



COURT FILE NUMBER 2001-05949
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

PROCEEDINGS IN THE MATTER OF THE RECEIVERSHIP OF BOS
SOLUTIONS LTD., BOS SOLUTIONS INC., BOS
LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC.,
and BOS USHOLDCO INC.

APPLICANT ERNST & YOUNG INC., in its capacity as Court-appointed
Receiver of the current and future assets, undertakings
and properties of BOS Solutions Ltd., BOS Solutions Inc.,
BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and
BOS USHoldCo Inc.

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

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT BLAKE, CASSELS & GRAYDON LLP
3500, 855 – 2nd Street SW
Calgary, Alberta T2P 4J8

Attention: Kelly J. Bourassa /
Amanda G. Manasterski

I hereby certify this to be a true copy of
the original Order

Telephone: 403-260-9697 /
403-260-9756
Facsimile: 403-260-9700

Dated this 19 day of August 2020

Email: kelly.bourassa@blakes.com /
amanda.manasterski@blakes.com

El Kay
for Clerk of the Court

File Ref.: 8431/1363

DATE ON WHICH ORDER WAS PRONOUNCED: August 19, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY

JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON THE APPLICATION by Ernst & Young Inc., in its capacity as Court-appointed receiver and manager (the "**Receiver**") of the current and future assets, undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc. (the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Stage 3 Separation, LLC, and an entity to be formed under the laws of Canada or a province thereof (collectively, the "**Purchaser**"), dated August 10, 2020, as amended by the amending agreement dated effective as of August 12, 2020 between the Receiver and the Purchaser (collectively, the "**Sale Agreement**"), and vesting in the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.), the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the order granted by the Honourable Justice P.R. Jeffrey dated May 4, 2020, filed (the "**Receivership Order**"); **AND UPON** having read the second report of the Receiver dated August 10, 2020 (the "**Second Report**"), filed; **AND UPON** having read the Receiver's supplement to the Second Report dated August 18, 2020 (the "**Supplemental Report**"), filed; **AND UPON** having read the affidavit of service of Breanne Mezei (the "**Affidavit of Service**"), filed; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, and any other parties present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. 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 TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps, perform, consummate, implement, execute and deliver such additional documents,

including conveyance documents, bills of sale, assignments, transfers, deeds, representations, indicia of title, tax elections, documents and instructions of whatsoever nature or kind as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) in accordance with the terms of the Sale Agreement.

3. The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtors and their stakeholders. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sale Agreement.

VESTING OF PROPERTY

4. Upon delivery of a Receiver's certificate to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Vendor's and the Debtors' right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.), free and clear of and from any and all caveats, security interests, 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:
 - (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, liens, security interests or claims, whether evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the Uniform Commercial Code (United States) or any other personal or real property registry system, or otherwise;
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or any other builders', mechanics', garagekeeper's lien act or similar statute; and
 - (d) those Claims listed in **Schedule "B"** hereto

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (collectively, "**Permitted Encumbrances**"),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its Canadian nominee, Stage 3 Separation Canada Inc., clear title to the Purchased Assets subject only to Permitted Encumbrances.
6. The aid and assistance of the officials of the public registries of any province or territory in Canada or in the United States is requested to give effect to this Order by transferring each of the registrations identified in the Sale Agreement to the name of the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.), namely, the Registrars of the Alberta Personal Property Registry, the Saskatchewan Personal Property Registry, the British Columbia Personal Property Registry, and the Ontario Personal Property Registry (collectively, the "**PPR Registrars**") shall and are hereby directed to forthwith cancel and discharge any registrations at its respective Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-numbered goods.
7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge

registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8. The Receiver is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges listed in Schedule "B", and the PPR Registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations. The Receiver is hereby authorized to file discharges of same forthwith after the filing of the Receiver's Closing Certificate.
9. No authorization, approval or other action by and no notice to or filing with any Governmental Authorities or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may only be asserted against the net proceeds from 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
11. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtors.

12. Upon completion of the Transaction and issuance of the Receiver's Closing Certificate, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.).
13. The Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
14. Immediately upon closing of the Transaction and issuance of the Receiver's Closing Certificate, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.).
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) 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) to which the Debtors were entitled.

MISCELLANEOUS MATTERS

17. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), or United States Bankruptcy Code, in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) 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 transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, 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.

