver in respect of the Costs. The Applicants have agreed to pay the Costs.

4.0 Bank Transactions

1. As discussed in the Proposed Receiver's Report, KSV requested that the Company provide it with an accounting of all assets sold, conveyed, or transferred during the two years preceding August 18, 2021.
2. The Company provided KSV with an invoice dated July 6, 2021 and two invoices dated July 14, 2021 in the total amount of \$355,775 (the "Proceeds"), which invoices identify the assets allegedly sold during this time period and which are Property subject to the Receivership Order.
3. Mr. Kerby advised KSV that the Proceeds were deposited into the Company's bank account at RBC. Subsequently, Mr. Kerby provided KSV with the RBC bank account number and advised that this is the only bank account held by the Company. Mr. Kerby also advised that the purchasers of these assets are arm's length to the Company and to Mr. Kerby; however, he refused to provide the identity of the purchasers.

4. On September 6, 2021, O'Connor MacLeod Hanna LLP, the Company's counsel, advised KSV that "\$231,000 of the proceeds of the sale of the equipment were paid to RBC to service the debt in question. The remainder was used to repay advances made to CTSES which were necessary to pay its operating costs, since its revenue had essentially ended due to COVID."

5. The Receivership Order includes the following in Paragraph 4:

"EXAMINATIONS UNDER OATH

4. THIS COURT ORDERS that, without limiting the provisions otherwise contained in this Order, the Receiver may, without further order of this Court, examine under oath any Person reasonably thought to have knowledge of the affairs of the Debtor, the Property, or any Person who is or has been an officer, a director or an employee of the Debtor, respecting the Property and any dealings with the Property and may order any person liable to be so examined to produce any books, documents, correspondence or papers in that person's possession or power relating in all or in part to the Debtor and any dealings with or in respect of the Property."
6. The Receiver requested copies of the bank statements from RBC in order to confirm that the Proceeds were deposited into the Company's bank account.
7. The Receiver reviewed the bank statements from July 2021 onwards. The largest deposit in this period was \$9,502 and total deposits were \$31,244. Copies of these statements are provided as Appendix "H".
8. On October 21, 2021, the Receiver contacted Mr. Kerby to ask him why the amounts he alleged were deposited in the RBC account are not reflected in the RBC bank statements. Mr. Kerby advised that the Proceeds were deposited into a different bank account. The Receiver requested details of this bank account; however, Mr. Kerby responded twice that this is a "personal matter" and refused to provide additional information. An email sent by the Receiver to Mr. Kerby on October 21, 2021 confirming this conversation is provided as Appendix "I".

4.1 Requirement to Answer Questions

1. Mr. Kerby has frustrated the Receiver's efforts to advance the receivership and realize on the Property. Mr. Kerby has, among other things, refused to identify the purchaser of the recent equipment sales and the bank account where the Proceeds were deposited.
2. The Receiver has made Mr. Kerby aware of his obligations pursuant to the Receivership Order. Accordingly, the Receiver recommends that the Court make an Order compelling Mr. Kerby to respond to the Receiver's enquiries in compliance with the Receiver's duly authorized requests and enquiries. The Receiver has advised Mr. Kerby that it intends to seek an order finding him in contempt of Court if he does not comply.

5.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Court make an order granting the relief detailed in Section 1.1 (1)(f) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF
CONVENTION & TRADE SHOW ELECTRICAL SERVICES LIMITED,
AND NOT IN ANY OTHER CAPACITY**

Appendix “A”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

STARLINE PRODUCTION RENTALS INC. and
SCREEN LINX MANAGEMENT LIMITED

Applicants

-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, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

CONSENT ENDORSEMENT OF MADAM JUSTICE CONWAY

Dated: August 18, 2021

1. The Respondent and its directors, shareholders, employees or other representatives shall not, pending further Order of this Court, sell, transfer, lease, pledge as security, or encumber in any way any of the Respondent's property or assets, (the "**Assets**") including, without limitation, all chattels, personal property, equipment, inventory, books and records, as well as the assets of the Respondent currently located at 22 Simpson Road, Bolton, ON (the "**Bolton Location**")
2. The Respondent shall forthwith advise counsel for the Applicant Screen Linx, or such agents as the Applicants may appoint pursuant to the security held by them, of the location of all Assets that are not located at the Bolton Location..

3. The Respondent shall provide to the Applicant Screen Linx, and such agents as it may designate pursuant to the security held by them, an accounting of all Assets sold, conveyed or transferred by the Respondent in the two (2) year period preceding the date of this Order, including, without limitation, a description of the Asset(s) sold, conveyed or transferred, in as much detail as possible and including serial numbers where applicable, the name of the purchaser or acquirer of each Asset, the purchase price, confirmation that HST was collected in connection with those sales, and the disposition of the proceeds of the sale, conveyance or transfer.

4. The Respondent and its directors, shareholders, employees or other representatives shall forthwith provide to the Applicant Screen Linx, or its agent, the following, pursuant to the security held by Screen Linx:

- (a) reasonable access to any of the Assets, wherever located, upon 24 hours' advance notice by the Agent, for the purpose of permitting the Applicant or its agent to view and record the state of the Assets;
- (b) copies of the current agreement, contract, lease or other arrangement with the owner/landlord of the Bolton Location or any location where Assets are located, or were located within the last twelve (12) months, or details of any oral arrangement in effect with respect to the storage of the Assets, including, without limitation, details of any monthly or other payments due, and the status of those payments; and

- (c) the status of any governmental obligations owing by the Respondent, including, without limitation, unremitted HST, employee source deductions and other similar obligations.

5. With respect to any person designated as agent as contemplated in this endorsement, the Respondent will not raise any objection to the appointment of any such agent as Receiver in any future Order of the Court made in these proceedings solely on the basis that they may have acted as agent for Screen Linx.



The Honourable Madam Justice Conway

STARLINE PRODUCTION RENTALS INC. et al.

Applicants

-and-

CONVENTION & TRADE SHOW ELECTRICAL SERVICES
LTD.

Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ENDORSEMENT OF MADAM JUSTICE CONWAY

TORKIN MANES LLP

Barristers & Solicitors

151 Yonge Street, Suite 1500

Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)

jsimpson@torkinmanes.com

Tel: 416-777-5413

Lawyers for the Applicants

RCP-F 4C (September 1, 2020)

From: Conway, Madam Justice Barbara (SCJ)

Sent: August 18, 2021 10:49 AM

To: Jeffrey Simpson <jsimpson@torkinmanes.com>; Jeffrey Simpson <jsimpson@torkinmanes.com>; Mario Forte <forte@gsnh.com>; Bobby Kofman <bkofman@ksvadvisory.com>; JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>

Cc: Mitch Vininsky <mvininsky@ksvadvisory.com>

Subject: RE: Starline v. CTSES, CV-21-00667170-00CL

Importance: High

Scheduling appointment held today.

This is a receivership application. The application materials have been served but only yesterday. The respondent CTSES intends to oppose and needs time to deliver materials.

Counsel have agreed that an interim order will be put in place with respect to the non-sale of assets by CTSES and an accounting. They will prepare a consent interim order in the form of a draft endorsement for my review. They are to email it to me directly this week. If acceptable, I will endorse it.

I have scheduled a hearing for the application for **September 27, 2021 at noon for one hour (any judge, confirmed with the CL office)**.

A handwritten signature in blue ink, appearing to read "Conway". The signature is stylized with a large, sweeping initial "C" and a trailing flourish.

Superior Court of Justice (Toronto)

Appendix “B”

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM)	MONDAY, THE 27TH
)	
JUSTICE GILMORE)	DAY OF SEPTEMBER, 2021

B E T W E E N:

(Court Seal)

STARLINE PRODUCTION RENTALS INC. and
SCREEN LINX MANAGEMENT LIMITED

Applicants

-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 and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicants for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing KSV Restructuring Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of each of the Respondent (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Scott Turner sworn August 17, 2021, and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, and on reading the consent of KSV Restructuring Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

EXAMINATIONS UNDER OATH

4. **THIS COURT ORDERS** that, without limiting the provisions otherwise contained in this Order, the Receiver may, without further order of this Court, examine under oath any Person reasonably thought to have knowledge of the affairs of the Debtor, the Property, or any Person who is or has been an officer, a director or an employee of the Debtor, respecting the Property and any dealings with the Property and may order any person liable to be so examined to produce any books, documents, correspondence or papers in that person's possession or power relating in all or in part to the Debtor and any dealings with or in respect of the Property.

CONTINUING EFFECT OF PRIOR COURT ENDORSEMENT

5. **THIS COURT ORDERS** that, to the extent that any of the requirements set out in the Endorsement of Madam Justice Conway dated August 18, 2021 (the "Interim Endorsement") have not been complied with, the Interim Endorsement remains in full force and effect and any such requirements are hereby incorporated by reference into this Order, except to the extent any such terms are inconsistent with the terms of this Order, in which case, this Order shall govern.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons

acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and

providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

9. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

10. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

11. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

12. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment,

(iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

13. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

14. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

15. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for

herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

16. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

17. **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 prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release

or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.ksvadvisory.com/insolvency-cases/case/CTSES>

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that the Receiver be at liberty and is 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, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor' estate with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc. the receiver (the "Receiver") of the assets, undertakings and properties of Convention & Trade Show Electrical Services Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated **XX** (the "Order") made in an action having Court file number **XX**, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of Montreal from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2021.

KSV RESTRUCTURING INC.

Per: _____

Name: Bobby Kofman

Title: President and Managing Director

STARLINE PRODUCTION RENTALS INC. et al

-and- CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.

Applicants

Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER
(Appointing Receiver)

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413

Lawyers for the Applicants

RCP-E 4C (May 1, 2016)

Appendix “C”

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

Applicants

-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, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

APPLICATION RECORD
(Returnable August 18, 2021)

August 17, 2021

TORKIN MANES LLP
Barristers & Solicitors
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Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413

Lawyers for the Applicants

TO: **THE SERVICE LIST**

SERVICE LIST

as of August 12, 2021

TO: CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.
585 Southdown Road
Mississauga ON L5J 4V1

Robert D. Kerby
bkerby@bobsruises.com

- and -

ROBERT D. KERBY
524 Glenashton Dr
Oakville ON L6H 4W5

AND TO: KSV RESTRUCTING INC.
150 King Street West, Suite 2308
Toronto ON M5H 1J9

Bobby Kofman
bkofman@ksvadvisory.com
Tel: 416-932-6228

Proposed Receiver

AND TO: GOLDMAN SLOAN NASH & HABER LLP
Barristers and Solicitors
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Mario Forte (27293F)
forte@gsnh.com
Tel: 416-597-9922

Lawyers for the Proposed Receiver,
KSV Restructuring Inc.

