



Province of British Columbia
Bankruptcy Division
Vancouver Registry

Court No. B-250050
Estate Nos. 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.**

NOTICE OF APPLICATION

Name of applicant: KSV Restructuring Inc. (“KSV”), in its capacity as licensed insolvency trustee of Bench Accounting, Inc. and 10Sheet Services Inc. (in such capacity, the “Trustee”).

To: The parties listed in the service list attached hereto as Schedule “A”

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at 880 Smithe Street, Vancouver, British Columbia on March 13, 2025 at 9:45 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 30 minutes.

- This matter is within the jurisdiction of an associate judge.
- This matter is not within the jurisdiction of an associate judge.

Part 1 ORDERS SOUGHT

1. An order (the “AVO”), in substantially the form attached hereto as Schedule “B”:
 - (a) approving the transaction contemplated by the asset purchase agreement dated February 25, 2025 (the “APA”) between the Trustee, as vendor, and Recruiter.com Ventures Inc. (“Recruiter”), as purchaser, for substantially all of the assets, property and undertakings of Bench Accounting, Inc. (“Bench”) and 10Sheet Services Inc. (“10Sheet”, and together with Bench, the “Companies”);

- (b) authorizing and empowering the Trustee to apply to any court, wherever located, for recognition of these proceedings and enforcement of this and further orders of this Honourable Court in a jurisdiction outside of Canada,
 - (c) authorizing and empowering the Trustee to act as the foreign representative of these proceedings to apply to the United States Bankruptcy Court (the “**US Court**”) for relief pursuant to Chapter 15 of title 11 of the *United States Code*, 11 U.S.C. §§ 101-1532 (the “**Chapter 15 Proceedings**”); and
 - (d) declaring that the Companies’ centre of main interest (“**COMI**”) is Vancouver, British Columbia, Canada.
2. Such further and other relief as counsel may advise and as this Honourable Court may deem just.

Part 2 FACTUAL BASIS

1. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the First Report of the Trustee dated March 5, 2025 (the “**First Report**”).

Background

2. On January 7, 2025 (the “**Filing Date**”), the Companies filed assignments in bankruptcy pursuant to section 49 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”). The Trustee was appointed the Licensed Insolvency Trustee for both Companies, which appointment was affirmed at the first meetings of creditors on January 27, 2025.
3. Prior to the Filing Date, the Companies provided accounting, bookkeeping, tax, and other financial services through the “Bench” name to customers across North America.
4. Bench is a Delaware company. Its subsidiary, 10Sheet, was incorporated under the *Canada Business Corporations Act*.
5. The Companies’ head office was located in Vancouver, British Columbia.

6. As of the Filing Date, the Companies had over 10,000 customers, substantially all of which contracted with Bench, and approximately 413 employees, substantially all of which were employed by 10Sheet.
7. For a number of years, the Companies faced severe liquidity issues. As of the Filing Date, the Companies had assets of USD \$5.1 million and liabilities amounting to USD \$51.5 million, with an accumulated deficit of USD \$146 million.

Pre-Bankruptcy Sale Efforts

8. In late November 2024, the Companies informed National Bank of Canada (“NBC”), the Companies senior secured creditor, of their projected cash shortfall as at mid-December 2024. NBC engaged KSV as their financial advisor, who confirmed that the Companies would run out of liquidity by the end of December 2024 and would need an additional USD \$7.7 million to sustain operations until March 1, 2025. NBC declined to provide the additional funding due to past performance, increased exposure, and the Companies’ projected cash burn rate.
9. Since the Companies’ main assets were intangible, such as their customer base, technology platform, and employees, a going-concern transaction was considered more beneficial than a liquidation in order to maximize recoveries.
10. Consequently, in late 2024, the Companies and iNovia Capital Inc. (“iNovia”), an investor in Bench, with NBC’s consent and KSV’s oversight, initiated a sale process with a bid deadline of December 20, 2024.
11. The sale process involved setting up a virtual data room and NDA for interested parties, drafting a template asset purchase agreement and a transition services agreement to facilitate an expedited closing, and informing participants of the expedited timelines. Despite engaging with 10 parties, only one immaterial offer was received by the bid deadline.

