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COURT FILE NUMBER 2201 - 10223

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT CORTLAND CREDIT LENDING CORPORATION

RESPONDENTS GENESIS INTEGRATION INC., and 965591 ALBERTA LTD.

DOCUMENT **APPROVAL AND REVERSE VESTING ORDER
(Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTIES FILING THIS DOCUMENT DENTONS CANADA LLP
BANKERS COURT
15TH FLOOR, 850 – 2ND STREET SW

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DATE ON WHICH ORDER WAS PRONOUNCED: September 13, 2022

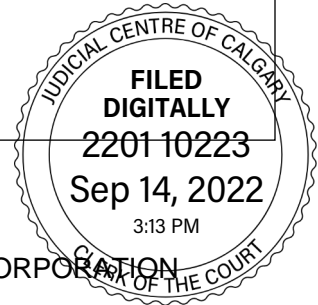
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta (via Webex)

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice D. B. Nixon

UPON THE ORIGINATING APPLICATION by Cortland Credit Lending Corporation in its capacity as collateral and administrative agent under a secured credit facility, for an Order:

(i) approving the transactions (the "**Transactions**") contemplated by a share purchase agreement (the "**SPA**") between KSV Restructuring Inc., in its capacity as receiver (the "**Receiver**") of Genesis Integration Inc. ("**Genesis**"), and 965591 Alberta Ltd. ("**965 Alberta**"), and collectively the "**Debtors**"), as vendor, and Sequent AI Exchangeco Limited or its designee, Sequent AI Exchangeco Limited as purchaser (the "**Purchaser**"), dated July 25,

Clerk's Stamp



2022, a copy of which is appended to the Pre-Appointment Report of the Receiver, dated September 2, 2022 (the "**Pre-Appointment Report**");

(ii) vesting in Residual Co. all of Genesis' right, title and interest in and to the Excluded Assets (if any), and the Excluded Liabilities (as those terms are defined in the SPA);

(iii) vesting in the Purchaser all of the outstanding shares in the capital of Genesis (the "**Purchased Shares**") free and clear of all Claims and Encumbrances, except the Permitted Encumbrances (as defined below); and

(iv) terminating these receivership proceedings as against Genesis and discharging the Receiver as against Genesis;

AND UPON reviewing the Receivership Order in this proceeding granted September 13, 2022 (the "**Receivership Order**"), the SPA, the Affidavit of Sean Rogister sworn September 1, 2022, and the Pre-Appointment Report;

AND UPON hearing from counsel for the Receiver, the Purchaser and any other interested party appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

INTERPRETATION

1. Capitalized terms used herein that are not otherwise defined have the meanings given to them in the SPA.

SERVICE

2. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTIONS

3. The Transactions and SPA are hereby approved and the execution of the SPA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver and the Purchaser may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for

the completion of the Transactions. In the event of any conflict between the terms of the SPA and this Order, this Order shall govern.

VESTING OF ASSETS, LIABILITIES AND SHARES

4. Upon delivery of the Receiver's Certificate (the "**Receiver's Certificate**") substantially in the form attached as Schedule "A" hereto, to the Purchaser, the following shall occur or be deemed to occur (the "**Effective Time**"), as applicable, in the following sequence:
- (a) All Excluded Liabilities shall be transferred to and shall be assumed by and shall vest absolutely and exclusively without recourse in Residual Co.
 - (b) All right, title, and interest of Genesis in and to the Excluded Assets (if any) shall be transferred to and shall vest absolutely and exclusively in Residual Co.
 - (c) All Excluded Liabilities shall be irrevocably and forever expunged, released and discharged as against the Purchaser, the Debtors and the Retained Assets.
 - (d) All right, title and interest in and to the Purchased Shares, shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interest, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (i) any encumbrances or charges created by the Receivership Order;
 - (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
 - (iii) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
 - (iv) those Claims listed in Schedule "B" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the

permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "C" (collectively, "**Permitted Encumbrances**").

- (e) All Claims and Encumbrances, other than the Permitted Encumbrances, affecting or relating to the Purchased Shares shall be, and are hereby, expunged, discharged, and terminated as against the Purchased Shares.

5. As of the Effective Time:

- (a) Genesis shall continue to hold all right, title, and interest in and to the Retained Assets, free and clear of all Excluded Liabilities.
- (b) The Retained Liabilities and Retained Contracts shall remain with Genesis as provided for in the SPA.
- (c) Genesis shall be deemed to have disposed of the Excluded Assets (if any) and shall have no right, title or interest in or to any of the Excluded Assets.