AND TO: **O'CONNOR MACLEOD HANNA LLP**

Barristers and Solicitors
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Oakville ON L6K 3W5

Orie H. Niedzwiecki (42087U)
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Lawyers for Robert D. Kerby

AND TO: **AIRD & BERLIS LLP**

Barristers and Solicitors
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181 Bay Street, Suite 1800
P.O. Box 754
Toronto ON M5J 2T9

Ian Aversa (55449N)
iaversa@airdberlis.com
Tel: 416-865-3082

Lawyers for the Royal Bank of Canada

AND TO: **SPRUCEWOOD LEASING LIMITED**

3565 King Road, Suite 101
King City ON L7B 1M3

Maria Gutierrez
maria@sprucewoodleasing.com
Tel: 905-833-6056

AND TO: **DEPARTMENT OF JUSTICE**

Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto ON M5H 1T1

Diane Winters (20824V)
diane.winters@justice.gc.ca
Tel: 647-256-7459

Lawyers for the Canada Revenue Agency

AND TO: **HER MAJESTY THE QUEEN IN THE RIGHT OF ONTARIO**
AS REPRESENTED BY MINISTRY OF FINANCE (ONTARIO)
Legal Services Branch
33 King Street West, 6th Fl.
Oshawa ON L1H 8H5

Steven Groeneveld (45420I)
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41349.0009/26489070_1

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

Applicants

-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, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

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Court File No./N° du dossier du greffe: CV-21-00667170-00CL



Electronically issued
 Délivré par voie électronique : 16-Aug-2021
 Toronto

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

STARLINE PRODUCTION RENTALS INC. and
 SCREEN LINX MANAGEMENT LIMITED

Applicants

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, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- ☐ In person
☐ By telephone conference
☒ By video conference

at the following location:

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on Wednesday, August 18, 2021, at 10:30 a.m., before a judge presiding over the Commercial List (*or on a day to be set by the registrar*).

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting

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for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date _____ Issued by _____
 Local Registrar

Address of court office: Superior Court of Justice
 330 University Avenue, 9th Floor
 Toronto ON M5G 1R7

TO: Convention & Trade Show Electrical Services Ltd.
 585 Southdown Road
 Mississauga ON L5J 4V1

APPLICATION

1. The Applicants Starline Production Rentals Inc. and Screen Linx Management Limited (collectively “**Starline**”) make application for:

- (a) An Order pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”) appointing KSV Restructuring Inc. (“**KSV**”) as Court-Appointed Receiver over all assets and undertaking of the Respondent, Convention & Trade Show Electrical Services Ltd., of any nature whatsoever, wherever situate, on the terms set out in the draft Receivership Order attached as Schedule “A”;
- (b) An Order granting the Applicants their costs of this proceeding, on a substantial indemnity scale, plus all applicable taxes; and
- (c) Such further and other Relief as to this Honourable Court may seem just.

2. The grounds for the application are:

- (a) As of August 6, 2021, CTSES was indebted to Starline in the total amount of \$1,143,572.41 (the “**Indebtedness**”) including legal fees incurred up to that date. Starline is the first-ranking secured creditor by date of registration over the assets and undertaking of CTSES.
- (b) CTSES is an Ontario-incorporated company that was in the business providing stage and lighting-related electrical equipment for conventions, trade shows, music and other live performances in southern Ontario.

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- (c) A Corporation Profile Report in respect of CTSES shows that CTSES was incorporated in 1995, and that its registered head office is located in Mississauga, Ontario. Robert Kerby, of Mississauga Ontario is the sole officer and director of CTSES.
- (d) The assets of CTSES, consist mostly of electrical and stage equipment that is being stored in a third-party warehouse in Vaughan, Ontario. Some of the company's assets may be stored on an event site north of Toronto.
- (e) An Ontario *Personal Property Security Act* (the "**PPSA**") search shows that CTSES' secured creditors consist of Starline and several other creditors who appear to be equipment lessors to CTSES.
- (f) Any employees that CTSES may once have employed have long since been laid off. The Applicant has no information with respect to termination and severance obligations that may be owed to former employees, nor of the status of any HST or other governmental obligations. Starline is understandably concerned by the possibility of super-priority claims being asserted by former employees and the Canada Revenue Agency.
- (g) Starline Production Rentals, an Ontario company incorporated in 2011, is in the business of supplying trucks and trailers to the film and television production industry. Starline Production Rentals holds the beneficial interest in the Indebtedness and the security held against CTSES in question in this Application.

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- (h) Prior to February, 2019, Starline Production Rentals was a related company to CTSES insofar as it was formerly owned by the principal of CTSES, Robert Kerby and his wife, Heather Kerby. In February, 2019, the current shareholder(s) of Starline acquired all of the issued and outstanding share capital of Starline Production Rentals formerly owned by the Kerbys.
- (i) At the time of the acquisition of the shares of Starline Production Rentals from the Kerbys, Starline Production Rentals was liable for certain Indebtedness of CTSES in favour of Royal Bank of Canada (“RBC” or the “Bank”) (described below in more detail) pursuant to a guarantee executed by Starline Production Rentals.
- (j) As part of the share purchase transaction, Mr. Kerby was required to make reasonable efforts to obtain a discharge of the RBC guarantee executed by Starline. Mr. Kerby was not successful in obtaining the discharge of the guarantee, with the result that the RBC guarantee continued to be binding on Starline, despite the fact that Starline was no longer related in any way to CTSES and was completely independent of CTSES from an operational and legal perspective.
- (k) The new owners of Starline were prepared to enter into the share purchase transaction notwithstanding the outstanding RBC guarantee, on the basis that CTSES would continue to service the RBC Indebtedness. In the event that CTSES failed to do so, Starline was prepared to pay out the liability under its guarantee, take an assignment of the Bank’s loan and security position and enforce upon the assets of CTSES in order to recoup the funds paid to the Bank in consideration of the assignment.

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- (l) Unfortunately, this is exactly what has occurred.
- (m) In July, 2021, after the Bank issued demand for payment against Starline and commenced an Action in the Ontario Superior Court of Justice against Starline in respect of the guarantee, Starline paid out and took an assignment of RBC's debt and security. In essence, Starline stepped into the shoes of the Bank with respect to the CTSES Indebtedness.
- (n) Screen Linx is an Ontario-incorporated company and a related company to Starline Production Rentals. On the closing of the assignment of debt and security, Starline Production Rentals, which is shown as the "Assignee" in the Assignment Agreement, directed that the Bank transfer title to the debt and security to its related company, Screen Linx, which, by virtue of that direction, is the holder of legal title to the Indebtedness and the security in question.
- (o) Default in the monthly payments due in respect of the Indebtedness occurred in early 2021. On January 11, 2021, written demand for repayment and a Notice of Intention to Enforce Security (collectively, the "**Demands and NITES**") were issued against CTSES by a predecessor creditor, Royal Bank of Canada ("**RBC**").
- (p) Pursuant to a February 19, 2021 forbearance agreement (the "**Forbearance Agreement**") executed by CTSES and RBC, CTSES acknowledged, among other things, the amount of the Indebtedness, the enforceability of the security held in respect of the Indebtedness and the validity of the Demands and NITES. The forbearance period pursuant to the Forbearance Agreement expired on March 30, 2021 and the Indebtedness was not repaid, in full or in part. No

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payments have been made against the Indebtedness since the issuance of Demands and NITES in January, 2021.

- (q) The security held by Starline against CTSES, formerly held by RBC, includes a General Security Agreement (the “GSA”) that provides specifically for the appointment of a Receiver over the assets of CTSES on default. The Forbearance Agreement contains a similar acknowledgment on the part of CTSES to the effect that if the Indebtedness was not repaid in full by March 30, 2021, the creditor pursuant to that Agreement was at liberty to take all steps to enforce the security held by it.
- (r) Accordingly, events of default have occurred pursuant to the GSA and the Forbearance Agreement that entitle Starline to the requested appointment of a receiver.
- (s) The Indebtedness, the supporting guarantees and security, the Forbearance Agreement, the GSA, and all other rights in connection with the Indebtedness were assigned by Royal Bank of Canada to Starline on or about August 7, 2021.
- (t) There is urgency to the within Application. CTSES is no longer carrying on business, and has not done so (with potentially some minor exceptions) since the start of the COVID pandemic.
- (u) The Applicant has been advised that CTSES is engaging in sales of assets outside the ordinary course of business, which assets are subject to Starline’s security. Starline’s security is likely eroding with each such sale of assets.

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- (v) Management is no longer responding to communications from creditors. On three separate occasions over the past several weeks, counsel for RBC, counsel for the Applicant, and a representative of the Applicant have each separately sent emails to Robert Kerby, the principal of CTSES, to demand a full accounting of the equipment sold out of the ordinary course, and to demand that all such transactions cease immediately. No response was received to any of these communications, which is extremely concerning to Starline.
- (w) Further, the Applicant understands that the assets of CTSES are located in a third-party-owned warehouse, which may or may not be secure. It is unlikely that the owner of this warehouse will relinquish the assets or even permit inspection of them unless compelled to do so by a Court-Appointed Receiver with the full panoply of powers typically granted to a receiver by this Honourable Court.
- (x) In these circumstances, it is appropriate that the Court grant the requested appointment of a receiver, in order to take control of the situation, identify and secure assets and liabilities of CTSES and to engage in an orderly sales process in order to satisfy the claims of its creditors.
- (y) It is also essential that the Receiver be appointed by this Honourable Court as quickly as possible to prevent further erosion of the security held by the Applicants.
- (z) KSV has consented to act as Court-Appointed Receiver in this matter and is prepared to act immediately upon the issuance of the requested Order.
- (aa) Ss. 243 of the BIA and s. 101 of the CJA.

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(bb) Such further and other grounds as the lawyers may advise.

3. The following documentary evidence will be used at the hearing of the application:

(a) The Affidavit of Scott Turner;

(b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

August 11, 2021

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413

Lawyers for the Applicants

Appendix “D”



**First Report to Court of
KSV Restructuring Inc. as Proposed
Court-Appointed Receiver and Manager
of Convention & Trade Show Electrical
Services Ltd.**

September 23, 2021

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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**

Applicants

-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, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990,
C. C.43**

**FIRST REPORT OF KSV RESTRUCTURING INC. AS PROPOSED COURT-
APPOINTED RECEIVER AND MANAGER OF CONVENTION & TRADE
SHOW ELECTRICAL SERVICES LTD.**

SEPTEMBER 23, 2021

1.0 Introduction

1. On August 17, 2021, Screen Linx Management Limited ("Screen Linx") and Starline Production Rentals Inc. ("Starline", and together, with Screen Linx, the "Applicants") made an application to the Ontario Superior Court of Justice (Commercial List) (the "Court") for an order appointing KSV Restructuring Inc. ("KSV") as the receiver and manager of the property, assets and undertaking of Convention & Trade Show Electrical Services Inc. (the "Company") pursuant to Sections 243 of the *Bankruptcy and Insolvency Act* and 101 of the *Courts of Justice Act*.
2. The Applicants are secured creditors of the Company. The amount owing to the Applicants by the Company as at August 6, 2021 was approximately \$1.1 million.
3. The application was heard on August 18, 2021 and adjourned to September 27, 2021.
4. On August 18, 2021, Madame Justice Conway issued an endorsement that required the Company and the Applicants to "prepare a consent interim order in the form of a draft endorsement" for her review.