Events Leading to the Transaction

12. On December 27, 2024, the Companies announced their intention to cease operations due to lack of liquidity and terminated all employees.
13. Shortly after, the Companies were approached by 12 interested parties who expressed interest in the Business. Representatives of the Companies, including certain members of the Board of Directors, also reached out to their networks to discuss the opportunity. One of the parties was Recruiter.
14. On December 29, 2024, the Companies issued a Second Bid Letter requiring immediate, binding offers with non-refundable deposits. Recruiter emerged as the lead bidder.
15. Recruiter, Management, and iNovia's representatives, with KSV's oversight, engaged in intensive negotiations, resulting in a binding letter of intent ("**LOI**") dated January 1, 2025, requiring Recruiter to pay a C\$1 million deposit and planning for a February 28, 2025 closing date. The LOI allowed Recruiter to operate the business until closing, during which time they began hiring many of the Companies' former employees in order to minimize customer disruption.
16. On January 17, 2025, the Trustee and Recruiter finalized a transition services agreement to support Recruiter's operations until the closing date.

The APA

17. On February 25, 2025, Recruiter and the Trustee executed the APA, which is conditional on court approvals and contemplates an outside completion date of April 15, 2025. If the transaction fails to close, including if it fails to gain the necessary court approvals, Recruiter must discontinue the business immediately. A copy of the APA is attached to the First Report as Appendix "E".

18. The APA includes the following key-terms:

Purchase Price	C\$13 million, plus the assumption by the Purchaser of the Assumed Liabilities and Cure Costs.
Deposit	C\$1 million, which has been paid in full.
Purchased Assets	<p>Substantially all of the Companies' personal tangible and intangible assets, which are used or held for use in connection with the Business, free and clear of all Encumbrances, including without limitation:</p> <ul style="list-style-type: none"> i. all Assigned Contracts as set out in Schedule A to the APA; ii. each Companies' rights under warranties, indemnities, and all similar rights; iii. originals, or where not available, copies, of all Books and Records; iv. all Intellectual Property owned by each of the Companies and used in connection with the Business, including any registrations related thereto; v. all Accounts Receivable; vi. all Permits and Licenses; vii. the goodwill of the Business, including the right to use the names "Bench" and "10Sheet"; and viii. all other assets of the Companies set forth in Schedule A to the APA.
Excluded Assets	The Purchased Assets do not include the Excluded Contracts and all other assets of the Companies that are not Purchased Assets, including, without limitation, the assets listed in Schedule B to the APA.
Assumed Liabilities	(i) any Cure Costs which are not paid at Closing; and (ii) Liabilities relating to the Purchased Assets and Assigned Contracts, solely in respect of the period from and after the Closing Effective Time and not relating to the period prior to the Closing Effective Time.
Excluded Liabilities	Any Liabilities of the Companies other than the Assumed Liabilities.
Representations and Warranties	Consistent with the terms of a standard insolvency transaction (i.e., on an "as is, where is" basis, with limited representations and warranties).
Closing Date	Five Business Days after obtaining the Recognition Order.

Outside Date	April 15, 2025, unless otherwise agreed by the Vendor and Purchaser.
Conditions to Closing	Among other things: i. the AVO is a final order, i.e. not subject or potentially subject to any appeal; and ii. an order from the US Court enforcing the AVO in the United States (the “ Recognition Order ”) is granted.

19. The Trustee supports the AVO as, among other things, the Transaction provides a going-concern solution for the Companies, the Trustee is strongly of the view that further time spent marketing the Companies’ assets and Business will not result in a superior or any transaction, and the net realizable value of the Companies’ assets outside of the Transaction are projected to be nil, or negative, once costs of realization and professional fees are considered.
20. The Transaction is also supported by Mr. Borch, a representative of NBC and the sole inspector appointed in each of the Companies’ bankruptcies. Mr. Borch voted in favour of resolutions at inspectors’ meetings held in each bankruptcy proceeding to approve the APA and Transaction and to authorize the Trustee to seek approval of the Transaction by the courts.

COMI

21. The Trustee is of the view that Vancouver, BC is the COMI for the Companies for the following reasons:
- (a) the Companies were headquartered in Vancouver, with their only office located at 545 Robson Street in Vancouver;
 - (b) the bankruptcy filings were made in Vancouver and the OSB accepted that Vancouver is the appropriate jurisdiction for the filings, including for convening the first meeting of creditors of each of the Companies;
 - (c) as a result of the bankruptcies, all of the property, assets and undertaking of the Companies vests in the Trustee. From and after the Filing Date, the Trustee is the sole representative of the Companies. KSV, the Trustee, is a Canadian financial advisory practice that focuses on restructuring and insolvency;

