

**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  
IGNITE HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE  
CORPORATION**

Applicants

**MOTION RECORD  
(RE: PRIORITY CLAIMS ORDER)  
(RETURNABLE NOVEMBER 29, 2023)**

November 22, 2023

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TO: THE SERVICE LIST

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
IGNITE HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE  
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Applicants

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# INDEX



**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  
IGNITE HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE  
CORPORATION**

Applicants

**I N D E X**

<b>TAB</b>	<b>DOCUMENT</b>
1.	Notice of Motion, returnable November 29, 2023
2.	Affidavit of Stephen Livingstone, sworn November 22, 2023
A.	Exhibit "A" - Amended and Restated Initial Order dated November 9, 2023
B.	Exhibit "B" - Approval and Reverse Vesting Order dated November 9, 2023
C.	Exhibit "C" – Proposed Reimbursement Agreement
3.	Proposed Priority Claims Order

**TAB 1**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF IGNITE  
HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION

Applicants

**NOTICE OF MOTION  
(Returnable November 29, 2023)  
(Re: Priority Claims Order)**

Ignite Services Inc. ("**Ignite Services**" or the "**Company**"), Ignite Holdings Inc. ("**Ignite Holdings**"), and Ignite Insurance Corporation ("**Ignite Insurance**", and collectively the "**Applicants**" or the "**Companies**") will make a motion before Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) on Wednesday, November 29, 2023 at 10:30 a.m., or as soon after that time as the Motion can be heard.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard:

- In writing under subrule 37.12.1(1);
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location:

**Coordinates to be provided.**

**THE MOTION IS FOR:<sup>1</sup>**

1. Issuance of an order approving the Priority Claims Procedure to identify and resolve claims against the Applicants that may rank in priority to the Senior Secured Obligations owing to Aviva.
2. Such further and other relief as may be requested by the Applicants and as this Honourable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

***Background***

3. The Company carries on business as a digital insurance brokerage for personal, auto commercial, pet, and travel insurance. Through the Company's digital platform and with the support of its broker licensed employees, the Company assists its customers with shopping for and purchasing of various insurance policies from multiple insurance companies.
4. Facing a severe liquidity crisis due to a history of sustained and significant net losses and other industry-specific factors, the Applicants sought and were granted protection under the CCAA on October 30, 2023 pursuant to the Initial Order (which was amended and restated on November 9, 2023).
5. Pursuant to section 25(e) of the ARIO, the Monitor was authorized to assist the Applicants, to the extent required by the Applicants, in their implementation of a process to identify and determine priority claims with respect to the Applicants' Property. The development and implementation of a such priority claims procedure by the Applicant and the Monitor is also a requirement under the Limitation of Liability Agreement among the Applicants, Aviva and Primary.
6. Also on November 9, 2023, the Applicants sought and obtained the Approval and Reverse Vesting Order which, among other things, approved the Purchase Agreement between Southampton, as Purchaser, and Ignite Holdings, as vendor, and the Transactions contemplated therein.

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<sup>1</sup> Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the affidavit of Stephen Livingstone sworn November 22, 2023.

7. Since the issuance of the Approval and Reverse Vesting Order, the Applicants have been working towards expeditiously closing the Transactions contemplated under the Purchase Agreement by the anticipated closing date of November 30, 2023.

***Priority Claims Procedure***

8. The Applicants and the Monitor, in consultation with the DIP Lender and Aviva, have designed the Priority Claims Procedure for the identification, quantification, and resolution of any Priority Claims, which will be transferred and vested in Residual Co. upon closing of the Transactions.

9. The Applicants and the Monitor have also consulted the CRA on multiple occasions leading up to the date of this affidavit in connection with the adequacy of the timelines established by the proposed Priority Claims Order with respect to the quantification of the amounts of the Source Deductions up to the date of filing.

10. The Applicants believe that the Priority Claims Procedure set out in the Priority Claims Order is a fair and efficient mechanism to identify and quantify any Priority Claims..

11. The Applicants believe that the notification process described in the Priority Claims Order will provide Priority Claimants with adequate notice of the Priority Claims Procedure, and an adequate opportunity to prove their Priority Claims prior to the Priority Claims Bar Date.

12. In addition, the Applicants believe that the adjudication procedure described in the Priority Claims Order will facilitate the fair and expeditious resolution of any disputes regarding the status and/or amount of each Priority Claim.

***The Reimbursement Agreement***

13. The Applicants also seek approval and authorization for the Monitor to enter into and execute the Reimbursement Agreement, pursuant to which, among other things, the Monitor shall be authorized to make a distribution to the DIP Lender following closing of the Transactions.

14. Pursuant to the ARIO, the DIP Lender's Charge ranks below the CRA Priority Payables in priority against the Property. The proposed Reimbursement Agreement will allow

the DIP Lender to recover the amounts advanced to the Applicants without waiting for the Priority Claims Procedure, and the quantification of the CRA Priority Payables, to be completed.

15. The Monitor and the Applicants expect that there will be sufficient proceeds from closing of the Transactions to repay the obligations under the DIP Facility Agreement and the CRA Priority Payables. The proposed Reimbursement Agreement provides additional assurances to the Monitor and the stakeholders that the stakeholders will not be prejudiced should there be a shortfall.