5. On August 24, 2021, Madame Justice Conway issued a further endorsement (the "Consent Endorsement") that was the subject of negotiation between the Company and the Applicants since the August 18, 2021 Court attendance. The Consent Endorsement required the Company to provide certain information to Screen Linx or its agent. Copies of both of Madame Justice Conway's endorsements are provided in Appendix "A".
6. This report ("Report") is filed by KSV in its capacity as proposed receiver and manager of the Company and summarizes KSV's activities, as required by the Consent Endorsement.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information about the Company; and
 - b) summarize KSV's activities carrying out the Consent Endorsement.

1.2 Restrictions

1. In preparing this Report, KSV has relied upon unaudited financial information provided to it by the Company, the Company's books and records and discussions with the Company's management, the Company's legal counsel and the Applicants and their legal counsel. KSV has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*.
2. KSV expresses no opinion or other level of assurance with respect to the financial information presented in this Report or relied upon by KSV in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence and any reliance placed by any party on the Company's financial information presented herein shall not be considered sufficient for any purpose whatsoever.

2.0 Background

1. The Company was incorporated under the *Business Corporations Act (Ontario)* in 1995. Robert Kerby is the Company's sole officer and director.
2. KSV understands that prior to the onset of the Covid-19 pandemic, the Company provided stage and lighting-related electrical equipment for conventions, trade shows, music and other live performances in southern Ontario.
3. The Company has not carried on active business operations since March 2020. The Company does not currently have any employees.

4. The Company's assets are presently stored at a warehouse located at 22 Simpson Road, Bolton, Ontario (the "Premises") operated by HVAC Rentals ("HVAC"), which is believed to be an unrelated party. The Company's assets primarily consist of electrical and stage equipment, including cables, distributor panels and lighting (the "Assets"). KSV has been advised that there is no written occupancy lease between the Company and HVAC.
5. Background information regarding the Company and the Applicants, including the transaction resulting in the Applicants acquiring the Company's secured indebtedness formerly owed to Royal Bank of Canada ("RBC"), is included in the Application Record and is therefore not repeated in this Report.

3.0 KSV's Activities Since the Consent Endorsement

3.1 Site Attendance

1. Pursuant to the Consent Endorsement, KSV attended on August 28, 2021 with Mr. Kerby and a representative of HVAC at the Premises. The primary purpose of the attendance was to inspect and prepare an inventory of the Assets.
2. The Assets are stored in large bins on shelves stacked on three levels. The bins on the upper shelves are only accessible with a ladder or a forklift, neither of which was available during KSV's attendance at the Premises. Accordingly, KSV was unable to count or view the assets located on the upper shelves in the 90 minutes that Mr. Kerby permitted KSV to attend at the Premises to inspect the Assets. KSV estimates that at least one half a day is required to perform a full inspection.
3. Notwithstanding that Mr. Kerby formerly operated the Company's business, Mr. Kerby advised KSV that he had limited information regarding the Assets, their use and model numbers.
4. KSV prepared a list and took photographs of the Assets it was able to inspect during its attendance.

3.2 Information Requests

1. On August 24, 2021, KSV sent a letter to the Company's legal counsel, O'Connor Macleod Hanna LLP ("OMH") with requests for information from the Company. A copy of this letter is provided in Appendix "B".
2. As KSV did not receive a timely response, it followed up with OMH several times. OMH's initial response was received by email on September 6, 2021, a copy of which is provided in Appendix "C". Thereafter, KSV sent follow-up questions to OMH on September 7 and 9, 2021. OMH responded to these questions on September 14, 2021. This correspondence is provided in Appendix "D".

3. The information requested by KSV and the responses received from OMH are summarized below:

Ref.	Information Requested by KSV	Answer Provided by OMH and the Company
a.	Location of all assets not located at the Premises.	OMH and the Company advised that all assets are located at the Premises.
b.	Accounting of all assets sold, conveyed, or transferred two years preceding August 18, 2021, including supporting details and documentation.	<p>OMH provided an invoice dated July 6, 2021 and two invoices dated July 14, 2021 in the total amount of \$355,775 (the "Proceeds") which identify the assets sold by JK Power Services, which OMH subsequently advised is the Company's operating name. Copies of these invoices are provided in Appendix "E". OMH advised that the purchasers of these assets are arm's length to the Company and to Mr. Kerby; however, the identity of the purchasers was not provided, despite KSV's requests for their names.</p> <p>OMH advised that sales taxes were not charged or remitted on these sales.</p>
c.	Copies of the agreement, contract, lease or other arrangement with the owner of the Leased Premises or any location where assets were located in the 12 months preceding August 18, 2021, including supporting details and documentation.	<p>OMH advised that there is no written lease agreement for the Premises and no rent is currently payable.</p> <p>During KSV's meeting with Mr. Kerby, Mr. Kerby advised KSV that monthly rent of \$3,500 is outstanding to HVAC for the four months ended August 31, 2021. HVAC's representative also advised KSV that rent was owing for the storage area.</p> <p>KSV inquired of OMH as to why OMH's and Mr. Kerby's statements differed. OMH advised that "There is no rent outstanding to HVAC Rentals. During a recent discussion with their management, it was suggested that should a settlement for the rent for use of the facilities become appropriate, 4 months at a rate of \$3,500 per month to the end of August would be appropriate. Originally various relations with HVAC were contemplated wherein rent could be discussed at that time. Ultimately, no business relationship with HVAC crystallized".</p> <p>The occupancy terms between the Company and HVAC remain uncertain.</p>

d.	Status of government obligations owing, including, HST and employee source deductions.	<p>On September 6, 2021, OMH advised KSV that there are no unremitted HST or statutory employee deductions.</p> <p>KSV requested copies of account statements issued by Canada Revenue Agency ("CRA") to the Company to confirm that they reflect nil balances.</p> <p>On September 14, 2021, OMH provided account statements to KSV which appear to reflect that: a) as of August 17, 2021, a balance of \$10,394 had been remitted in 2021 by the Company to CRA for source deductions; and b) as of June 14, 2021, the Company claimed a sales tax refund of \$931. Copies of these notices are provided in Appendix "F".</p>
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4. Notwithstanding that the Proceeds were in respect of invoices dated July 6 and July 14, 2021 (see item "b" in the table), OMH advised KSV that \$261,750 of the Proceeds were used to repay the Company's indebtedness to RBC in instalments of \$52,350 each on October 8 and 30, 2020, January 8, 2021, February 23, 2021 and March 30, 2021.
5. OMH also advised KSV that the remainder of the Proceeds, being \$94,025, plus an apparent additional amount of \$30,110 (the source of which is unknown) was paid by the Company to Mr. Kerby as a partial repayment of \$300,000 that he says he advanced to the Company during the Covid-19 pandemic. OMH did not provide KSV with evidence of the advances by Mr. Kerby to the Company nor any indebtedness owing to Mr. Kerby from the Company.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS PROPOSED RECEIVER AND MANAGER OF
CONVENTION & TRADE SHOW ELECTRICAL SERVICES LIMITED,
AND NOT IN ANY OTHER CAPACITY**

Appendix “E”



September 30, 2021

DELIVERED BY EMAIL

Attention:

Dear :

Re: Convention & Trade Show Electrical Services Ltd. (the “Company”)

Pursuant to an order of the Ontario Superior Court of Justice (the “Court”) made on September 27, 2021 (the “Receivership Order”), KSV Restructuring Inc. (“KSV”) was appointed receiver and manager (“Receiver”) of the Company’s assets, undertakings and properties. A copy of the Receivership Order is available at <https://www.ksvadvisory.com/insolvency-cases/case/ctses>.

As part of the Receivership proceedings, the Receiver is soliciting liquidation proposals for certain of the Company’s assets, principally electrical and stage equipment, including cables, distributor panels and lighting (collectively, the “Assets”), all of which is located at a third-party storage facility in Bolton, Ontario.

This letter is an invitation to participate in the process. The submission procedures are provided below:

- The deadline for offers: **October 11, 2021 at 5:00 p.m. (EST)**;
- Offers are to indicate:
 - a) the terms on which you would be prepared to conduct an auction pursuant to a Liquidation Services Agreement, including commission percentage, buyer’s premium and any expenses to be deducted from the gross sale proceeds; and/or
 - b) whether you are prepared to offer a net minimum guarantee (“NMG”) for the assets and, if so, the allocation of the proceeds above the NMG between the Receiver and your firm;
- Offers submitted on an NMG basis must allocate a purchase price for each piece of equipment indicating the specific deductions to the NMG resulting from the removal of such asset from the sale;
- Any transaction for the Assets is subject to Court approval. The transaction documents will include a provision stating that the Assets are being conveyed to the successful bidder on an “as is, where is” basis, without representations and warranties, including as to the salability, merchantability, title (and other terms consistent with a transaction of this nature); and
- The amount of time needed to conduct a sale from the Bolton premises.

Please advise the Receiver of your availability to attend the Bolton premises on October 4, 2021 for an inspection of the assets.

Please contact the undersigned should you have any questions. An Asset listing will be provided to you upon execution of the attached confidentiality agreement.

The Receiver notes that it may amend or terminate this process at any time, in the Receiver's sole and absolute discretion. The Receiver is not obligated to accept any offer nor the highest offer.

Yours very truly,

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF
CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.
AND NOT IN ITS PERSONAL CAPACITY**

A handwritten signature in black ink, appearing to read "Emily Klein", is written over a faint circular stamp.

Per: Emily Klein

Encl.