- (d) 10Sheet is a Canadian Corporation and was the employer of nearly all of the employees who worked in the Business;
- (e) substantially all administrative and daily operations for the Companies, including accounting, financial reporting, budgeting, treasury and operational oversight, were performed by 10Sheet's employees, including by the VP Finance and Business Operations, the Chief People Officer and the Head of Technology, each of whom was employed by 10Sheet;
- (f) the sole member of the Board of Directors at the Filing Date was Shawn Abbott, a founder of iNovia, a Canadian based venture capital firm which invested in the Companies;
- (g) the Companies' cash management system was managed by employees of 10Sheet;
- (h) the Companies largest creditors are based in Canada, as follows:
 - (i) NBC is a Canadian bank, and its credit agreements are governed by the laws of British Columbia. It is the only creditor with an economic interest in the Transaction;
 - (ii) iNovia, a Canadian venture capital firm, as collateral agent, against each of the Companies in respect of subordinated secured convertible promissory notes issued by the Companies on September 28, 2023 and which had a balance outstanding of approximately US\$5.6 million as of the Filing Date; and
 - (iii) the Companies' largest unsecured creditor, Morguard, is the Companies' Vancouver landlord and is based in Toronto, Ontario;
- (i) the Companies' vendor relationships were managed by 10Sheet's employees;
- (j) the Companies' external auditors are PricewaterhouseCoopers LLP in Canada; and
- (k) the audited financial statements of the Companies are conducted in accordance with Canadian Generally Accepted Accounting Principles.

Foreign Representative

22. The Trustee also seeks an order authorizing the Trustee to act as the Foreign Representative for the Companies, as, among other reasons, the Companies have a number of US-based suppliers and customers, and Recruiter requires that the orders issued in these proceedings be recognized by the US Court in the Chapter 15 Proceedings.

Part 3 LEGAL BASIS

23. The Trustee pleads and relies on:

- (a) section 30(1), 34, 268, and 279 of the BIA;
- (b) the *Supreme Court Civil Rules*;
- (c) the inherent and equitable jurisdiction of this Court; and
- (d) such further and other legal basis and authorities as counsel may advise and this Court may permit.

Approval of the APA

24. Pursuant to subsection 30(1) of the BIA, the Trustee, with the approval of the inspectors, may:

- (a) sell or otherwise dispose of for such price or other consideration as the inspectors may approve all or any part of the property of the bankrupt, including the goodwill of the business, if any, and the book debts due or growing due to the bankrupt, by tender, public auction or private contract, with power to transfer the whole thereof to any person or company, or to sell the same in parcels.

BIA, ss. 30(1)(a).

25. When the Court is asked to approve a transaction in a distressed scenario, the Courts commonly consider the following principles (collectively, the “**Soundair Principles**”):

- (a) whether the party made a sufficient effort to obtain the best price and to not act improvidently;
- (b) the interests of all parties;
- (c) the efficacy and integrity of the process by which the party obtained offers; and
- (d) whether the working out of the process was unfair.

Royal Bank of Canada v. Soundair Corp. (1991), 4 O.R. (3d) 1 (ONCA) at para. 16.

26. Provided the price is accurate, proper efforts have been made to get offers and there is no other good reason to reject an offer, the court should approve the sale.

Re Gray (1992), 16 C.B.R. (3d) (BCCA) at para. 8.

27. The Trustee submits that the transaction contemplated by the APA should be approved by the court for the following reasons:

- (a) it is a condition of the APA that the Transaction be approved by this Court, and that the US Court recognize the AVO;
- (b) the Companies, in consultation with their most significant financial stakeholder, NBC, worked diligently and in good faith to attempt to sell the business pursuant to the Sale Process, which was ultimately unsuccessful;
- (c) KSV, NBC's advisor, worked with, oversaw and had input into the Sale Process, and ultimately, the LOI. KSV, as Trustee, negotiated the APA and the TSA;
- (d) Mr. Borch, the inspector for the Companies, approved the APA and the Transaction and authorized the Trustee to seek court approval of the Transaction;
- (e) the net realizable value of the Companies' assets outside of the Transaction are projected to be nil, or negative, once costs of realization and professional fees are considered;
- (f) the Transaction provides a going-concern solution for the Companies, which results in job opportunities for a large number of the Companies' employees and provides the Companies' customers with the opportunity to avoid disruption in their accounting and bookkeeping services by working with Recruiter; and
- (g) the Trustee is strongly of the view that further time spent marketing the Companies' assets and Business will not result in a superior or any transaction.

COMI

28. A foreign main proceeding is defined in section 268(1) as a foreign proceeding in a jurisdiction where the debtor company has the centre of its main interests. Section 268(2) provides that in the absence of proof to the contrary, a debtor company's registered office is deemed to be the centre of its main interests.

BIA, s. 268

29. The Trustee respectfully submits that the Companies' COMI is Vancouver, British Columbia for the reasons set out in paragraph 21 above, including that the Companies' headquarters and main office was located in Vancouver.

Foreign Representative

30. Section 279 of the BIA allows any person appointed to act as a representative in insolvency proceedings under the BIA to be authorized by the court to act abroad as a representative in respect of the proceedings.