18. The Receiver, the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) 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 Transaction.
19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in any of its provinces or territories, in the United States, 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.

20. 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:

www.ey.com/ca/BOSSolutions

and service on any other person is hereby dispensed with.

21. 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.



J.C.Q.B.A

Schedule "A"

Receiver's Closing Certificate

COURT FILE NUMBER	2001-05949
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE RECEIVERSHIP OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC., and BOS USHOLDCO INC.
APPLICANT	ERNST & YOUNG INC., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc.
DOCUMENT	RECEIVER'S CLOSING CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2 nd Street SW Calgary, Alberta T2P 4J8 Attention: Kelly J. Bourassa / Amanda G. Manasterski Telephone: 403-260-9697 / 403-260-9756 Facsimile: 403-260-9700 Email: kelly.bourassa@blakes.com / amanda.manasterski@blakes.com File Ref.: 8431/1363

RECITALS

- A. Pursuant to an Order of the Honourable Justice P.R. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated May 4, 2020, Ernst & Young Inc. was appointed as the receiver and manager (the "Receiver") of the current and future assets,

undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc. (the "**Debtors**").

- B. Pursuant to an Order of the Court dated August 19, 2020 the Court approved the agreement of purchase and sale made as of August 10, 2020 between the Receiver and Stage 3 Separation, LLC, and an entity to be formed under the laws of Canada or a province thereof (collectively, the "**Purchaser**"), as amended by the amending agreement dated effective as of August 12, 2020 between the Receiver and the Purchaser (collectively, the "**Sale Agreement**"), 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 Receiver 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 the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.); and
3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ on _____.

Ernst & Young Inc., in its capacity as receiver and manager of the current and future assets, undertakings and properties of **BOS Solutions Ltd.**, **BOS Solutions Inc.**, **BOS LeaseCo LLC**, **BOS Solutions Real Estate Inc.**, and **BOS USHoldCo Inc.**, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B": Encumbrances to be Discharged

The Purchased Assets shall be conveyed to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) free and clear of all Encumbrances (other than Permitted Encumbrances) (each as defined in the Sale Agreement), including without limitation the following:

Canadian Encumbrances to be Discharged

Alberta

Registration Number	Registration Date	Registering Party	Nature of Registration
03092920663	2003-Sep-29	National Bank of Canada, as Agent	Land Charge
08101617453	2008-Oct-16	National Bank of Canada, as Agent	Security Agreement
19112819720	2019-Nov-28	National Bank of Canada, as Agent	Security Agreement
20061707521	2020-June-17	Workers' Compensation Board/Collection Unit	Workers' Compensation Board Charge

British Columbia

Registration Number	Registration Date	Registering Party	Nature of Registration
122703G	2011-May-02	National Bank of Canada, as Agent	Security Agreement
115074J	2016-Feb-16	Element Fleet Management Inc.	Security Agreement

Saskatchewan

Registration Number	Registration Date	Registering Party	Nature of Registration
300389354	2008-Oct-24	National Bank of Canada, as Agent	Security Agreement

Ontario

Registration Number	Registration Date	Registering Party	Nature of Registration
File No.: 763869798 20200720 1604 9234 2533	2020-July-20	National Bank of Canada, as Agent	PPSA Financing Statement / Claim for Lien
File No.: 732723444 20171006 1407 1462 1526	2017-Oct-06	Element Fleet Management Inc.	PPSA Financing Statement / Claim for Lien

U.S. Encumbrances to be DischargedColorado

Registration Number	Registration Date	Debtor	Registering Party	Nature of Registration
2011F020120	May 4, 2011	BOS Solutions, Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement
20182087478	October 1, 2018	BOS Solutions, Inc.	National Bank of Canada	UCC-1 Financing Statement
20192005828	January 18, 2019	BOS Solutions, Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement
20192005834	January 18, 2019	BOS Solutions, Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement

2011F020122	May 4, 2011	BOS Solutions Real Estate, Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement
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Delaware

Registration Number	Registration Date	Debtor	Registering Party	Nature of Registration
20111667917	May 4, 2011	BOS LeaseCo LLC	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement
20111667800	May 4, 2011	BOS USHoldco Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement

Schedule "C": Permitted Encumbrances

At the closing of the Transaction, the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) will be conveyed clear title to the Purchased Assets subject to the Permitted Encumbrances as set forth in the Sale Agreement in the definition of "Permitted Encumbrances".