CONFIDENTIALITY AGREEMENT

In connection with your possible interest in exploring a transaction (a "Transaction") involving the fixed assets of Convention & Trade Show Electrical Services Ltd. (the "Company"), you have requested certain oral and written information from KSV Restructuring Inc., in its capacity as receiver and manager (the "Receiver") of the Company's property, assets and undertaking. All such information furnished to you or your Representatives (as defined below) by or on behalf of the Receiver (irrespective of the form of communication and whether such information is so furnished before, on or after the date hereof), and all analyses, compilations, data, studies, notes, interpretations, memoranda or other documents prepared by you or your Representatives containing or based in whole or in part on any such furnished information are collectively referred to herein as the "Information." In consideration of furnishing you with the Information, the Receiver requests your agreement to, and you agree to and will cause your Representatives to comply with, the following:

1. The Information will be used solely for the purpose of evaluating a Transaction, and the Information will be kept strictly confidential and will not be disclosed by you or your Representatives, except that you may disclose the Information or portions thereof to those of your directors, officers and employees and representatives of your legal, accounting and financial advisors (the persons to whom such disclosure is permissible being collectively referred to herein as the "Representatives") who need to know such information for the purpose of evaluating such Transaction; provided that such Representatives are informed of the confidential and proprietary nature of the Information and agree to comply with the terms of this Agreement. You agree to be responsible for any breach of this Agreement by your Representatives (it being understood that such responsibility shall be in addition to and not by way of limitation of any right or remedy the Receiver may have against such Representatives with respect to any such breach).
2. Except with the prior written consent of the Receiver, neither you nor your Representatives will disclose to any person either the fact that any investigations, discussions or negotiations are taking place concerning a Transaction, or that you have received Information from the Receiver, or any of the terms, conditions or other facts with respect to any such possible Transaction or involvement, including the status thereof. The term "person" as used in this Agreement will be interpreted broadly to include the media and any corporation, company, group, partnership, limited liability company, trust or other entity or individual.
3. If you or any of your Representatives become legally compelled (including by deposition, discovery, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, you shall provide the Receiver with prompt prior written notice of such requirement so that the Receiver may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if the Receiver waives compliance with the provisions hereof, both you and your Representatives shall disclose only that portion of the Information which is legally required to be disclosed and to take all reasonable steps to attempt to preserve the confidentiality of the Information.
4. The term "Information" does not include any information which (i) at the time of disclosure is generally available to the public (other than as a result of a disclosure directly or indirectly by you or your Representatives) or (ii) was available to you on a non-confidential basis from a source other than any of the Receiver or their respective advisors, provided that such source is not and was not known by you after due inquiry to be bound by a confidentiality obligation owed to the Receiver.

5. If you determine not to pursue a Transaction, you will promptly notify the Receiver of your determination. At the time of such notice, or if, at any earlier time, the Receiver so directs (whether or not you determine to pursue a Transaction), you and your Representatives will, at your option, promptly return to the Receiver, or destroy, all Information and all copies, extracts or other reproductions in whole or in part thereof. Notwithstanding the return of the Information, you and your Representatives will continue to be bound by this Agreement. Notwithstanding the foregoing, (a) you may retain a copy of the Information to the extent that such retention is required to demonstrate compliance with applicable law, regulation or professional standards, provided that it is kept strictly confidential; and (b) Information that is electronically stored may be retained in back-up servers if it is not intentionally made available to any person, and is deleted in accordance with your normal policies with respect to the retention of electronic records. Notwithstanding the return or destruction of the Information, you and your Representatives shall continue to be bound by the confidentiality and other obligations hereunder.
6. None of the Receiver, or any of their officers, directors, employees, representatives or agents is making any representation or warranty, express or implied, as to the accuracy or completeness of the Information, and none of the Receiver, or any of their officers, directors, employees, representatives or agents, will have any liability to you or any other person resulting from your use of the Information. Only those representations or warranties that are made to you in a definitive written agreement regarding a Transaction (a "Definitive Agreement") when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Definitive Agreement, will have any legal effect.
7. Unless and until a Definitive Agreement with respect to a Transaction has been executed and delivered, the Receiver has no legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement or any other written or oral expression with respect to a Transaction except, in the case of this Agreement, for the matters specifically agreed to herein.
8. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to the conflicts of law principles thereof.
9. If you agree with the foregoing, please sign and return a copy of this letter, which will constitute our agreement with respect to the subject matter hereof.

Confirmed and Acknowledged

Corporation:

Authorized Signing Officer:

Date:

Appendix “F”

Convention & Trade Show Electrical Services Ltd.

Offer Summary

Purchaser	Offer	Notes
HVAC Rentals	\$ 102,000	
Infinity Asset Solutions	\$ 90,000	Also offered a net minimum guarantee for \$70,000, with the next \$30,000 to be retained for expenses and 80% of amounts over \$100,000 to the account of the Receiver.
VCM Solutions	\$ 21,140	Offered to purchase a portion of the equipment.
Corporate Assets	N/A	Offered to conduct an auction of the equipment for a 15% commission and \$10,000 for expenses.

Appendix “G”

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 4th day of January , 2022

B E T W E E N:

KSV RESTRUCTURING INC., solely in its capacity as court-appointed receiver and manager of the assets, property and undertaking of CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.

(the “**Seller**”)

- and -

Screen Linx Management Limited a corporation incorporated under the laws of the Province of Ontario

(the “**Buyer**”)

RECITALS:

- A. The Seller was appointed receiver and manager of the assets, property and undertaking of Convention & Trade Show Electrical Services Ltd. (the “**Debtor**”) pursuant to an order of Madam Justice Gilmore made September 27, 2021 in the Ontario Superior Court of Justice (the “**Court**”) (the “**Receivership Order**”).
- B. The Seller wishes to sell, and the Buyer wishes to purchase the Purchased Assets (as defined herein), subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement,

- (a) “**Agreement**” means this Asset Purchase Agreement and all attached Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement;

- (b) **“Applicable Law”** means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, the Seller, the Buyer, the Business or any of the Purchased Assets;
- (c) **“Approval and Vesting Order”** means the form of Court order agreed to by the parties hereto, with any amendments thereto to be acceptable to each of Seller and Buyer, each acting reasonably;
- (d) **“Bill of Sale”** means the document attached as Schedule 1 to this Agreement.
- (e) **“Business Day”** means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto are open for commercial banking business during normal banking hours;
- (f) **“Closing”** means the completion of the Transaction at the Closing Time;
- (g) **“Closing Date”** means no later than five Business Days after the Approval and Vesting Order is entered, or such later date as the Parties may agree in writing, acting reasonably;
- (h) **“Closing Documents”** means the Bill of Sale drafted for this purpose;
- (i) **“Closing Time”** means 10:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place;
- (j) **“Debt”** means all Indebtedness as defined in and assigned to the Buyer by the terms of a certain Assignment of Indebtedness and Security made as of August 5, 2021 between Royal Bank of Canada and Starline Production Rentals Ltd. (the **“Assignment”**);
- (k) **“Encumbrance”** means any security interest, lien, prior claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, mortgage or adverse claim of any nature or kind;
- (l) **“Governmental Authority”** means any domestic or foreign government, regulatory authority, governmental department, agency, ministry, commission, bureau, court (including the Court), tribunal, judicial body, arbitral body, commission, stock exchange, board or other law, rule or regulation-making entity:
 - (i) having jurisdiction over the Seller, the Buyer, the Transaction or the Purchased Assets on behalf of any country, province, state, municipality or other geographical or political subdivision thereof; or
 - (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or Taxing Authority or power;

- (m) **“Governmental Authorizations”** means the permits, licences, approvals and authorizations, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued to or held or required by the Seller relating to the Business or any of the Purchased Assets by or from any Governmental Authority;
- (n) **“HST”** means the sales tax payable under the HST Legislation;
- (o) **“HST Legislation”** means Part IX of the *Excise Tax Act* (Canada);
- (p) **“including”** and **“includes”** shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”;
- (q) **“Parties”** means the Seller and the Buyer collectively, and **“Party”** means either the Seller or the Buyer, as applicable;
- (r) **“Purchase Price”** has the meaning given to such term in Section 3.1;
- (s) **“Purchased Assets”** has the meaning given to such term in Section 2.1;
- (t) **“Security”** means all Security as defined and assigned pursuant to the Assignment;
- (u) **“Tax”** and **“Taxes”** means any and all:
 - (i) taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, including those with respect to goods and services, harmonized sales, transfer, land transfer, use, real or personal property, and registration fees; and
 - (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in clause (i) above or this clause (ii);
- (v) **“Tax Act”** means the *Income Tax Act* (Canada), as amended and any relevant legislation of a province imposing tax similar to the *Income Tax Act* (Canada);
- (w) **“Taxing Authority”** means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax;
- (x) **“Transaction”** means the purchase and sale of the Purchased Assets pursuant to this Agreement;
- (y) **“Transfer Taxes”** has the meaning given to such term in Section 7.2(a);

1.2 Schedules

The schedules to this Agreement are an integral part of this Agreement.

<u>Schedule</u>	<u>Description</u>
Schedule 1	Bill of Sale
Schedule 2.1	Asset Listing

1.3 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.

1.4 Headings and Table of Contents

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.8 Entire Agreement

This Agreement and the Bill of Sale required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any

provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the Court prior to a Final order of the Court terminating the receivership proceedings and thereafter to the Courts of Ontario for the resolution of any disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.5 shall be deemed effective service of process on such Party.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement to Purchase and Sell Purchased Assets

Upon and subject to the terms and conditions of this Agreement, at the Closing the Seller shall sell, assign, transfer, convey and deliver, and the Buyer shall purchase, free and clear of all Encumbrances, all of the Seller's and the Debtor's right, title and interest in, to and under, or relating to the Purchased Assets as more particularly identified on schedule 2.1 hereto.

2.2 "As is, Where Is"

The Buyer acknowledges and agrees that all of the Purchased Assets are being purchased on an "as is, where is" basis as they shall exist at Closing. The Buyer acknowledges that it has possession of all of the Purchased Assets. Unless and solely to the extent expressly set forth in this Agreement, no representation, warranty or covenant is expressed or implied by the Seller, including any warranties as to title, encumbrances, description, merchantability or fitness for a particular purpose, environmental compliance, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the Business and/or the Purchased Assets or the right of the Seller to sell or assign the same. Without limiting the generality of the foregoing, any and all conditions, warranties, or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), as amended, or similar legislation do not apply hereto and have been waived by the Buyer. This Section 2.2 shall not merge on Closing and is deemed incorporated by reference into all Closing Documents and deliveries. The Buyer hereby acknowledges that it has had the opportunity to inspect the Purchased Assets prior to Closing.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The purchase price payable by the Buyer to the Seller for the Purchased Assets (the “**Purchase Price**”) shall be \$175,000 (plus Taxes to the extent exigible) to be satisfied by the reduction of the Debt on a dollar-for-dollar basis.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES BY THE SELLER

The Seller represents and warrants to the Buyer and acknowledges that the Buyer is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets the matters set out below:

4.1 Existence

The Seller is duly incorporated, organized and existing under the laws of its jurisdiction of organization.

4.2 Due Authorization and Enforceability of Obligations

Subject to Court Approval being obtained, the Seller has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. This Agreement has been, and at the Closing Time the Bill of Sale will be, duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller enforceable against it in accordance with its terms, as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

4.3 Right to Sell, and Title to, Purchased Assets

At the Closing, the Seller shall convey to the Buyer all of the Seller’s and the Debtor’s right, title and interest in and to the Purchased Assets free and clear of all Encumbrances.

4.4 Approvals and Consents

Except for Court Approval, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Seller and the Bill of Sale to be executed and delivered by the Seller hereunder or the purchase of any of the Purchased Assets hereunder.