#### **GENERAL**

16. Section 11 of the CCAA and the inherent and equitable jurisdiction of this Court.

17. Rules 1.04, 2.03, 3.02, and 37 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

18. Such further and other grounds as counsel may advise and this Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

19. The affidavit of Stephen Livingstone sworn November 22, 2023; and

20. Such further and other materials as counsel may advise and this Court may permit.

November 22, 2023

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

Court File No. CV-23-00708635-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
IGNITE HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE  
CORPORATION

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**NOTICE OF MOTION  
(Re: Priority Claims Order)**

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# TAB 2

Court File No. CV-23-00708635-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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CORPORATION**

Applicants

**AFFIDAVIT OF STEPHEN LIVINGSTONE  
(Sworn November 22, 2023)**

I, Stephen Livingstone, of the Village of St. Jacobs, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President and Secretary of Ignite Services Inc. ("**Ignite Services**" or the "**Company**"), Ignite Holdings Inc. ("**Ignite Holdings**"), and Ignite Insurance Corporation ("**Ignite Insurance**", and together with Ignite Services and Ignite Holdings, the "**Applicants**" or the "**Companies**") and the Companies' sole director. I have held these positions since February 8, 2016.

2. I am responsible for overseeing the operations of the Companies, their liquidity management and, ultimately, for assisting in their restructuring process. Because of my involvement with the Companies, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have also reviewed the books and records of the Companies and have spoken with certain other individuals who manage the Companies, as necessary. Where I have relied upon such information, I do verily believe such information to be true.

3. This affidavit is sworn in support of a motion (the "**Motion**") brought by the Applicants seeking an order (the "**Priority Claims Order**") approving the Priority Claims Procedure (as defined below) to resolve any claims against the Purchased Shares (as defined below) that rank in priority to the obligations owing to the Applicants' first-ranking secured creditor, Aviva Insurance Company of Canada ("**Aviva**") under the Aviva Loan Agreement (as defined

below) and the conditional limitation of liability agreement dated October 27, 2023 (as amended, the “**Limitation of Liability Agreement**”) (the “**Senior Secured Obligations**”).

4. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in my affidavits sworn on October 26, 2023 (the “**Initial Affidavit**”), or November 1, 2023 (the “**Second Livingstone Affidavit**”). All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise stated.

## I. OVERVIEW

### A. Background

5. The Company carries on business as a digital insurance brokerage for personal, auto, commercial, pet, and travel insurance. Through the Company’s digital platform and with the support of its broker licensed employees, the Company assists its customers with shopping for and purchasing of various insurance policies from multiple insurance companies.

6. The Company has been operating at a loss since 2018. From commencement of operations to March 31, 2023, the Company has suffered total net losses of over \$59.8 million, and most recently the Company has suffered net losses of over \$10.1 million for each of the fiscal years ended March 31, 2022, and March 31, 2023. The Company has continued to operate at a loss until the date of this affidavit, with losses continuing to accrue.

7. While the Company’s financial difficulties were driven by a variety of factors, the significant net losses suffered by the Company over the years are largely due to the Company operating as a multi-carrier insurance brokerage with suboptimal rates being offered by insurance companies, significant customer acquisition costs in the insurance brokerage industry generally, and significant capital investments in its technology.

8. Facing a severe liquidity crisis, the Applicants sought and obtained protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an order issued by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on October 30, 2023 (the “**Initial Order**”).

9. Among other things, the Initial Order:

- (a) appointed KPMG Inc. ("**KPMG**") as monitor of the Applicants (in such capacity, the "**Monitor**") in these proceedings (the "**CCAA Proceedings**");
- (b) granted an initial 10-day stay of proceedings in favour of the Applicants, staying all proceedings and remedies taken or that might be taken against or in respect of the Applicants, any of their assets, property, and undertakings ("**Property**"), or business, or their director and officers (the "**D&Os**") (the "**Stay Period**");
- (c) approved the execution by the Applicants of an interim facility loan agreement (the "**DIP Facility Agreement**") entered into on October 26, 2023 with Primary Group Limited ("**Primary**"), and in its capacity as lender under the DIP Facility Agreement, the "**DIP Lender**"), pursuant to which the DIP Lender has agreed to advance to the Applicants a total amount of up to \$1.1 million (the "**DIP Facility**") during these CCAA Proceedings, of which an initial amount of \$350,000 was advanced during the initial 10-day Stay Period; and
- (d) granted the following priority charges against the Property:
  - (i) an "**Administration Charge**" against the Property in the amount of \$750,000, as security for the payment of the professional fees and disbursements incurred and to be incurred by the Monitor, counsel to the Monitor, and counsel to the Applicants;
  - (ii) a "**D&O Charge**" against the Property in the maximum amount of \$250,000 in favour of the D&Os of the Applicants as security for the Applicants' obligation to indemnify such D&Os for obligations and liabilities they may incur in such capacities after the commencement of the CCAA Proceedings; and
  - (iii) a "**DIP Lender's Charge**" (and together with the Administration Charge and the D&O Charge, the "**Charges**") against the Property as security for the Applicants' obligations under the DIP Facility Agreement.

**B. The ARIO**

10. On November 9, 2023, the Applicants sought and obtained an amended and restated Initial Order (the “**ARIO**”), a copy of which is attached as Exhibit “A” hereto, which among other things:

- (a) extended the Stay Period to and including January 31, 2024;
- (b) authorized the Applicants to increase the amounts which may be borrowed by the Applicants under the DIP Facility Agreement to \$1.1 million;
- (c) authorized the Applicants to pay pre-filing amounts owing for goods and services supplied by Tri-Quest Marketing Inc. to the Applicants, but only to the extent such amounts are, in the opinion of the Monitor, required to be paid for the success of the restructuring of the Applicants’ business, with consent of the Monitor; and
- (d) ordered that the Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances, and claims of secured creditors, statutory or otherwise in favour of any person, notwithstanding the order of perfection or attachment, on notice to those persons likely to be affected thereby, provided that the DIP Lender’s Charge shall not rank in priority to the amounts of any super-priority claim of the Canada Revenue Agency (the “**CRA**”) for unremitted source deductions, which priority is not reversed by operation of applicable law (the “**CRA Priority Payables**”).