BIA, s. 279.

31. Bench is a Delaware company and the borrower under the NBC facility, with 10Sheets as guarantor. As the Companies have a significant number of US-based suppliers and customers, Recruiter requires that the AVO be recognized by the US Court.

32. The Trustee intends to forthwith commence the Chapter 15 Proceedings for the purpose of having the US Court recognize the AVO and any other relevant orders issued by the BC Court in these proceedings.

33. The Trustee submits that it is the appropriate person to be appointed as a representative.

Part 4 MATERIAL TO BE RELIED ON

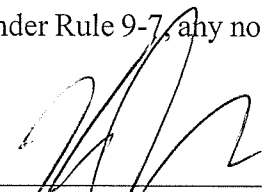
1. First Report of the Trustee, dated March 5, 2025.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;

- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: 10-Mar-2025



Signature of Kibben Jackson
Lawyer for KSV Restructuring Inc.

To be completed by the court only:

Order made

in the terms requested in paragraphs of Part 1 of this Notice of Application

with the following variations and additional terms:

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Date:

.....

Signature of Judge Associate Judge

The Solicitors for KSV Restructuring Inc. are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232 E-mail: kjackson@fasken.com (Reference: Kibben Jackson/267908.00029)

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- none of the above

SCHEDULE "A"

SERVICE LIST

Province of British Columbia
Bankruptcy Division
Vancouver Registry

Court No. B-250050
Estate Nos. 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.

SERVICE LIST

(Last Updated: March 10, 2025)

<p>Fasken Martineau DuMoulin LLP</p> <p>Attention: Kibben Jackson Heidi Esslinger</p> <p>Email: kjackson@fasken.com hesslinger@fasken.com jbeaulieu@fasken.com</p> <p><i>Counsel for the Trustee of Bench Accounting, Inc. and 10Sheet Services Inc.</i></p>	<p>KSV Restructuring Inc.</p> <p>Attention: Bobby Kofman Tony Trifunovic Jason Knight</p> <p>Email: bkofman@ksvadvisory.com ttrifunovic@ksvadvisory.com jknight@ksvadvisory.com</p> <p><i>The Trustee of Bench Accounting, Inc. and 10Sheet Services Inc.</i></p>
<p>Inovia Capital Inc., as collateral agent</p> <p>3 Place Ville Marie, suite 12350 Montreal, QC H3B 0E7</p>	<p>National Bank of Canada</p> <p>805 West Pender Street, 2nd Floor Vancouver, BC V6C 1K6</p>

<p>Lawson Lundell LLP</p> <p>Attention: Bryan Gibbons</p> <p>Email: bgibbons@lawsonlundell.com</p> <p><i>Canadian counsel for Recruiter.com Ventures Inc.</i></p>	
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Email Service List

kjackson@fasken.com; hesslinger@fasken.com; jbeaulieu@fasken.com;
bkofman@ksvadvisory.com; ttrifunovic@ksvadvisory.com; jknight@ksvadvisory.com;
bgibbons@lawsonlundell.com

SCHEDULE "B"

DRAFT ORDER

(see attached)

Province of British Columbia
Bankruptcy Division
Vancouver Registry

Court No. B-250050
Estate Nos. 11-3171493
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**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.

ORDER

BEFORE) THE HONOURABLE) March 13, 2025
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ON THE APPLICATION of KSV Restructuring Inc., in its capacity as licensed insolvency trustee (the “**Trustee**”) of Bench Accounting, Inc. (“**Bench**”) and 10Sheet Services Inc. (“**10Sheet**”, and together with Bench, the “**Companies**”), coming on for hearing on March 13, 2025 at 800 Smithe Street, Vancouver, British Columbia, and on hearing Kibben Jackson and Heidi Esslinger, counsel for the Trustee, and those other counsel listed on Schedule “A” hereto; AND ON READING the pleadings and other materials filed herein, including the First Report of the Trustee dated March 5, 2025 (the “**Report**”); AND pursuant to the *Bankruptcy and Insolvency Act*, as amended (the “**BIA**”), the *Supreme Court Civil Rules* and the equitable and inherent jurisdiction of this Honourable Court:

THIS COURT ORDERS AND DECLARES that:

NOTICE

1. The time for service of the Notice of Application and supporting materials be and is hereby abridged such that the Notice of Application for this Order is properly returnable this day,

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 “D” 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, vacant 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

Lawyer for the Trustee

By the Court

Registrar

Schedule "A"

LIST OF COUNSEL

Litigant/Party Name	Person Represented

Schedule "B"

FORM OF TRUSTEE'S CERTIFICATE

Province of British Columbia
Bankruptcy Division
Vancouver Registry

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