4.5 Residence of the Seller

The Seller is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

4.6 HST Registration

The Seller is registered for purposes of HST Legislation and its HST number is 89322 1754 RT0002.

4.7 Brokers

No broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon arrangement made by or on behalf of the Seller.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller is relying upon the following representations and warranties in connection with its sale of the Purchased Assets:

5.1 Existence

The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization.

5.2 Debt and Security

The Buyer is the owner of the Debt and Security and has not assigned, sold, released, encumbered or discharged the Debt or Security.

5.3 Due Authorization and Enforceability of Obligations

The Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary action of the Buyer. This Agreement has been duly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity. At the Closing Time, the Closing Documents required by this Agreement to be delivered by the Buyer will be duly executed and delivered by the Buyer and will constitute a valid and binding obligation of the Buyer enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

5.4 Approvals and Consents

Except for Court Approval, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer and each of the Closing Documents to be executed and delivered by the Buyer hereunder or the purchase of any of the Purchased Assets hereunder.

5.5 Residence of the Buyer

The Buyer is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

5.6 HST Registration

The Buyer, or its assignee(s) acquiring the Purchased Assets, is, or at the Closing Time will be, registered for purposes of HST Legislation and will provide its registration numbers to the Seller.

5.7 No Additional Due Diligence

The Buyer acknowledges and agrees that: (a) it has had an opportunity to conduct any and all inspection and other due diligence regarding the Purchased Assets and the Business prior to the execution of this Agreement; (b) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets and/or the Business; (c) it is not relying upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied, (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith, except as expressly stated in this Agreement; and (d) the obligations of the Buyer under this Agreement are not conditional upon any additional due diligence.

5.8 Brokers

No broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon arrangement made by or on behalf of the Buyer.

ARTICLE 6 CONDITIONS

6.1 Conditions for the Benefit of the Buyer and the Seller

The respective obligations of the Buyer and of the Seller to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions for their mutual benefit:

- (a) no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction pursuant to this Agreement shall have been issued and in effect;
- (b) no motion, action or proceedings shall be pending to restrain or prohibit the completion of the Transaction; and
- (c) the Approval and Vesting Order shall have been issued and entered.

If the conditions set out in this Section 6.1 are not satisfied, performed or mutually waived on or before the Closing Date, either Party shall have the option to terminate this Agreement upon written notice to the other Party.

6.2 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

- (a) the representations and warranties of the Seller set forth in this Agreement shall be true and correct at the Closing Time with the same force and effect as if made at and as of such time, except where any failure or failures of any such representations and warranties to be so true and correct would not, individually or in the aggregate, cause a Material Adverse Change (and, for this purpose, any reference to “material”, “Material Adverse Change” or any other concept of materiality in such representations and warranties shall be ignored);
- (b) the covenants contained in this Agreement to be performed by the Seller at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) the Buyer shall have received on Closing the executed Bill of Sale; and
- (d) the Purchased Assets shall be assigned and transferred to the Buyer free and clear of all Encumbrances in accordance with the Approval and Vesting Order.

Any condition in this Section 6.2 may be waived by the Buyer in whole or in part, without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part. If any condition set out in this Section 6.2 is not satisfied, performed or waived on or prior to the date specified therefor, the Buyer may elect on written notice to the Seller to terminate this Agreement.

6.3 Conditions for the Benefit of the Seller

The obligation of the Seller to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver where applicable, by the Seller of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Seller):

- (a) the representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;
- (b) the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) the Seller shall have received on Closing the executed Bill of Sale.

Any condition in this Section 6.3 may be waived by the Seller in whole or in part, without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part. If any condition set out in this Section 6.3 is not satisfied, performed or waived on or prior to the date specified therefor, the Seller may elect on written notice to the Buyer to terminate this Agreement.

ARTICLE 7

ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Further Assurances

Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of any applicable courts to the Seller, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary proper or advisable under Applicable Laws to consummate and make effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

7.2 Tax Matters

- (a) All amounts payable by the Buyer to the Seller pursuant to this Agreement are exclusive of any HST, or any other federal, provincial, state or local or foreign value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, land or real property transfer, or similar Taxes, duties, or charges, or any recording or filing fees or similar charges (collectively, “**Transfer Taxes**”). The Buyer and the Seller shall, on the Closing Date, elect jointly under subsection 167(1) of the ETA and under any similar provision of any applicable provincial legislation, in the form prescribed for the purposes of each such provision, in respect of the sale and transfer of the Purchased Assets and the Buyer shall file such elections with CRA and any other applicable provincial tax authorities within the time and in the manner required by the applicable Law.

- (b) The Buyer hereby waives compliance by the Seller with section 6 of the *Retail Sales Tax Act* (Ontario) and with any similar provision contained in any other Applicable Law in respect of the Transfer Taxes.

7.3 Fees and Expenses

Except as expressly provided in this Agreement, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Person incurring such fees or expenses.

ARTICLE 8 COURT ORDERS

8.1 Court Orders

As soon as reasonably possible after the execution of this Agreement, the Seller shall file a motion with the Court for the issuance of, and shall use its best efforts to obtain, the Approval and Vesting Order.

ARTICLE 9 TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to Closing upon the occurrence of any of the following:

- (a) by mutual written consent of the Seller and the Buyer;
- (b) by either Party (provided such Party is not in breach of its obligations under this Agreement so as to have caused a closing condition not to be fulfilled), upon written notice to the other, if any condition in Section 6.1 is unsatisfied as of the Closing Date;
- (c) by the Seller (provided that the Seller is not in breach of its obligations under this Agreement so as to have caused a closing condition not to be fulfilled), upon written notice to the Buyer, if any condition in Section 6.3 is unsatisfied on the Closing Date and such violation or breach has not been waived by the Seller or cured by the Buyer within three (3) Business Days after written notice thereof from the Seller to the Buyer; and
- (d) by the Buyer (provided that the Seller is not in breach of its obligations under this Agreement so as to have caused a closing condition not to be fulfilled), upon written notice to the Seller, if any condition in Section 6.2 is unsatisfied on the Closing Date and such violation or breach has not been waived by the Buyer or cured by the Seller within three (3) Business Days after written notice thereof from the Buyer to the Seller.

9.2 Effect of Termination

In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall forthwith become null and void, except as set forth in Section 9.2 and Article 11, and nothing herein shall relieve any Party from liability for any breach of this Agreement, or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

ARTICLE 10 CLOSING

10.1 Date and Time of Closing

The Closing shall take place at the Closing Time on the Closing Date at the Toronto, Ontario by the virtual exchange of documentation, or at such other location as may be agreed upon in writing by the Parties hereto.

10.2 Closing Deliveries

- (a) At the Closing, the Seller shall deliver to the Buyer:
 - (i) the documents required to be delivered by the Seller pursuant to Sections 6.1 and 6.2;
 - (ii) the consents and approvals required to be obtained pursuant to Section 8.1; and
 - (iii) the Bill of Sale with respect to the conveyance of the Purchased Assets executed by the Seller;
- (b) At the Closing, the Buyer shall deliver to the Seller:
 - (i) evidence of the satisfaction of the Purchase Price as provided for in Section 3.1;
 - (ii) the Bill of Sale with respect to the conveyance of the Purchased Assets executed by the Buyer; and
 - (iii) any other documents reasonably requested by the Seller in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

ARTICLE 11 GENERAL MATTERS

11.1 Public Notices

No press release or other announcement concerning the Transaction shall be made by the Seller or by the Buyer without the prior consent of the other (such consent not to be unreasonably

withheld); provided, however, that subject to the last sentence of this Section 11.1, any Party may, without such consent, make such disclosure if the same is required by Applicable Law or by any insolvency or other court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by the Seller with the Court; (ii) the Transaction may be disclosed by the Seller to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Laws; and (iii) the Seller may communicate freely with the Receiver as and to the extent required in connection with the receivership proceedings. The Parties further agree that:

- (a) the Seller may prepare and file reports and other documents with the Court containing references to the Transaction and the terms thereof, including for the purpose of obtaining the Court Orders; and
- (b) the Seller and their professional advisors may prepare and file such reports and other documents in the receivership proceedings containing references to the Transaction and the terms thereof as may reasonably be necessary to complete the Transaction or to comply with their obligations in connection therewith. Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

Each of the Parties may issue a press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to by all of the Parties.

11.2 Survival

The representations and warranties of the Seller in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction are set forth solely for the purpose of Section 6.2 and none of them shall survive Closing. The Seller shall have no liability, whether before or after the Closing, for any breach of the Seller's representations, and the Buyer acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 9.1).

11.3 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney or representative of the respective Parties hereto, in such capacity, shall have any liability for any obligations or liabilities of the Buyer or the Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the Transaction.

11.4 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of the other Party hereto, except that without such consent the Buyer may: (i) assign any or all of its

rights and obligations hereunder to one or more of its subsidiaries or affiliates; or (ii) direct that title to all or some of the Purchased Assets be transferred to one or more of its subsidiaries or affiliates, provided that no such assignment or direction shall relieve the Buyer of its obligations hereunder; provided further that if the Buyer shall have assigned all of its rights and obligations hereunder the Buyer shall, immediately following the Closing, be deemed fully released from all of the Buyer's obligations hereunder. References to the Buyer's residency for Tax purposes and to the Buyer's status under the *Investment Canada Act* are references to the ultimate Buyer. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person or entity not a Party to this Agreement other than the third-party beneficiaries of Section 11.3 hereof.

11.5 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (iii) two days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (iv) five days after mailing via certified mail, return receipt requested. All notices not delivered personally or by facsimile will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

- (a) If to the Buyer at:

c/o Starline Production Rentals Inc.