11. Furthermore, pursuant to section 25(e) of the ARIO, the Monitor is authorized to assist the Applicants, to the extent required by the Applicants, in their implementation of a process to identify and determine priority claims with respect to the Applicants’ Property. The development of a claims process by the Applicants and the Monitor, in consultation with Aviva, in respect of such priority claims, including the CRA Priority Payables, is also a requirement under the Limitation of Liability Agreement (as attached as Exhibit “C” to the Second Livingstone Affidavit).

### C. Approval and Reverse Vesting Order

12. Also on November 9, 2023, the Applicants sought and obtained the “**Approval and Reverse Vesting Order**”, a copy of which is attached as Exhibit “B” hereto, which among other things approved the purchase agreement dated as of October 26, 2023 (the “**Purchase Agreement**”), between Ignite Holdings, as vendor, and Southampton Financial Inc. (“**Southampton**”), as purchaser (the “**Purchaser**”), the transactions contemplated therein (the “**Transactions**”), and authorized the Applicants to take such additional steps and execute such additional documents as necessary or desirable for the completion of the Transactions.

13. The Transactions contemplated in the Purchase Agreement have been structured to form a “reverse vesting” transaction whereby, among other things and after the completion of certain pre-closing implementation and capitalization steps, Southampton will purchase the new shares of the Company from Ignite Holdings (the “**Purchased Shares**”) and become the sole shareholder of the Company. After closing, all Excluded Contracts, Excluded Assets, and Excluded Liabilities (each as defined in the Purchase Agreement) with respect to the Company will be transferred and “vested out” to Residual Co., so as to allow Southampton to indirectly acquire the Company’s business and assets on a “free and clear” basis.

14. The Purchase Agreement represents the best option available to the Applicants and their stakeholders, since the Transactions are expected to (a) provide for the Company’s continuing operations as a going concern, resulting in (i) most of the Company’s employees preserving their employment; (ii) the Company’s customers maintaining their ongoing relationships with the Company; and (iii) the Company’s suppliers of services being able to maintain their business relationships with the Company; (b) provide for most of the Applicants’ secured liabilities being satisfied; and (c) provide for various unsecured and contingent liabilities, arising after the date of commencement of the CCAA Proceedings, to be assumed by the Purchaser.

15. Since the issuance of the Approval and Reverse Vesting Order, the Applicants have been working towards expeditiously closing the Transactions contemplated under the Purchase Agreement by the anticipated closing date of November 30, 2023.

## II. RELIEF SOUGHT

### A. The Priority Claims Procedure

16. As described in greater detail in my Initial Affidavit, the Applicants' major secured lender is Aviva.

17. On November 15, 2021, Ignite Services, as borrower, and Aviva, as lender, entered into a loan agreement (the "**Aviva Loan Agreement**"), pursuant to which Aviva made a \$3 million non-revolving credit facility available to Ignite Services (the "**Aviva Facility**"). The Aviva Loan Agreement was subsequently amended on March 31, 2022, and November 16, 2022, to provide for, among other things, an increased principal amount which may be borrowed by Ignite Services from \$3 million to \$5.94 million. As at October 26, 2023, the outstanding principal amount under the Aviva Facility is \$5.94 million.

18. Ignite Services' obligations under the Aviva Loan Agreement are secured by:

- (a) security agreements executed by Ignite Services and Ignite Insurance in favour of Aviva, pursuant to which each of Ignite Services and Ignite Insurance granted a first-ranking charge on all of their assets in favour of Aviva; and
- (b) securities pledge agreement executed by Ignite Holdings in favour of Aviva, pursuant to which Ignite Holdings pledged all the issued and outstanding common shares in Ignite Services and Ignite Insurance to Aviva.

19. The Monitor's counsel conducted a review of the security granted by the Applicants in respect of the Aviva Facility and has provided to the Monitor a written opinion that, subject to standard qualifications and assumptions customary in rendering security opinions of this nature, the security granted by the Applicants in respect of the Aviva Facility constitute valid and enforceable security perfected by registration in the Province of Ontario.

20. Also as described in greater detail in my Initial Affidavit, on February 23, 2023, the CRA issued a notice to Ignite Services setting out certain discrepancies in the Company's reported deductions as compared to its remittance account with respect to tax deductions, Canada Pension Plan, and employment insurance.

21. On June 22, 2023, the CRA issued a notice of assessment to Ignite Services pursuant to which the CRA assessed Ignite Services as having \$3,721,625.53 in outstanding source deductions as of March 31, 2023. Per the notice of assessment, the outstanding source deductions are broken down as follows:

- (a) Federal Tax – \$1,947,661.49;
- (b) Provincial Tax (Ontario) – \$662,190.09;
- (c) Canada Pension Plan – \$489,981.55;
- (d) Employment Insurance – \$53,652.86;
- (e) Penalty – \$315,345.64; and
- (f) Interest – \$252,793.90,

(collectively, the “**Source Deductions**”).

22. I am advised by Maria Konyukhova, a partner at Stikeman Elliott LLP, counsel to the Applicants, that some of these amounts may rank in priority to the Aviva debt and security.

23. Accordingly, shortly after the commencement of these CCAA Proceedings, the Applicants, with the assistance of the Monitor, commenced discussions with the CRA to quantify the amounts of the Source Deductions up to the date of filing.

24. To that end, the Applicants and the Monitor, in consultation with the DIP Lender and Aviva, designed a process (the “**Priority Claims Procedure**”) for the identification, quantification, and resolution of any indebtedness, liability, obligation or claim of any kind whatsoever against the Purchased Shares that rank in priority to the Senior Secured Obligations owing to Aviva but excluding any indebtedness, liability, obligation or claim secured by a court ordered charge pursuant to the Initial Order or any other Order within these CCAA proceedings (the “**Priority Claims**”), which will be transferred and vested in Residual Co. upon closing of the Transactions.

25. Furthermore, the Applicants and the Monitor consulted the CRA on multiple occasions leading up to the date of this affidavit in connection with the adequacy of the timelines established by the proposed Priority Claims Order with respect to the quantification



of the amounts of the Source Deductions up to the date of filing.

