

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE *Mr.*

) MONDAY, THE 25TH

MAD
JUSTICE *Penny*

)

) DAY OF FEBRUARY, 2019

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
**STANTIVE TECHNOLOGIES GROUP INC., 2441808 ONTARIO INC., 2509876
ONTARIO INC., AND 1940857 ALBERTA LTD.**



APPROVAL AND VESTING ORDER

THIS MOTION, made by Stantive Technologies Group Inc. ("**Stantive**"), 2441808 Ontario Inc., 2509876 Ontario Inc., and 1940857 Alberta Ltd. (collectively with Stantive, the "**Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between Stantive (in such capacity, the "**Seller**") and Bridgeline Digital, Inc. or its permitted assign or nominee (the "**Purchaser**") dated February 8, 2019 (the "**Sale Agreement**"), vesting in the Purchaser all of the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Douglas Girvin sworn on February 21, 2018 and the Exhibits thereto (the "**Girvin Affidavit**"), and on hearing the submissions of counsel for Debtors, counsel for the Purchaser, the Monitor and all other parties listed on the

Counsel Slip, no one appearing for any other person, although duly served as it appears from the Affidavit of Service of Owen Gaffney sworn February 21, 2019;

DEFINITIONS

1. **THIS COURT ORDERS** that any capitalized term not otherwise defined herein has the meaning attributed to it in the Sale Agreement.

SERVICE

2. **THIS COURT ORDERS** that the time for service of this Motion and the Motion Record herein is abridged and service is validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

THE SALE TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by Stantive is hereby authorized and approved, with such minor amendments as Stantive may deem necessary. The Debtors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies,

charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated November 14, 2018 (the “**DIP Order**”) in connection with Stantive’s proposal proceedings (the “**NOI Proceedings**”) pursuant to s. 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal or real property registry system (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that (i) on or after Closing, Stantive is hereby authorized, directed and permitted to execute and file articles of amendment or such other documents or instruments as may be required (including any necessary corporate resolutions) to change the legal name of Stantive, and such articles, documents or other instruments (including any necessary corporate resolutions) and shall be deemed to be duly authorized, valid and effective and shall be accepted by the Director, as defined in, and appointed under the Ontario *Business Corporations Act*, without the requirement (if any) of obtaining director, partner or shareholder approval pursuant to any federal or provincial legislation, (ii) any third party requirements, required consents or solvency requirement pursuant to any federal or provincial legislation relating to same shall be waived and (iii) upon the official change of the legal name of Stantive, the name of Stantive in the within title of proceedings shall be deleted and replaced with the new legal name

of Stantive, and any document filed thereafter in these proceedings (other than the Monitor's Certificate) shall be filed using such revised title of proceedings.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Debtors are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

9. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtors;

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

ASSIGNMENT OF AGREEMENTS

10. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate:

(a) all of the rights and obligations of Stantive under the agreements set out in Schedule "B" hereto, which are Assumed Contracts under the Sale Agreement (the "**Assigned Contracts**") shall be assigned to and assumed by the Purchaser, or such party as the Purchaser may designate prior to Closing (provided, however, that such designated party agrees to be bound by the terms of such Assigned Contracts and the Purchaser is not released from any obligations or liability thereunder), pursuant to section 11.3 of the CCAA and such assignment is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition contained in any such Assigned

Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment, and;

(b) the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action, by reason of:

(i) any defaults arising from the insolvency of Stantive or its affiliates;

(ii) the commencement of the NOI Proceedings or these CCAA proceedings;

(iii) any failure of Stantive to perform a non-monetary obligation under the Assigned Contract, unless (A) such non-monetary default arises or continues after the filing of the Monitor's Certificate, (B) such non-monetary default is capable of being cured by the Purchaser and (C) the Purchaser has failed to remedy the default after having received notice of such default pursuant to the terms of the Assigned Contract;

(iv) any restriction, condition or prohibition contained in any such Assigned Contract relating to the assignment thereof or any change in control; or

(v) the Transaction or any parts thereof (including for greater certainty, the assignment of the Assigned Contracts pursuant to this Order);

and are hereby deemed to waive any defaults relating thereto. For greater certainty, and without limiting the foregoing, no counterparty to an Assigned Contract shall rely on a notice of default sent prior to the filing of the Monitor's Certificate to terminate an Assigned Contract.

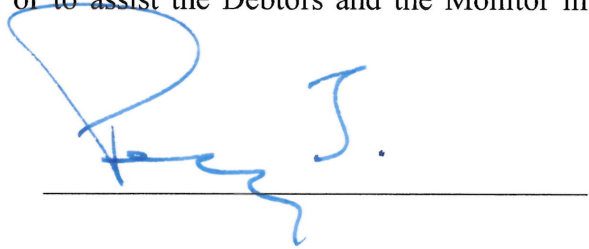
11. **THIS COURT ORDERS** that with respect to the Assigned Contracts that are real property leases (the “**Real Property Leases**”), upon delivery of the Monitor’s Certificate, the Purchaser shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Real Property Leases and registrations thereof and may enter into and upon and hold and enjoy such premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Debtors or the landlords under the Real Property Leases or any claiming person through or under any of the Debtors or the landlords under the Real Property Leases.