Attention: Scott Turner
Email: scott@starlinetrailers.com

- (b) If to the Seller at:

KSV Restructuring Inc.
150 King Street West
Suite 2308, Box 42
Toronto, ON M5H 1J9

Attention: Mitch Vininsky/ Emily Klein
Email: mvininsky@ksvadvisory.com / eklein@ksvadvisory.com

with copies (which shall not in itself constitute notice) to:

Goldman Sloan Nash & Haber LLP
480 University Ave Suite 1600
Toronto, ON M5G 1V2

Attention: Mario Forte

Email: forte@gsnh.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

11.6 Counterparts; Facsimile Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be evidenced by facsimile, scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

KSV Restructuring Inc., solely in its capacity as receiver and manager of certain property of Convention & Trade Show Electrical Services Ltd., and not in its personal capacity

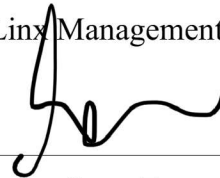


By: _____

Name: Mitch Vininsky

Title: Managing Director

Screen Linx Management Limited



By: _____

Name: Scott Turner

Title:

Schedule 1

Bill of Sale

CONFIRMATORY BILL OF SALE

This Confirmatory Bill of Sale dated as of January 4, 2022 (the “**Closing Date**”)

B E T W E E N:

KSV RESTRUCTURING INC., solely in its capacity as court-appointed receiver and manager of the assets, property and undertaking of CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD. (the “Vendor”)

OF THE FIRST PART

-and-

**Screen Linx Management Limited, a corporation incorporated under the laws of the Province of Ontario
(the “Purchaser”)**

OF THE SECOND PART

WHEREAS pursuant to an asset purchase agreement made as of January 4, 2022 (the “**APA**”) between the Vendor and the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchased Assets, on the terms and conditions set out therein;

AND WHEREAS on January 14, 2022, an Approval and Vesting Order was entered by the Court (the “**Approval and Vesting Order**”) approving the sale of the Purchased Assets contemplated by the APA and vesting in the Purchaser all of the right, title and interest of Convention & Trade Show Electrical Services Ltd. (the “**Company**”) in and to the Purchased Assets;

NOW THEREFORE in consideration of the mutual covenants herein contained and of other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereby agree as follows:

1. All capitalized terms used but not otherwise defined in this Confirmatory Bill of Sale shall have the meanings ascribed to them in the APA.
2. Subject to the terms and conditions of the APA, the Vendor hereby confirms that it has sold, transferred, conveyed, assigned and set over to the Purchaser all of the right, title and interest of the Company in and to the Purchased Assets, such sale, transfer, conveyance and assignment being effective as of the Closing Date by operation of the APA and the Approval and Vesting Order.
3. This Confirmatory Bill of Sale is intended to evidence the consummation of certain transactions contemplated by the APA. This Confirmatory Bill of Sale is made without

representation or warranty, except as and to the extent provided in the APA. In the event of any conflict or other difference between the APA and this Confirmatory Bill of Sale, the provisions of the APA shall prevail.

4. The Vendor and Purchaser shall, from time to time after the Closing Date, at the reasonable request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to the APA.

4. This Confirmatory Bill of Sale shall enure to the parties hereto and their respective successors and assigns.

5. This Confirmatory Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6. This Confirmatory Bill of Sale may be executed in any number of counterparts and delivered by electronic transmission, and each such counterpart so signed and delivered shall be deemed to be an original and constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF this Confirmatory Bill of Sale has been executed by the parties on the date first above written.

KSV RESTRUCTURING INC., solely in its capacity as court-appointed receiver and manager of the assets, property and undertaking of CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.

By: _____
Name:
Title:

Screen Linx Management Limited

By: _____
Name: Scott Turner
Title:

Schedule 2.1

Purchased Assets

Confidential

Item Number	Description	Quantity
#1	New Harnesses	40
#2	Wire Cover Mats	30
#3	Old Harnesses	26
#4	Wire 4/0-100ft	5 sets
#5	Cable 10/5	31
#6	Cable 12/5	50
#7	New Harnesses	46
#8	Cable 10/5	50
#9	30 Amp RV Boxes	147
#10	50 amp Mini-e portable power distribution GFCI	32
#11	20 amp Mini-e portable power distribution GFCI	24
#12	20 amp Mini-e portable power distribution GFCI	21
#13	50 amp Mini-e portable power distribution GFCI	31
#14	Exit Signs	28
#15	20 amp Mini-e portable power distribution GFCI	24
#16	Misc. extension cords	Bin
#17	20 amp Mini-e portable power distribution GFCI	32
#18	Cable 12/5	50
#19	20 amp Mini-e portable power distribution GFCI	24
#20	Cable 12/5	50
#21	Cable 10/5	40
#22	20 amp Mini-e portable power distribution GFCI	23
#23	Cable 12/5	32
#24	Cable 12/5	50
#25	Cable 12/5	50
#26	Cable 12/5	50
#27	Cable 10/5	50
#28	Cable 10/5	50
#29	Cable 10/5-100ft	21
#30	Cable 10/5	50
#31	Cable 12/5	50
#32	Old Harnesses	52
#33	Cable 12/5	50
#34	Cable 6/4	9
#35	Cable 12/5	50
#35A	Cable 10/5	50
#36	Cable 12/5	29

Confidential

Item Number	Description	Quantity
#37	Cable 10/5	50
#38	Cable 10/5	50
#39	Old Harnesses	51
#40	Cable 10/5	50
#41	Cable 12/5	50
#42	Old Harnesses	51
#43	Cable 10/5	50
#44	Cable 10/5	50
#45	Cable 10/5	50
#46	Adapters 30-20amp 12/5	45
#47	Cable 10/5	50
#48	Cable 4/0	5 sets
#49	Cable 4/0	5 sets
#50	Cable 12/5	50
#51	Cable 4/0-100ft	50
#52	Forklift Mitsubishi	1
#53	Bins, Printers, CPU's, Fuses, Time Delay Fuse, Breakers, Electrical Panels, Misc. Parts	6
#54	1 Tote, power cords and JP Power 6x6x4 Box Stove Plug, 1 bin Distro Panels x 9	2 bins
#54A	2 skids, 1st skid- 5 food truck panels, 10x 200amp RV panels, 2nd skid- 15x 200 amp RV panels	2 skids
#55	Misc. lights, ground plates	3 bins
#56	TriStar Distribution Panels on carts-30 amp	15
#57	Transformers-480V, 175KVA	4
#58	Misc. Parts	2 Skids
#59	4x Transformers, 1x Blue Tote, 6 Cable Sets & Misc. Plugs and Safety Harnesses	4
#60	2 Totes- Misc.	2
#61	Transformers (3) 1x 75KVA, 2x 150 KVA	3
#62	Blue Storage Boxes	6
#63	Mobile Power distribution units, GFI Box	4, 1
#64	Mobile Power Distribution Unit	4
#65	Mobile Power distribution units	41
#66	42 cct Distro Panel, 42 cct RV Panel, Chassis mounted cam locks	6
#67	20 amp Mini-e portable power distribution GFCI	32
#68	50 amp twist lock on cable, 16 panels with twist lock and cables, 3 way extension cords	49,16,27
#69	RV blue boxes	43
#70	Distribution Panel	6
#71	Misc.	

Confidential

Item Number	Description	Quantity
#72	2015 Weberlane Trailer 5x 10 Model EC1060 VIN 2W935031060085716	1
#73	2014 Weberlane Trailer 6x12 Model EX1272 VIN 2W935031272085066	1
#74	2014 Carmate 24' Cargo Trailer VIN 5A3C824D2EL002506	1
#75	Distro Panel -24CCT W/Tails #2	4
#76	Wooden Outdoor Junction Boxes	35
#77	Cable Mats	50
#78	Cable Mats	60
#79	Cable Mats	54
#80	Cable Mats	43
#81	Bin Black LED Lights and Cords	17 lights
#82	Rolling Blue Bin-12/5 Flat Cable (Various Lengths)	89
#83	LED Track Lights-Poles and Bases	
#84	Track Lights-Poles and Bases	50
#85	TriStar Distribution Panels on carts-20 (Tuff Panel)	27
#86	TriStar Distribution Panels on carts-50	4
#87	Misc. Cables	
#88	Misc. Cables and ground plates	
#89	Misc. Rolling Bin-contents misc.	
#90	Rolling Bin full of cables 10/4	
#91	LED Track Lights- Damaged	
#92	Mixed Adapters	30
#93	LED Track Lights- Blue Bin	
#94	Cart and Blue Box & Misc. Cables	
#95	Cart and Misc. Cables	
#96	Rolling Grey Bin- Old Harnesses	20
#97	Fan	1
#98	Cable Mats & Misc. Cable and ground plates	6
#99	Scissor Lift	1
#100	Scissor Lift	1
#101	Pump Truck	1
#102	Pump Truck	1
#103	Misc. Chairs	8
#104	Wooden Box	1
#105	Filing Cabinet	1
#106	Filing Cabinet	1
#107	Portable Power Distribution Unit (4x LEX, 1- Tristar)	5
#108	Bin of extension cords with twist locks (various lengths and quantity)	1 bin
#109	Bin-Misc. Maintenance Parts	1 bin

Appendix “H”



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

RBDDA30000_5837523 E D 03592 00157

CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.
UNIT 5
635 FOURTH LINE
OAKVILLE ON L6L 5W4

July 2, 2021 to August 2, 2021

Account number: 03592 104-291-0

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

1005 SPEERS RD, OAKVILLE, ON L6L 2X5

Opening balance on July 2, 2021	\$12,227.25
Total deposits & credits (3)	+ 65,515.39
Total cheques & debits (19)	- 75,236.53
Closing balance on August 2, 2021	= \$2,506.11

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			12,227.25
02 Jul	Service fee	13.75		
	Items on deposit fee 4 ID @ 0.22	0.88		12,212.62
07 Jul	Cash withdrawal	200.00		12,012.62
08 Jul	Cheque - 857	1,605.46		10,407.16
09 Jul	Business PAD L# 201000041129 6959919-2010000	52,350.41		
	Cheque - 856	1,769.01		-43,712.26
12 Jul	Federal Payment CANADA		3,663.23	
	Automobile Rent SPRUCEWOOD ARCHIVE+8	5,274.56		-45,323.59
	Item returned NSF		52,350.41	7,026.82
13 Jul	NSF item fee	45.00		6,981.82
14 Jul	Online Banking payment - 5383 PETRO-SUPERPASS	552.73		6,429.09



Business Account Statement

July 2, 2021 to August 2, 2021
Account number: 03592 104-291-0

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
15 Jul	Cheque - 858	15.83		
	Cheque - 859	64.73		6,348.53
16 Jul	Deposit 0091		9,501.75	
	Cash withdrawal	1,000.00		
	Cheque - 860	6,600.00		8,250.28
19 Jul	Overdraft interest @ RBP+05.00%P.A	26.77		8,223.51
21 Jul	Cheque - 861	1,132.26		7,091.25
23 Jul	Cheque - 863	1,769.01		5,322.24
26 Jul	Cheque - 862	1,605.46		3,716.78
29 Jul	Cheque - 865	1,200.00		2,516.78
02 Aug	Misc Payment BC FEE 6407604 6407604	10.67		2,506.11
	Closing balance			2,506.11

Account Fees: \$59.63



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

July 2, 2021 to August 2, 2021
Account number: 03592 104-291-0

Serial #: 856

Amount: \$1,769.01

CONVENTION & TRADE SHOW
UNIT 2-40 ROMINA DR
CONCORD ONTARIO L4K 4Z7
T: 905-822-4850

DATE 2021-07-09
Y Y Y Y M M D D

PAY to the order of Krishna Ramgopalam \$ 1769.01
Seventeen Hundred Sixty Nine 01 DOLLARS 01/100

ROYAL BANK OF CANADA
FOURTH FLOOR & SPENCER BRANCH
1000 SPENCER RD
OAKVILLE ON L6L 2K5

RE pd July 9 REP [Signature]