26. A draft of the proposed Priority Claims Order will be attached to the Applicants' Motion Record and stakeholders are encouraged to consult that draft for full details of the Priority Claims Procedure. However, the following is a high-level summary of certain key aspects of the Priority Claims Procedure:<sup>1</sup>

- (a) **Notice.** The Monitor shall provide notice of the Priority Claims Order and the Priority Claims Bar Date within five (5) Business Days following the issuance of the Priority Claims Order;
- (b) **Priority Claims Bar Date.** The Priority Claims Bar Date to submit a Proof of Claim with respect to all Priority Claims is 5:00 p.m. (Toronto time) on January 11, 2024;
- (c) **Priority Claims Procedure.** The Monitor shall review all Proofs of Claim and may accept, settle, or dispute the amount and priority of each asserted Priority Claim set out therein for the purpose of distribution. Also, the Monitor may, at any time, request additional information with respect to any asserted Priority Claim, and may request that a Priority Claimant file a revised Proof of Claim;
- (d) **Notice of Dispute.** If the Monitor is unable to resolve any asserted Priority Claim within a time period or in a manner satisfactory to the Monitor and wishes to dispute such asserted Priority Claim, the Monitor shall deliver a Notice of Dispute to the applicable Priority Claimant;
- (e) **Resolution of Disputed Priority Claims.** The Monitor may at any time refer any Disputed Priority Claim or a portion thereof to the Court, such alternative dispute resolution or other court of competent jurisdiction as may be ordered by the Court or agreed to by the Monitor and the applicable Priority Claimant, to resolve the dispute.

27. The Applicants believe that the Priority Claims Procedure set out in the Priority Claims Order is a fair and efficient mechanism to identify and quantify any Priority Claims.

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<sup>1</sup> All capitalized terms used in this subsection and not otherwise defined herein have the meanings given to them in the proposed Priority Claims Order.

An expeditious claims process is required given that following the closing of the Transactions, and prior to the expiry of the Stay Period on January 31, 2024, Residual Co. (as an applicant in these CCAA Proceedings, following such time) plans to return to this Court to seek approval of distributions to secured creditors and/or priority creditors from the purchase price received under the Purchase Agreement.

28. The Applicants believe that the notification process described in the Priority Claims Order will provide Priority Claimants with adequate notice of the Priority Claims Procedure, and an adequate opportunity to prove their Priority Claims prior to the Priority Claims Bar Date.

29. In addition, the Applicants believe that the adjudication procedure described in the Priority Claims Order will facilitate the fair and expeditious resolution of any disputes regarding the status and/or amount of each Priority Claim.

#### **B. The Reimbursement Agreement**

30. The Applicants also seek approval and authorization for the Monitor to enter into and execute the “**Reimbursement Agreement**”, a copy of which is attached as Exhibit “C” hereto, pursuant to which, *inter alia* (i) within 2 business days of the closing of the Transactions, the Monitor shall pay to the DIP Lender \$1.1 million, in satisfaction of the principal amount owing under the DIP Facility (the “**Distribution**”), and (ii) the Monitor may seek a return, refund, or repayment of the Distribution, if required, as determined by the Monitor in its reasonable discretion, to satisfy any deficit relating to the CRA Priority Payables, or on such other grounds as may be approved by the Court.

31. Pursuant to the ARIIO, the DIP Lender’s Charge ranks below the CRA Priority Payables in priority against the Property. The proposed Reimbursement Agreement will allow the DIP Lender to recover the amounts advanced to the Applicants without waiting for the Priority Claims Procedure, and the quantification of the CRA Priority Payables, to be completed.

32. The Monitor and the Applicants expect that there will be sufficient proceeds from closing of the Transactions to repay the obligations under the DIP Facility Agreement and the CRA Priority Payables. The proposed Reimbursement Agreement provides additional

assurances to the Monitor and the stakeholders that the stakeholders will not be prejudiced should there be a shortfall.

**PART III – CONCLUSION**

33. For the reasons set out above, I believe that it is in the best interests of the Applicants and their stakeholders that this Court to grant the proposed Priority Claims Order, approving the Priority Claims Procedure to resolve claims against the Purchased Shares that rank in priority to the Senior Secured Obligations owing to Aviva.

34. I swear this affidavit in support of the Applicants’ Motion for the Priority Claims Order and for no other or improper purpose.

SWORN remotely via videoconference, by Stephen Livingstone, stated as being located in the Village of St. Jacobs, in the Province of Ontario, before me at the City of Toronto, in Province of Ontario, this 22<sup>nd</sup> day of November, 2023, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.

DocuSigned by:  
*Rania Hammad*  
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Commissioner for Taking Affidavits, etc.  
**RANIA HAMDAD**

DocuSigned by:  
*Steve Livingstone*  
421DD567E50D4AD...

**STEPHEN LIVINGSTONE**

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 IGNITE  
HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION

**ONTARIO  
SUPERIOR COURT OF JUSTICE –  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF STEPHEN LIVINGSTONE  
(SWORN NOVEMBER 22, 2023)**

**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
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Tel: (416) 869-5578  
Email: rhammad@stikeman.com

Lawyers for the Applicants

**EXHIBIT "A"**

referred to in the Affidavit of

**STEPHEN LIVINGSTONE**

Sworn November 22, 2023

DocuSigned by:

*Rania Hammad*

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A Commissioner for Taking Affidavits



Court File No. CV-23-00708635-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE )  
JUSTICE CONWAY ) THURSDAY THE 9<sup>TH</sup> DAY  
OF NOVEMBER, 2023

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 IGNITE  
HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION

Applicants

**AMENDED AND RESTATED INITIAL ORDER**

**THIS MOTION**, made by Ignite Services Inc. ("**Ignite Services**"), Ignite Holdings Inc., and Ignite Insurance Corporation (collectively, the "**Applicants**"), for an order amending and restating the initial order of Justice Conway issued on October 30, 2023 (the "**Initial Filing Date**") was heard this day by judicial videoconference via Zoom.