6. For greater certainty, any person that, prior to the Effective Time:

- (a) had a Claim or Encumbrance in respect of the Excluded Liabilities (but specifically excluding the Retained Liabilities and Permitted Encumbrances) against Genesis or its assets, properties or undertakings, shall, as of the Effective Time, no longer have any such Claim or Encumbrance in respect of the Excluded Liabilities as against or in respect of Genesis or the Retained Assets, but shall have an equivalent Claim or Encumbrance, as applicable, against the Excluded Assets (if any) and Residual Co., with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to Residual Co. Nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Claim or Encumbrance of any person as against the Excluded Assets (if any); and
- (b) had a Claim or Encumbrance against the Purchased Shares, shall, as of the Effective Time, no longer have any such Claim or Encumbrance as against the Purchased Shares other than with respect to Permitted Encumbrances, but shall have an equivalent Claim or Encumbrance, as applicable, against the net proceeds from the sale of the Purchased Shares with the same priority as they had with respect to the Purchased Shares immediately prior to the sale, as if the Transactions had not been

consummated and the Purchased Shares remained in the possession or control of 965 Alberta.

7. From and after the Effective Time, the Purchaser and/or the Receiver shall be authorized to take all steps as may be necessary to effect the discharge and release:
 - (a) as against Genesis and the Retained Assets, all of the Excluded Liabilities that are transferred to and vested in Residual Co. pursuant to this Order; and
 - (b) as against 965 Alberta, all of Claims and Encumbrances, other than Permitted Encumbrances, with respect to the Purchased Shares.

8. From and after the Effective Time and notwithstanding Genesis ceasing to be a Respondent in this Action and/or any discharge of the Receiver, the Receiver (or any successor in interest thereto and any licensed insolvency trustee appointed in respect of Residual Co.) shall be authorized to take all steps as may be necessary to uphold any and all obligations arising from the *Wage Earner Protection Program Act*, SC 2005, c 47 ("**WEPPA**"), including: (i) working with Genesis' management to identify Non-Retained Employees; (ii) working with Genesis' management to determine the amounts owed to Non-Retained Employees; (iii) providing Service Canada and Non-Retained Employees with information necessary to establish eligibility for payment pursuant to WEPPA; and (iv) administering the WEPPA claims process generally.

REMOVAL OF GENESIS FROM THESE PROCEEDINGS AND RECEIVER'S DISCHARGE OVER GENESIS

9. As of the Effective Time, Genesis shall cease to be a Respondent in this Action and shall be released from the scope and effect of the Receivership Order and all other orders of this Court granted in these proceedings.

10. The style of cause in these proceedings shall be amended to delete Genesis Integration Inc. as Respondent.

11. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof as against Genesis, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings as against Genesis, save and except for any liability arising out of any

fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing, any claims against the Receiver in connection with the performance of its duties as against Genesis are hereby stayed, extinguished and forever barred.

12. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver of Genesis, except with prior leave of this Court on notice to the Receiver, and upon such terms as this Court may direct.
13. As of the Effective Time, the Receiver shall be discharged as Receiver of Genesis, provided however, that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership of Genesis; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.

RELEASES

14. Except as expressly provided for in the SPA, the Purchaser shall not, by completion of the Transactions, have liability of any kind whatsoever in respect of any Claims or Encumbrances against the Debtors.
15. Except as expressly provided for in the SPA, the Debtors shall not, by completion of the Transactions, have liability of any kind whatsoever in respect of any Excluded Liabilities.
16. Except as expressly provided for in the SPA, the Debtors shall not, by completion of the Transactions, have liability of any kind whatsoever in respect of any Excluded Contracts.
17. From and after the Effective Time, all persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing, or continuing any steps or proceedings, or relying on any rights, remedies, claims or benefits in respect of or against the Receiver, the Purchaser, the Debtors, the Purchased Shares or the Retained Assets, in any way relating to, arising from or in respect of:
 - (a) other than with respect to Permitted Encumbrances, any and all Claims or Encumbrances against or relating to the Debtors existing immediately prior to the Effective Time, other than in relation to the Retained Liabilities and Retained Contracts;
 - (b) the insolvency of the Debtors prior to the Effective Time;

- (c) the commencement or existence of these receivership proceedings; or
 - (d) the completion of the Transactions.
18. Except to the extent expressly contemplated by the SPA, upon delivery of the Receiver's Certificate, all Retained Contracts will be and remain in full force and effect upon and following delivery of the Receiver's Certificate and no Person who is a party to any such Retained Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of
- (a) any event that occurred on or prior to the delivery of the Receiver's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies;
 - (b) the insolvency of any Debtor or the fact that the Debtors are or were in receivership;
 - (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the SPA, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
 - (d) any transfer or assignment, or any change of control of the Purchased Entity arising from the implementation of the SPA, the Transactions or the provisions of this Order.