12. **THIS COURT ORDERS** that, in addition to all obligations under an Assigned Contract arising from and after the Closing Date, for which the Purchaser shall be liable, the Purchaser shall be liable for and shall timely pay to the counterparty under such Assigned Contract the Cure Costs (as defined below), if any, in respect of such Assigned Contract on the Closing Date or such later date as may be agreed to by Stantive and the counterparty. For the purposes of this paragraph, “**Cure Costs**” means monetary defaults in relation to an Assigned Contract, if any, other than payment obligations that arise solely by reason of (i) the insolvency of Stantive or its affiliates, (ii) the commencement of the NOI Proceedings or these CCAA proceedings, or (iii) any failure of Stantive to perform a non-monetary obligation under such Assigned Contract, which shall be in an amount agreed to by Stantive (in consultation with the Purchaser), the Monitor, and the counterparty to such Assigned Contract or as otherwise determined by further order of the Court.

13. **THIS COURT ORDERS** the Monitor, on behalf of the Seller, to send a copy of this Order to all of the counterparties to the Assigned Contracts.

GENERAL

14. **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 Debtors and the Monitor 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 Debtors and the Monitor as may be necessary or desirable to give effect to this Order or to assist the Debtors and the Monitor in carrying out the terms of this Order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

FEB 25 2019

PER / PAR: 

SCHEDULE "A" – Form of Monitor's Certificate

Court File No. CV-19-00614838-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
**STANTIVE TECHNOLOGIES GROUP INC., 2441808 ONTARIO INC., 2509876
ONTARIO INC., AND 1940857 ALBERTA LTD.**

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (Commercial List)(the "**Court**") dated [DATE OF ORDER], Stantive Technologies Group Inc. ("**Stantive**"), 2441808 Ontario Inc., 2509876 Ontario Inc. and 1940857 Alberta Ltd. (collectively with Stantive, the "**Debtors**") filed for and obtained protection from their creditors pursuant to the *Companies' Creditors Arrangement Act* (Canada) and Ernst & Young Inc. was appointed as the Monitor of the Debtors (the "**Monitor**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of February 8, 2019 (the "**Sale Agreement**") between Stantive and Bridgeline Digital, Inc. or its permitted assign or nominee (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 7.1, 7.2 and 7.3 of the Sale Agreement have been satisfied or waived by the Stantive and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

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

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and Stantive has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 7.1, 7.2 and 7.3 of the Sale Agreement have been satisfied or waived by Stantive and the Purchaser, as applicable; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**ERNST & YOUNG INC., in its capacity as
Monitor of the undertaking, property and
assets of STANTIVE TECHNOLOGIES
GROUP INC., 2441808 ONTARIO INC.,
2509876 ONTARIO INC., AND 1940857
ALBERTA LTD. and not in its personal or
corporate capacity**

Per: _____

Name:

Title:

Schedule "B" - Assigned Contracts

1. Enterprise License Agreement dated June 14, 2016, between Stantive Technologies Group Inc. and AmerisourceBergen Services Corporation
2. Hosting Services Agreement dated March 6, 2014, between Stantive Technologies Group Inc. and CVS Pharmacy, Inc.
3. Master Subscription Agreement dated March 26, 2018 between Stantive Technologies Group Inc and Toyota Motor North America, Inc.
4. Software as a Service Participation Agreement dated June 1, 2017, between Stantive Technologies Group Inc. and Deloitte Touche Tohmatsu Services, Inc.
5. Enterprise License Agreement dated February 15, 2015, between Stantive Technologies Group Inc. and The Lincoln National Life Insurance Company
6. Enterprise License Agreement dated August 29, 2014, between Stantive Technologies Group Inc. and Astrazeneca Pharmaceuticals LP
7. Master IT Services Agreement dated November 5, 2014, between Stantive Technologies Group Inc and Husky Oil Operations Limited, as extended by the License Agreement extension effective January 1, 2019
8. Three-Party Master Depositor Escrow Service Agreement dated December 16, 2014, between Stantive Technologies Group Inc. and Iron Mountain Intellectual Property Management, Inc.
9. ISVForce Reseller Agreement dated December 18, 2014, as amended, between Stantive Technologies Group Inc. and SalesForce.com, Inc.
10. Office Building Lease dated ^{January 15, 2014} ~~March 24, 2015~~, between Stantive Technologies Group and C.J.M. Blommestyn Construction Limited

MAP

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER
OF A PLAN OF COMPROMISE OR ARRANGEMENT OF STANTIVE TECHNOLOGIES GROUP INC., 2441808 ONTARIO INC., 2509876
ONTARIO INC., AND 1940857 ALBERTA LTD.

Court File No. CV-19-00614838-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

APPROVAL AND VESTING ORDER

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