**ON READING** the affidavits of Stephen Livingstone sworn October 26, 2023 (the "**Initial Livingstone Affidavit**") and November 1, 2023 (the "**Second Livingstone Affidavit**") and the Exhibits thereto, the pre-filing report of KPMG Inc. ("**KPMG**"), in its capacity as proposed monitor of the Applicants dated October 27, 2023 (the "**Pre-Filing Report**"), the first report of KPMG in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), dated November 2, 2023 (the "**First Report**"), on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Primary Group Limited ("**Primary**") and Primary in its capacity as the DIP Lender (as defined below), counsel for Aviva Insurance Company of Canada, in its capacity as secured lender to the Applicants, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavits of service of Rania Hammad as filed,

## SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in Initial Livingstone Affidavit and the Second Livingstone Affidavit.

## APPLICATION

3. **THIS COURT ORDERS** that each of the Applicants are companies to which the CCAA applies.

## PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further Order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

## POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ their employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
6. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize their existing central cash management system currently in place or replace it with another substantially similar central cash management system (the "**Cash Management System**") and

that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person or Persons (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after the Initial Filing Date, subject to compliance with the Cash Flow Projections (as defined in the DIP Facility Agreement), as may be amended from time to time:

- (a) all outstanding and future wages, salaries, commissions, employee and pension benefits, vacation pay and employee and director expenses payable on or after the Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by any of the Applicants in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Monitor, amounts owing for goods or services supplied by Tri-Quest Marketing Inc. to the Applicants prior to the Initial Filing Date but only to the extent such amounts are, in the opinion of the Monitor, required to be paid for the success of the Restructuring (as hereinafter defined).

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled, subject to compliance with the Cash Flow Projections, as may be amended from time to time, but not required to pay all reasonable expenses incurred by the Applicants in carrying on their Business in the ordinary course after the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:



- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), IT services, data services, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of the Initial Filing Date.

9. **THIS COURT ORDERS** that the Applicants shall, in accordance with legal requirements, remit or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the Initial Filing Date but not required to be remitted until on or after the Initial Filing Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period

commencing from and including the Initial Filing Date, monthly in equal payments on the first day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the Initial Filing Date shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date, unless the Company is making payments from the Trust Account in respect of, among other things, commissions and premiums;
- (b) to grant no security interests, trust, liens, mortgages, charges or encumbrances upon or in respect of any of the Property; and
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

## **RESTRUCTURING**

12. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) in consultation with the DIP Lender, and with the oversight of the Monitor, continue to take steps to advance the potential sale of all or part of the Property on a going-concern basis, and return to Court for the approval of any such agreement (the "**Purchase Agreement**");
- (b) terminate the employment of such of its employees or temporarily layoff such of its employees as it deems appropriate;
- (c) permanently or temporarily cease, downsize or shut down any of its business operations; and
- (a) pursue all restructuring options for the Applicants including, without limitation, all avenues of refinancing of their Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

13. **THIS COURT ORDERS** that the relevant Applicant shall provide each of the relevant landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant’s claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor twenty-four (24) hours’ prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY**

15. **THIS COURT ORDERS** that until and including January 31, 2024, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting their Business or their Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings

currently under way against or in respect of the Applicants or affecting their Business or their Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants or the Monitor, or affecting their Business or their Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH RIGHTS**

17. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

### **CONTINUATION OF SERVICES**

18. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, email addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Initial Filing Date are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices

as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Initial Filing Date, nor shall any Person be under any obligation on or after the Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

20. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the Initial Filing Date and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

21. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**D&O Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for the indemnity provided in paragraph 21 of this Order. The D&O Charge shall have the priority as set out in paragraphs 40 and 42 herein.

23. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

#### **APPOINTMENT OF MONITOR**

24. **THIS COURT ORDERS** that KPMG Inc. is, as of the Initial Filing Date, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

25. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements and the Applicants' compliance with the Cash Flow Projections;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination of financial and other information to the DIP Lender and its counsel on a periodic basis of financial and other information as agreed to between the Applicants and the DIP Lender, or as may reasonably be requested by the DIP Lender;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with

the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, or as may reasonably be requested by the DIP Lender;

- (e) assist the Applicants, to the extent required by the Applicants, in their implementation of a process to identify and determine priority claims with respect to the Property;
- (f) advise the Applicants in connection with the Restructuring;
- (g) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (h) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (i) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (j) hold funds on behalf of the Applicants in connection with any sale of all or part of the Property;
- (k) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (l) perform such other duties as are required by this Order or by this Court from time to time.

26. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property (except as permitted pursuant to subparagraph 25(j) herein) and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

27. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively,

"**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

29. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements (including pre-filing fees and disbursements), in each case at their standard rates and charges, whether incurred prior to, on or subsequent to, the Initial Filing Date by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a periodic basis. In addition, the Applicants are hereby authorized to pay to the Monitor and counsel to the Monitor, retainers in the amounts of



\$50,000 and \$30,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

31. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

32. **THIS COURT ORDERS** that the Applicants' counsel, the Monitor and its counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$750,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority as set out in paragraphs 40 and 42 hereof.

#### **DIP FACILITY**

33. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under the DIP Facility from Primary, in its capacity as the debtor-in-possession lender (the "**DIP Lender**"), in order to finance the Applicants' working capital requirements, and other general corporate purposes and capital expenditures.

34. **THIS COURT ORDERS** that such DIP Facility shall be on the terms and subject to the conditions set forth in the Summary of Terms for DIP Facility between the Applicants and the DIP Lender dated as of October 26, 2023, appended as Exhibit "O" to the Initial Livingstone Affidavit (the "**DIP Facility Agreement**").

35. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to borrow, in accordance with the terms and conditions of the DIP Facility Agreement, interim financing of up to \$1,100,000 during the Stay Period.

36. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such agreements, instruments, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the DIP Facility Agreement, the "**Definitive Documents**"), as may be contemplated by the DIP Facility Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents

(collectively, the “**DIP Obligations**”) as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property as security for the DIP Obligations, which DIP Lender’s Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the Definitive Documents. The DIP Lender’s Charge shall not secure an obligation that exists before the Initial Filing Date is made. The DIP Lender’s Charge shall have the priority as set out in paragraphs 40 and 42 hereof.

38. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender’s Charge, the DIP Lender, upon five (5) business days’ notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Definitive Documents and the DIP Lender’s Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the Definitive Documents or the DIP Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

39. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise under the CCAA, or any proposal filed under the BIA, with respect to any advances made under the Definitive Documents.

## VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

40. **THIS COURT ORDERS** that the priorities of the Administration Charge, the DIP Lender's Charge, and the D&O Charge (collectively, the "**Charges**") and Encumbrances (as defined below), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$750,000);

Second – D&O Charge (to the maximum amount of \$250,000);

Third – CRA Priority Payables (as defined below); and

Fourth – DIP Lender's Charge.

41. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that each of the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

42. **THIS COURT ORDERS** that the Charges shall each constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person provided that the DIP Lender's Charge shall not rank in priority to any super-priority claim of the Canada Revenue Agency for unremitted source deductions, which priority is not reversed by operation of applicable law (the "**CRA Priority Payables**").

43. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the D&O Charge and the Administration Charge, or further Order of this Court.

44. **THIS COURT ORDERS** that the D&O Charge, the Administration Charge, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any

way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal, provincial or other statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the DIP Facility Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order, the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

45. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants’ interest in such real property leases.

#### **SERVICE AND NOTICE**

46. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (b) within five days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1000, and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA

and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of any individual persons who are creditors available.

47. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://kpmg.com/ca/IgniteGroup>.

48. **THIS COURT ORDERS** that the Applicants, the Monitor and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

49. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants, the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants’ creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **SEALING**

50. **THIS COURT ORDERS** that Confidential Appendix “A” to the Pre-Filing Report is hereby sealed and shall not form part of the public record, until closing of each of the Transactions

contemplated under the Purchase Agreement, subject to further Order of this Court sought on not less than seven (7) days notice to the Purchaser and, provided it has not been discharged, the Monitor.

## **GENERAL**

51. **THIS COURT ORDERS** that the Applicants, the DIP Lender, or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder.

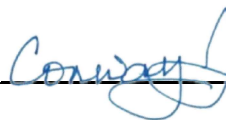
52. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

53. **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 Applicants, the Monitor and their respective agents 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

54. **THIS COURT ORDERS** that each of the Applicants and the Monitor shall be at liberty and are 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 that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

55. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

56. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of the Initial Filing Date.



A handwritten signature in blue ink, appearing to read "Conway", is written over a horizontal black line.

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

AND IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF IGNITE HOLDINGS INC., IGNITE SERVICES INC., and  
IGNITE INSURANCE CORPORATION

Applicants

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

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**AMENDED AND RESTATED INITIAL ORDER**

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**STIKEMAN ELLIOTT LLP**

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Tel: (416) 869-5578  
Email: rhammad@stikeman.com

Lawyers for the Applicants



**EXHIBIT "B"**

referred to in the Affidavit of

**STEPHEN LIVINGSTONE**

Sworn November 22, 2023

DocuSigned by:

*Rania Hammad*

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A Commissioner for Taking Affidavits



Court File No. CV-23-00708635-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

)

THURSDAY, THE 9<sup>TH</sup> DAY

JUSTICE CONWAY

)

OF NOVEMBER, 2023

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

**AND IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF IGNITE  
HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION**

Applicants

**ORDER  
(Approval and Reverse Vesting Order)**

**THIS MOTION**, made by Ignite Services Inc. ("**Ignite Services**" or the "**Company**"), Ignite Holdings Inc. ("**Ignite Holdings**"), and Ignite Insurance Corporation ("**Ignite Insurance**", and together with Ignite Services and Ignite Holdings, the "**Applicants**" or the "**Ignite Group**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things: (a) approving the purchase agreement dated as of October 26, 2023 between Ignite Holdings, as vendor, and Southampton Financial Inc. ("**Southampton**"), as purchaser (the "**Purchase Agreement**") and the transactions contemplated therein (the "**Transactions**"); (b) adding 1000704712 Ontario Inc. ("**Residual Co.**") as an applicant to these proceedings (the "**CCAA Proceedings**"); (c) transferring and vesting all of the Company's right, title and interest in and to the Excluded Assets, and Excluded Liabilities (each as defined in the Purchase Agreement) to and in Residual Co.; (d) vesting in Southampton, all right, title and interest in and to the Purchased Shares, free and clear of any Encumbrances; and (e) granting certain ancillary relief, was heard this day by videoconference.

**ON READING** the Motion Record of the Applicants, including the affidavits of Stephen Livingstone sworn October 26, 2023 (the "**Initial Livingstone Affidavit**") and November 1, 2023 (the "**Second Livingstone Affidavit**") and the Exhibits thereto, the First Report of KPMG Inc. ("**KPMG**"), in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated November 2, 2023 (the "**First Report**"), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Southampton, and counsel for

those other parties appearing as indicated by the Participant Information Form, no one appearing for any other party, although duly served as appears from the affidavit of service of Rania Hammad, as filed,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion was properly returnable on November 9, 2023, and hereby dispenses with further service thereof.

