



and further that any requirement for service of the Notice of Application is hereby dispensed with.

## SALE APPROVAL

2. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated February 25, 2025 (the "**Sale Agreement**") between the Trustee and Recruiter.com Ventures Inc. (the "**Purchaser**"), a copy of which is attached as Appendix "E" to the Report, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Trustee is hereby authorized and approved, and the Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").
3. Upon delivery by the Trustee to the Purchaser of a certificate substantially in the form attached as Schedule "B" hereto (the "**Trustee's Certificate**"), all of the Companies' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, 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) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system; and (ii) those Claims listed on Schedule "C" hereto (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.
4. 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 from and after the delivery of the Trustee's Certificate all Claims 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 had possession or control immediately prior to the sale.

5. The Trustee is to file with the Court a copy of the Trustee's Certificate forthwith after delivery thereof.
6. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Trustee is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Companies' 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 Companies.
7. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by the Trustee to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
8. The Trustee, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court, provided that the Closing Date occurs within 10 days of the date of this Order.
9. The vesting of the Purchased Assets in the Purchaser pursuant to this Order shall not be void or voidable by creditors of the Companies, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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.

## General

10. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign courts, tribunal, regulatory or administrative bodies, including any court or administrative tribunal of any federal or State Court or administrative body in the United States of America (each a “**Foreign Court**”) to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Trustee in any foreign proceeding, or to assist the Trustee and its agents in carrying out the terms of this Order.
11. The Trustee shall 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 the Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purposes of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Companies to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. § § 101-1532 as amended.
12. THIS COURT DECLARES that, without prejudice to the determination to be made by any Foreign Court as to the companies’ centre of main interest, this Court has jurisdiction over the Companies on the basis that the Companies’ centre of main interest is Vancouver, British Columbia, Canada.
13. The Trustee or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
14. Endorsement of this Order by counsel appearing on this application other than counsel for the Trustee is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.

  
\_\_\_\_\_  
Signature of Kibben Jackson

*For* Lawyer for the Trustee

By the Court

  
\_\_\_\_\_  
Registrar IN BANKRUPTCY

*For*  
CHECKED  
*kb*

**Schedule "A"**

**LIST OF COUNSEL**

<b>Litigant/Party Name</b>	<b>Person Represented</b>
Bryan Gibbons	Recruiter.com Ventures Inc.



**Schedule "B"**

**FORM OF TRUSTEE'S CERTIFICATE**

Province of British Columbia  
Bankruptcy Division  
Vancouver Registry

Court No. B-250050  
Estate No. 11-3171493  
11-3171491

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF  
BENCH ACCOUNTING, INC. AND 10SHEET SERVICES INC.**

**TRUSTEE'S CERTIFICATE**

1. Capitalized terms used but not otherwise defined in this Trustee's Certificate shall have the meanings given to them in the order of the Supreme Court of British Columbia (the "**Court**") pronounced on March [■], 2025 (the "**Approval and Vesting Order**") and the Asset Purchase Agreement dated February 25, 2025 (the "**Sale Agreement**") between KSV Restructuring Inc., in its capacity as trustee in bankruptcy (the "**Trustee**") of Bench Accounting, Inc. ("**Bench**") and 10Sheet Services Inc. ("**10Sheet**", and together with Bench, the "**Companies**") and Recruiter.com Ventures Inc. (the "**Purchaser**").
2. Pursuant to the Approval and Vesting Order, the court ordered that all of the right, title and interest of the Companies in and to the Purchased Assets shall vest in the Purchaser effective upon, among other things, delivery by the Trustee of this Trustee's Certificate to the Purchaser.

**THE TRUSTEE HEREBY CERTIFIES as follows:**

1. The Companies and the Purchaser have each delivered written notice to the Trustee that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable.
2. The Trustee has received the full amount of the Purchase Price under the Sale Agreement.
3. Except for delivery of this Trustee's Certificate, all of the transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [ ] day of [ ],  
2025

**KSV RESTRUCTURING INC.**, in its capacity  
as trustee in bankruptcy of Bench Accounting,  
Inc. and 10Sheet Services Inc., and not in its  
personal or corporate capacity

Per: \_\_\_\_\_

Name:

Title:



**Schedule "C"**

**CLAIMS TO BE DELETED/EXPUNGED**

NIL.