000856 *03592*003* 104-291-0*

52600241 TD2180 2021-07-09 11:30:42
KeyAmt: 1769.01
000000000003132617
472409X0000000307

[Signature]

100% ATM/POS FOR
20210908 INN 31037034
OR 1903-315267

BACK VERSO

Serial #: 857

Amount: \$1,605.46

CONVENTION & TRADE SHOW
UNIT 2-40 ROMINA DR
CONCORD ONTARIO L4K 4Z7
T: 905-822-4850

DATE 2021-07-09
Y Y Y Y M M D D

PAY to the order of Joseph Garcia \$ 1605.46
Sixteen Hundred Five 46 DOLLARS 46/100

ROYAL BANK OF CANADA
FOURTH FLOOR & SPENCER BRANCH
1000 SPENCER RD
OAKVILLE ON L6L 2K5

RE pd 09 July REP [Signature]

000857 *03592*003* 104-291-0*

93310-002 1030902447
Scotiabank
Mobile Deposit
08-Jul-2021
03310-002
35782 08215 27

Printer ID# 1021

[Signature]
Endorsment - Signature or Stamp

BACK VERSO

90120 002 825
CIBC Vancouver BC
08 Jul 2021
10-20235670

Serial #: 858

Amount: \$15.83

CONVENTION & TRADE SHOW
UNIT 2-40 ROMINA DR
CONCORD ONTARIO L4K 4Z7
T: 905-822-4850

DATE 2021-07-13
Y Y Y Y M M D D

PAY to the order of 407 RYN \$ 15.83
Fifteen 83 DOLLARS 83/100

ROYAL BANK OF CANADA
FOURTH FLOOR & SPENCER BRANCH
1000 SPENCER RD
OAKVILLE ON L6L 2K5

RE [Signature] REP [Signature]

000858 *03592*003* 104-291-0*

07152021 T0407C
420137 0002
06900358172

Printer ID# 1021

[Signature]
Endorsment - Signature or Stamp

407 RYN CONCESSION
TO TONY
06900358172
10202 004

100% ATM/POS FOR
20210713 INN 31037034
OR 1903-315267

100% ATM/POS FOR
20210713 INN 31037034
OR 1903-315267

Serial #: 859

Amount: \$64.73

CONVENTION & TRADE SHOW
UNIT 2-40 ROMINA DR
CONCORD ONTARIO L4K 4Z7
T: 905-822-4850

DATE 2021-07-13
Y Y Y Y M M D D

PAY to the order of TRUCK CANADA \$ 64.73
Sixty Four 73 DOLLARS 73/100

ROYAL BANK OF CANADA
FOURTH FLOOR & SPENCER BRANCH
1000 SPENCER RD
OAKVILLE ON L6L 2K5

RE [Signature] REP [Signature]

000859 *03592*003* 104-291-0*

74 BRILLONX 000061 00001-001 1184-255 Unbalanced Singles 09/03/2021 20210715
534692544 20210715 A-3695 0-3695055

Printer ID# 1021

[Signature]
Endorsment - Signature or Stamp

BACK VERSO

100% ATM/POS FOR
20210715 INN 31037034
OR 1903-315267



Business Account Statement

July 2, 2021 to August 2, 2021
Account number: 03592 104-291-0

Serial #: 860

Amount: \$6,600.00

CONVENTION & TRADE SHOW
UNIT 240 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4850
DATE 2021-07-14
Y Y Y Y M M D D

PAY to the order of BOB KEAT \$ 6600-
SIXTY SIX HUNDRED 100 DOLLARS

ROYAL BANK OF CANADA
FOURTH FLOOR & SPINER BRANCH
1000 SPINER RD
OAKVILLE ON L6L 2K5

RE CONVENTION & TRADE SHOW

#000860# #03592#003# 104#291#0#

Virtual Endorsement
DSPACC:
DSPTR:
CSID: 7211974286450203592
TXND: 1
SCANSES: 152,861,850
TMSED: 1
CHAND: 003
APPCD: 5900
TRANSIT: 03592
DSPCUR:
TEFDT: 16/07/21
OFID: 763105905

Printer ID# 1021

Endorsement - Signature or Stamp

Endorsement - Signature or Stamp

BACK/VERSO

1 14 89 05 - 652

Serial #: 861

Amount: \$1,132.26

CONVENTION & TRADE SHOW
UNIT 240 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4850
DATE 2021-06-30
Y Y Y Y M M D D

PAY to the order of O'CONNOR Macleay \$ 1132.26
ELEVEN HUNDRED AND THIRTY TWO 100 DOLLARS

ROYAL BANK OF CANADA
FOURTH FLOOR & SPINER BRANCH
1000 SPINER RD
OAKVILLE ON L6L 2K5

RE CONVENTION & TRADE SHOW

#000861# #03592#003# 104#291#0#

20210721
31382-0046 5237426
TD ISSN 1449343156
RDC DEPOSIT / TD DEPOT

Printer ID# 1021

DEPOSIT TO REPORT
S
M
A
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V
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R
S
O

Endorsement - Signature or Stamp

BACK/VERSO

Serial #: 862

Amount: \$1,605.46

CONVENTION & TRADE SHOW
UNIT 240 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4850
DATE 2021-07-03
Y Y Y Y M M D D

PAY to the order of Joseph Garcia \$ 1605.46
SIXTY NINE HUNDRED FIVE 100 DOLLARS

ROYAL BANK OF CANADA
FOURTH FLOOR & SPINER BRANCH
1000 SPINER RD
OAKVILLE ON L6L 2K5

RE CONVENTION & TRADE SHOW

#000862# #03592#003# 104#291#0#

93310-002 1034038249
Scotiabank
Mobile Deposit
26-JUL-2021
93310-002
35782 08215 27

Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

93310 002 130
CIBC VANTAGE DEBIT
29 Jul 2021
000557962

Serial #: 863

Amount: \$1,769.01

CONVENTION & TRADE SHOW
UNIT 240 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4850
DATE 2021-07-03
Y Y Y Y M M D D

PAY to the order of Krishna Ramgoolam \$ 1769.01
SEVENTEEN HUNDRED SIXTY NINE 100 DOLLARS

ROYAL BANK OF CANADA
FOURTH FLOOR & SPINER BRANCH
1000 SPINER RD
OAKVILLE ON L6L 2K5

RE CONVENTION & TRADE SHOW

#000863# #03592#003# 104#291#0#

014835200188 TD2757 2021-07-23 11:18:23
KeyAmt: 1769.01
000000000003102017
47240600000000000000

Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO



July 2, 2021 to August 2, 2021

Account number: 03592 104-291-0


Amount: \$1,200.00

CONVENTION & TRADE SHOW

JUNIT 240 ROMANA DR
CONCORD ON AMIO LK427
T. 908 822 4860

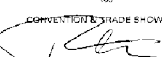
DATE 2001-07-29
Y Y T M D D

PAY TO: 118333 ENTWINE LIMITED \$1200.00
the order of PIERRE ANDRIS

 **ROYAL BANK OF CANADA**
FOURTH FLOOR - SUITES 400-401
4000 SHERBOURNE RD.
MONTREAL, QUEBEC H3A 2H4

100 DOLLARS (100)

CONVENTION & TRADE SHOW

RE 

#000865# #03952#003# 104#29#0#

Virtual Endorsement
DSPACC: 1028604
DSPTR: 03592-003
CSID: 2212104273435403592
TXNID: 1
SCANSSES: 153,521,457
TMSEQ: 2
CHANID: 003
APPCD: S900
TRANSIT: 03592
DSPCUR: CAD
TFEED: 29/07/21
QID: 341735264

Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

4098-01-2652



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

RBBD30000_6458500 E D 03592 00817

CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.
UNIT 5
635 FOURTH LINE
OAKVILLE ON L6L 5W4

August 2, 2021 to September 1, 2021

Account number: 03592 104-291-0

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

1005 SPEERS RD, OAKVILLE, ON L6L 2X5

Opening balance on August 2, 2021	\$2,506.11
Total deposits & credits (6)	+ 19,914.00
Total cheques & debits (16)	- 22,388.14
Closing balance on September 1, 2021	= \$31.97

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			2,506.11
02 Aug	Service fee	17.50		
	Items on deposit fee 2 ID @ 0.22	0.44		2,488.17
06 Aug	Deposit 0092		2,000.00	4,488.17
09 Aug	Cheque - 864	190.54		
	Cheque - 868	249.05		
	Cheque - 867	1,605.46		
	Cheque - 866	1,769.01		
	Stop payment fee - self serve	12.50		661.61
10 Aug	Automobile Rent SPRUCEWOOD ARCHIVE+8	5,274.56		-4,612.95
	Rev Item-Stop		5,274.56	661.61
11 Aug	Reversed NSF/Overdraft handling fee		5.00	666.61
	Federal Payment CANADA		3,381.44	



Business Account Statement

August 2, 2021 to September 1, 2021
Account number: 03592 104-291-0

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
11 Aug	Overdraft handling fee	5.00		4,043.05
12 Aug	Cheque - 870	1,605.46		2,437.59
16 Aug	Online Banking payment - 8885 PETRO-SUPERPASS	84.15		2,353.44
18 Aug	Deposit 0093		7,753.00	
	Cash withdrawal	5,000.00		5,106.44
19 Aug	Cheque - 869	1,769.01		3,337.43
20 Aug	Cheque - 871	200.00		3,137.43
23 Aug	Cheque - 872	3,000.00		137.43
26 Aug	Deposit 0094		1,500.00	1,637.43
27 Aug	Cheque - 873	1,605.46		31.97
	Closing balance			31.97

Account Fees: \$30.44



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

August 2, 2021 to September 1, 2021
Account number: 03592 104-291-0

Serial #: 864

Amount: \$190.54

CONVENTION & TRADE SHOW
UNIT 240 ROMANA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4850
DATE 2021-07-29
Y Y Y Y M M D D

PAY to the order of TELL CANADA \$ 190.54
ONE HUNDRED AND NINETY DOLLARS AND 54 CENTS

ROYAL BANK OF CANADA
FOURTH FLOOR & SPENCER BRANCH
1005 SPENCER RD
DANFORTH ONT L4L 2K5

RE ph August

000864 03592003 10429100

EW BELLINEX 000081 00001-001 1184-255 Single 376109 20210809
53464254 20210809 A-0971 B-0971031
Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

Serial #: 866

Amount: \$1,769.01

CONVENTION & TRADE SHOW
UNIT 240 ROMANA DR
CONCORD ONT L4K4Z7
T: 905 822 4850
DATE 2021-08-06
Y Y Y Y M M D D

PAY to the order of Krishna Ramgoolam \$ 1769.01
SEVENTEEN HUNDRED SIXTY NINE DOLLARS AND 01 CENT