## **DEFINED TERMS**

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement and the Amended and Restated Initial Order of Justice Conway, dated November 9, 2023 (the “**ARIO**”).

## **APPROVAL AND VESTING**

3. **THIS COURT ORDERS** that the Purchase Agreement and the Transactions, be and are hereby approved and that the execution of the Purchase Agreement by Ignite Holdings is hereby authorized, approved and ratified, with such minor amendments as the parties thereto may deem necessary with the approval of the Monitor. The Applicants are hereby authorized and directed to perform their obligations under the Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transactions, and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS** that upon the delivery of the Monitor’s certificate (the “**Monitor’s Closing Certificate**”) to the Ignite Group and Southampton (the “**Closing Time**”), substantially in the form attached as **Schedule “A”** hereto, the following shall occur and shall be deemed to have occurred at the Closing Time in the following sequence:

- (a) first, all of the Company’s right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co., with all applicable Claims and Encumbrances (each as defined below) continuing to attach to the Excluded

Assets and to the Purchase Price in accordance with paragraph 9 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;

- (b) second, all Excluded Liabilities shall be channeled to, assumed by and vest absolutely and exclusively in Residual Co. such that the Excluded Liabilities shall become obligations of solely Residual Co., and shall no longer be obligations of the Company;
- (c) third, all of the Company's assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate, including the lease interests of the Company, and property held in trust for the Company (the "**Property**"), shall be forever released and discharged from such Excluded Liabilities and all related Claims and all Encumbrances affecting or relating to the Property are to be expunged and discharged as against the Property;
- (d) fourth, in consideration for the Purchase Price, Ignite Holdings shall transfer the Purchased Shares to Southampton, and all of the right, title and interest in and to the Purchased Shares shall vest absolutely in Southampton free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, 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 ARIO or any other Order of the Court in the CCAA Proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems; and (iii) any charges, security interests or claims (including those claims deemed to be an interest in land) evidenced by

registrations pursuant to the *Land Titles Act* (Ontario), the *Registry Act* (Ontario), the *Land Registration Reform Act* (Ontario) or any other real property or real property related registry or recording system (all of which are collectively referred to as the “**Encumbrances**”);

- (e) fifth, the Adjustable Promissory Note (as such term is defined in the Purchase Agreement) shall be assigned by Ignite Holdings to Residual Co. and all rights, title, and interests in and to the Adjustable Promissory Note held by Ignite Holdings shall thereby vest absolutely in Residual Co.; and
- (f) sixth, Ignite Services shall be deemed to cease being an Applicant in these CCAA Proceedings, with Residual Co. becoming an Applicant in these CCAA Proceedings. Ignite Services shall be deemed to be released from the purview of the ARIO and all other Orders of this Court granted in respect of these CCAA Proceedings, save and except for the Approval and Reverse Vesting Order, the provisions of which (as they relate to the Company) shall continue to apply in all respects.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Closing Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from Ignite Services and Southampton regarding the satisfaction or waiver of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor’s Closing Certificate.

8. **THIS COURT ORDERS** that upon delivery of the Monitor’s Closing Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Ignite Group, the Property, or the Excluded Assets (collectively, the “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Monitor’s Closing Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms of this Order and the Purchase Agreement. Presentment of this Order and the Monitor’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against any of the Property and the Monitor and Southampton are

hereby specifically authorized to discharge the registrations on the Property and the Excluded Assets, as applicable.

9. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the Closing Time, subject to the funding of the Priority Payments and the Administrative Expense Amount, all Claims and Encumbrances transferred, assumed, released, expunged and discharged pursuant to paragraph 5 hereof, including against the Company, the Property, and the Purchased Shares shall attach to the Excluded Assets with the same priority as they had with respect to the Property immediately prior to the Transactions as if the Transactions had not occurred.

10. **THIS COURT ORDERS** that, pursuant to clause 7(3) (c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Closing Time, disclose to Southampton, all human resources and payroll information in the Company's records pertaining to past and current employees of the Company. Southampton shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Company.

11. **THIS COURT ORDERS** that, at the Closing Time and without limiting the provisions of paragraph 5 hereof, Southampton, the Company, KPMG CF and the Monitor shall be deemed released from any and all claims, liabilities, (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (as defined in the Purchase Agreement) (including penalties and interest thereon) of, or that relate to the Company, provided, as it relates to Southampton and the Company, such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Company after the Closing Time; or (b) all Taxes that could be assessed against Southampton or the Company (including their affiliates and any predecessor corporations) pursuant to sections 160 and 160.01 of the *Income Tax Act*, R.S.C. 1985 c. 1 (5<sup>th</sup> Supp.), or any provincial or foreign tax equivalent, in connection with the Company, in respect of the business and operations conducted by the Company after the Closing Time. For greater certainty, nothing in this paragraph shall release or discharge any Claims with respect to Taxes that are transferred to Residual Co.

12. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Purchase Agreement (and, for greater certainty, excluding the Excluded Assets and Excluded Liabilities and contracts relating thereto), all contracts to which the Company is a party at the time of delivery of the Monitor's Closing Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Closing Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement 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 Closing Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of any of the Ignite Group);
- (b) the insolvency of any of the Ignite Group or the fact that the Ignite Group obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Purchase Agreement, the Transactions, the provisions of this Order, or any other Order of this Court in these CCAA proceedings; or
- (d) any transfer or assignment, or any change of control of any of the Ignite Group arising from the implementation of the Purchase Agreement, the Transactions, or the provisions of this Order.

13. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Ignite Group or Southampton, in respect of any Retained Liabilities, and (b) the designation of any Claim as a Retained Liability is without prejudice to any of the Ignite Group's or Southampton's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Purchase Agreement shall affect or waive the Ignite Group's or Southampton's rights and defences, both legal and

equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

14. **THIS COURT ORDERS** that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or implied in any contract, or lease existing between such Person and the Company (including for certainty, those contracts, or leases constituting the Property) arising directly or indirectly from the filing by the Company under the CCAA and implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 12 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract, or a lease shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or Southampton from performing their obligations under the Purchase Agreement, or be a waiver of defaults by the Company or Southampton under the Purchase Agreement and the related documents.