MISCELLANEOUS MATTERS

19. The Receiver is directed to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof to the Purchaser.
20. Notwithstanding:
- (a) the pendency of these proceedings;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3, as amended (the "**BIA**"), and any bankruptcy order issued pursuant to any such applications; and
 - (c) the provisions of any federal or provincial statute:

the vesting of the Purchased Shares and the implementation of the Transactions shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Debtors and/or Residual Co. and shall not be void or voidable by creditors of the Debtors or Residual Co., nor shall it constitute nor be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transactions under the BIA or any other applicable federal or provincial legislation or at common law, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

21. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transactions.
22. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the 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 order and to provide such assistance to the Receiver, as an officer of the 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.
23. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the SPA and all amendments thereto, in connection with any dispute involving the Debtors and to adjudicate, if necessary, any disputes concerning the Debtors related in any way to the Transactions.
24. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:
<https://www.ksvadvisory.com/experience/case/genesis-integration-inc>,

and service on any other person is hereby dispensed with.

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



Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

FORM OF RECEIVER'S CERTIFICATE

COURT FILE NUMBER 2201 - 10223

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT CORTLAND CREDIT LENDING CORPORATION

RESPONDENTS GENESIS INTEGRATION INC. AND 965591 ALBERTA LTD.

DOCUMENT **RECEIVER'S CERTIFICATE**

PARTY FILING THIS DOCUMENT KSV RESTRUCTURING INC.

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTIES FILING THIS DOCUMENT DENTONS CANADA LLP
BANKERS COURT
15TH FLOOR, 850 – 2ND STREET SW

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RECITALS

- A. Pursuant to an Order of The Honourable D.B. Nixon of the Court of King's Bench of Alberta (the "**Court**"), dated September 13, 2022, KSV Restructuring Inc. was appointed receiver (in such capacity, the "**Receiver**") of all current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situate of Genesis Integration Inc. and 965591 Alberta Ltd. (collectively, the "**Debtors**").
- B. Pursuant to an Approval and Reverse Vesting Order granted by The Honourable D.B. Nixon, on September 13, 2022 (the "**Order**"), the Court approved a share purchase agreement (the

"SPA") between the Receiver and Sequent AI Exchangeco Limited (the "Purchaser"), dated July 25, 2022. This Receiver's Certificate is the certificate referred to in paragraph [4] of the Order.

- C. Capitalized terms used but not otherwise defined herein shall have the meanings set out in the SPA.

SCHEDULE "B"

ENCUMBRANCES

Alberta Personal Property Security Act:

1. Nil.

Ontario Personal Property Security Act:

1. Nil.

British Columbia Personal Property Security Act:

1. Nil.

SCHEDULE "C"

PERMITTED ENCUMBRANCES

Alberta Personal Property Security Act:

1. The security evidenced by registration number 19031326829 in favour of The Bank of Nova Scotia against a motor vehicle owned by Genesis.
2. The security evidenced by registration number 20013004429 in favour of Crestron Electronics, Inc. against the collateral of Genesis.
3. The security evidenced by registration number 20121510597 in favour of Cortland Credit Lending Corporation against the collateral of Genesis.

Ontario Personal Property Security Act:

1. The security evidenced by registration number 20201215 0930 1862 7125 in favour of Cortland Credit Lending Corporation, as agent against the collateral of Genesis.

British Columbia Personal Property Security Act:

1. The security evidenced by registration number 654867M in favor of Cortland Credit Lending Corporation, as agent against the collateral of Genesis.
2. The security evidenced by registration number 654917M in favour Cortland Credit Lending Corporation, as agent against the collateral of 965 Alberta.
3. The security evidenced by registration number 654811M in favour of Cortland Credit Lending Corporation, as agent against the collateral of FC Canada UV Solutions Inc.
4. The security evidenced by registration numbers 294509K, 294550K, 349827K, 032065L, 798721L and 798899L in favour of Meridian Onecap Credit Corp. as agent against the collateral of Fusion Cine Sales & Rentals Inc.
5. The security evidenced by registration number 982114L in favour of De Lage Landen Financial Services Canada Inc. as agent against the collateral of Fusion Cine Sales & Rentals Inc.
6. The security evidenced by registration number 654836M in favour of Cortland Credit Lending Corporation, as agent against the collateral of Fusion Cine Sales & Rentals Inc.