ROYAL BANK OF CANADA
FOURTH FLOOR & SPENCER BRANCH
1005 SPENCER RD
DANFORTH ONT L4L 2K5

RE ph August

000866 03592003 10429100

017778800000 TDC208 2021-08-07 11:41:53
Key Amt: 1769.01
000000000003132817
472408/0000000000
Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

Serial #: 867

Amount: \$1,605.46

CONVENTION & TRADE SHOW
UNIT 240 ROMANA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4850
DATE 2021-08-06
Y Y Y Y M M D D

PAY to the order of Joseph Garcia \$ 1605.46
SIXTEEN HUNDRED FIVE DOLLARS AND 46 CENTS

ROYAL BANK OF CANADA
FOURTH FLOOR & SPENCER BRANCH
1005 SPENCER RD
DANFORTH ONT L4L 2K5

RE ph August

000867 03592003 10429100

93310-002 1036452647
Scotiabank
Monito Deposit
09-Aug-2021
93310-002
35782 06215 27
Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

Serial #: 868

Amount: \$249.05

CONVENTION & TRADE SHOW
UNIT 240 ROMANA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4850
DATE 2021-07-29
Y Y Y Y M M D D

PAY to the order of TELL MOBILITY \$ 249.05
TWO HUNDRED AND FORTY NINE DOLLARS AND 05 CENTS

ROYAL BANK OF CANADA
FOURTH FLOOR & SPENCER BRANCH
1005 SPENCER RD
DANFORTH ONT L4L 2K5

RE ph August

000868 03592003 10429100

TM BELLICELL 000022 24162-001 Single 392017 20210809
53455543 20210809 A-0676 B-0676004
FOR DISHONOURED RETURN TO DMO 24162-001 1031-381
Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO



Business Account Statement

August 2, 2021 to September 1, 2021
Account number: 03592 104-291-0

Serial #: 869

Amount: \$1,769.01

CONVENTION & TRADE SHOW
UNIT 2-40 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4350
DATE 2021-08-20

PAY to the order of KASHANA RANGOLAN \$ 1769.01
SIXTHOUSAND HUNDREDS AND SIXTY NINE DOLLARS

ROYAL BANK OF CANADA
FOURTH LINE & SPENCER BRANCH
1005 SPENCER RD
OAKVILLE ON L6L 2K5

RE: CONCORD AUG 2 - 15/21

PER: [Signature]

000869 035920030 10429100

027123200005 TD2160 2021-08-19 10:43:07
KeyAmt: 1769.01
00000000003132817
472409000000000000

[Signature]

Printer ID# 1021

TDOT: ATM 00351 FOR
20210819 TSV: 0143837285
CR: 10052-0152117

BACK/VERSO

Serial #: 870

Amount: \$1,605.46

CONVENTION & TRADE SHOW
UNIT 2-40 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4350
DATE 2021-08-20

PAY to the order of JOSEPH GARCIA R \$ 1605.46
SIXTHOUSAND AND FIVE DOLLARS

ROYAL BANK OF CANADA
FOURTH LINE & SPENCER BRANCH
1005 SPENCER RD
OAKVILLE ON L6L 2K5

RE: CONCORD AUG 2 - 15/21

PER: [Signature]

000870 035920030 10429100

93310-002 1037169607
Scotiabank Mobile Deposit
12-Aug-2021
93310-002
35782 08215 27

Endorsement - Signature or Stamp
[Signature]

BACK/VERSO

93310 001 179
6200 Vancouver BC
11 Aug 2021
2007104541

Serial #: 871

Amount: \$200.00

CONVENTION & TRADE SHOW
UNIT 2-40 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4350
DATE 2021-08-20

PAY to the order of 1118833 ONTARIO LIMITED \$ 200.00
TWO HUNDRED DOLLARS

ROYAL BANK OF CANADA
FOURTH LINE & SPENCER BRANCH
1005 SPENCER RD
OAKVILLE ON L6L 2K5

RE: CONCORD AUG 2 - 15/21

PER: [Signature]

000871 035920030 10429100

Virtual Endorsement
DSPACC: 1028604
DSPTR: 03592-003
CSID: 921232460494803592
TXNID: 1
TIMSHO: 2
SCANSES: 154,757,075
CHAND: 003
APPCD: 5900
TRANSIT: 03592
DSPCUR: CAD
TEFDT: 20/08/21
OPID: 341735264

Endorsement - Signature or Stamp

BACK/VERSO

7098201 2652

Serial #: 872

Amount: \$3,000.00

CONVENTION & TRADE SHOW
UNIT 2-40 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4350
DATE 2021-08-23

PAY to the order of 1118833 ONTARIO LIMITED \$ 3000.00
THREE THOUSAND DOLLARS

ROYAL BANK OF CANADA
FOURTH LINE & SPENCER BRANCH
1005 SPENCER RD
OAKVILLE ON L6L 2K5

RE: CONCORD AUG 2 - 15/21

PER: [Signature]

000872 035920030 10429100

Virtual Endorsement
DSPACC: 1028604
DSPTR: 03592-003
CSID: 9212351181925103592
TXNID: 1
TIMSHO: 2
SCANSES: 154,844,035
CHAND: 003
APPCD: 5900
TRANSIT: 03592
DSPCUR: CAD
TEFDT: 23/08/21
OPID: 341173789

Endorsement - Signature or Stamp

BACK/VERSO

7098201 2652



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

August 2, 2021 to September 1, 2021
Account number: 03592 104-291-0

Serial #: 873

Amount: \$1,605.46

CONVENTION & TRADE SHOW 000873
UNIT 2 40 ROMINA DR
CONCORD ONTARIO L4K4Z7
T: 905 822 4850
DATE 2021-08-26
Y Y Y Y M M D D

PAY to the order of JOSEPH GARCIA \$ 1605.46
SIX THOUSAND AND FIVE 46 DOLLARS 00

ROYAL BANK OF CANADA
FOURTH LINE & SPENCER BRANCH
1005 SPENCER RD
OAKVILLE ON L6L 2X5

RE CONVENTION & TRADE SHOW

⑈000873⑈ ⑈03592⑈003⑈ ⑈04⑈291⑈0⑈

93310-002 1039782301 Printer ID# 1021
Suppl. Mark
Mobile Deposit
26-Aug-2021
93310-002
35762 08215 27

BACKVERSO

93310-002 BKS
CIBC Vancouver BC
25-AUG-2021
103759060



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

RBBD30000_7068971 E D 03592 00554

CONVENTION & TRADE SHOW ELECTRICAL SERVICES LTD.
UNIT 5
635 FOURTH LINE
OAKVILLE ON L6L 5W4

September 1, 2021 to October 1, 2021

Account number: 03592 104-291-0

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

1005 SPEERS RD, OAKVILLE, ON L6L 2X5

Opening balance on September 1, 2021	\$31.97
Total deposits & credits (2)	+ 3,444.05
Total cheques & debits (8)	- 3,443.29
Closing balance on October 1, 2021	= \$32.73

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			31.97
01 Sep	Service fee	20.00		
	Items on deposit fee 3 ID @ 0.22	0.66		11.31
02 Sep	Misc Payment BC FEE 6407604 6407604	10.67		0.64
07 Sep	Federal Payment CANADA		2,254.30	
	Cheque - 874	2,000.00		254.94
08 Sep	Stop payment fee - self serve	12.50		242.44
14 Sep	Online Banking payment - 5897 PETRO-SUPERPASS	99.46		142.98
20 Sep	Deposit 0095		1,189.75	
	Cheque - 875	1,000.00		332.73



Business Account Statement

September 1, 2021 to October 1, 2021
Account number: 03592 104-291-0

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
24 Sep	Cheque - 876	300.00		32.73
	Closing balance			32.73

Account Fees: \$33.16




September 1, 2021 to October 1, 2021
Account number: 03592 104-291-0

CONVENTION & TRADE SHOW
UNIT 2 40 HUMANA DR
CONCORD, ONTARIO L4K4Z7
T: 905 822 4650

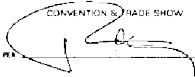
000874

DATE 2021-09-06
Y Y Y Y M M D D

PAY to BOB KRAM \$ 2000 -
the order of TWO THOUSAND 00 DOLLARS ☒ NO DTS

 ROYAL BANK OF CANADA
FOURTH FLOOR & 675 BAYVIEW
100% SURPLUS RED
GARVILLE ON L3R 2N6

CONVENTION & TRADE SHOW

FF  00


⑈000874⑈ ⑆03592⑆003⑆ ⑆04⑈29⑈0⑈


BACK/VERSO

CONVENTION & TRADE SHOW
UNIT 240 ROUTE 28
CONCORD, ONTARIO L4C 6Z7
T: 905 822 4880

000875

DATE 20 7-1-93 20

PAY TO: 115835 Ontario Express \$ 1000.00
the order of: 006 THOUSANDS
100 DOLLARS 

 ROYAL BANK OF CANADA
FOURTY ONE & SPENCER ST. TORONTO
100 SPENCER ST. TORONTO
GARYDALE ON M6G 2K5

CONVENTION & TRADE SHOW

104 29 1000


BACK/VERSO


6599 005 490

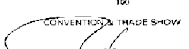
CONVENTION & TRADE SHOW
UNIT 240, RIVANA DR
CONCORD, ONTARIO L4K4Z7
T. 905 822 4250

000876

DATE 2021-09-24
T T T T T T T T T T

PAY to B.B. KERRY \$ 300.00
the order of THINK AND DRIVE 100 DOLLARS 

 ROYAL BANK OF CANADA
1006 SPERS RD
GARYVILLE, ON L9L 2M5

RE _____ PER 

⑈000876⑈ ⑆03592⑈003⑆ 101.29100⑈

BACKVERSO

Appendix “I”

From: Mitch Vininsky
Sent: October 21, 2021 1:04 PM
To: Bob Kerby
Cc: Bobby Kofman; Emily Klein; Mario Forte - Goldman Sloan Nash & Haber LLP Barristers and Solicitors (forte@gsnh.com)
Subject: CTSES: Bank Statements

Bob,

The following summarizes our call this morning regarding the sale of CTSES's equipment:

- You have confirmed that you made sales to third parties in the approximate amount of \$355,000 in July 2021;
- We reviewed the bank statements for what you advised us is CTSES's only bank account (RBC account 03592 104-291-0) in the year preceding the date of the Receivership Order;
- We advised you that the proceeds from the sales are not reflected in the bank statements;
- You confirmed that the invoices were paid in full and that you deposited the proceeds into another account; and
- We asked for details of the account. You refused to provide the information and responded twice that it is a "private matter".

In addition to the above, you have refused our request to provide the name of the purchaser of the equipment.

It is our intention to seek a court order compelling you to provide the information we have requested, failing which we will ask that the court find you in contempt for refusing to comply with the Receivership Order. It is also our intention to seek costs against you for any motions in respect of this matter.



Mitch Vininsky
Managing Director

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M	416.254.4912
E	mvininsky@ksvadvisory.com

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