15. **THIS COURT ORDERS** that, from and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or Southampton relating in any way to or in respect of any Excluded Assets, or Excluded Liabilities and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

16. **THIS COURT ORDERS** that from and after the Closing Time:

- (a) the nature of the Retained Liabilities, as retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to Residual Co.;



- (c) any Person that prior to the Closing Time had a valid right or claim against the Ignite Group under or in respect of any Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have an Excluded Liability Claim against the Ignite Group, but will have an equivalent Excluded Liability Claim against Residual Co. in respect of the Excluded Liability from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against Residual Co.; and
- (d) any Person with an Excluded Liability Claim against Residual Co. following the Closing Time shall have the same rights, priority and entitlement as against Residual Co. as such Person, with an Excluded Liability Claim, had against the applicable Ignite Group entity prior to the Closing Time.

17. **THIS COURT ORDERS** that, as of the Closing Time:

- (a) Residual Co. shall be a company to which the CCAA applies; and
- (b) Residual Co. shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “Applicant” shall refer to and include Residual Co.; and (ii) “Property” (as defined in the ARIO) shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of Residual Co. (collectively the “**Residual Co. Property**”), and, for greater certainty, each of the Charges shall constitute a charge on the Residual Co. Property.

18. **THIS COURT ORDERS AND DIRECTS** that the Company shall pay to the Monitor its cash on hand on the Closing Date in accordance with the Purchase Agreement.

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

- (c) the pendency of these CCAA proceedings;
- (d) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C 195, c. B-3, as amended (the

“BIA”), in respect of Residual Co. and any bankruptcy order issued pursuant to any such applications; and

- (e) any assignment in bankruptcy made in respect of any of the Ignite Group or Residual Co.;

the Purchase Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, and Excluded Liabilities in and to Residual Co., the transfer and vesting of the Purchased Shares in and to Southampton, the payment of the Priority Payments by the Company and any payments by or to Southampton, any of the Ignite Group entities, Residual Co., or the Monitor authorized herein, or pursuant to the Purchase Agreement) shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Ignite Group and/or Residual Co. and shall not be void or voidable by creditors of the Ignite Group, or Residual Co., as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal, provincial or foreign legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## MONITOR

20. **THIS COURT ORDERS** that nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 5(d) hereof and the addition of Residual Co. as an Applicant in these CCAA Proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and KPMG shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, and any other Orders in these CCAA proceedings or otherwise, including all approval, protections and stays of proceedings in favour of KPMG in its capacity as Monitor, all of which are expressly continued and confirmed.

21. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or

employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

22. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of the Ignite Group, or Residual Co. or to have taken or maintained possession or control of the business or property of any of the Ignite Group or Residual Co., or any part thereof other than the funds received in accordance with the Purchase Agreement; or (b) be deemed to be in Possession (as defined in the ARIO) of any property of the Ignite Group or Residual Co. within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise other than the funds received in accordance with the Purchase Agreement.

23. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or be deemed to be, a director, officer, or employee of Residual Co. *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising as a direct result of the gross negligence or wilful misconduct of the Monitor.

24. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of Residual Co.

## **RELEASES**

25. **THIS COURT ORDERS** that effective upon the filing of the Monitor's Closing Certificate, (a) Ignite Group and their present directors, officers, employees, financial and legal advisors; (b) Residual Co., and its present directors, officers, employees, financial and legal advisors; (c) the Monitor and its legal counsel and their respective current and former directors, officers, partners, employees, and advisors; (d) Primary, in its capacities as (i) unsecured lender to the Applicants; (ii) ultimate parent company of the Applicants; and (iii) the DIP Lender, and its current and former directors, officers, partners, employees, financial and legal advisors; (e) Southampton, and its present and former directors, officers, employees, financial and legal advisors; and (f) KPMG CF, and its present and former directors, officers, partners, employees, and advisors, (collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages,

judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part of any act or omission, transaction, dealing or other occurrence existing or taking place during these CCAA Proceedings and prior to the filing of the Monitor's Closing Certificate, or undertaken or completed in connection with or pursuant to the terms of this Order or these CCAA Proceedings, or arising in connection with or relating to the Purchase Agreement, the completion of the Transactions, the closing documents, any agreement, document, instrument, matter or transaction involving the Ignite Group arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transactions (collectively, the "**Released Claims**"), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing herein shall release any claim that that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or any obligations of any Released Party under, or in connection with, the Purchase Agreement, or the closing documents, and that certain guarantee made by Primary to and in favour of, and in respect of the Company's indebtedness to, Aviva on November 15, 2021 (as described in the Initial Livingstone Affidavit).

### **SEALING PROVISION**

26. **THIS COURT ORDERS** that Confidential Appendix "A" to the First Report is hereby sealed and shall not form part of the public record, subject to further order of this Court sought on not less than seven (7) days notice to the Purchaser and, provided it has not been discharged, the Monitor.

27. **THIS COURT ORDERS** that Confidential Appendix "B" to the First Report is hereby sealed and shall not form part of the public record until closing of the Transactions contemplated under the Purchase Agreement, subject to further order of this Court sought on not less than seven (7) days notice to the Purchaser and, provided it has not been discharged, the Monitor.

### **GENERAL**

28. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

29. **THIS COURT ORDERS** that, following the Closing Time, Southampton and the Company shall be authorized to take all steps as may be necessary to affect the discharge of the Claims and Encumbrances as against the Company, the Purchased Shares, and the Property.

30. **THIS COURT ORDERS** that, following the Closing Time, the title of these proceedings is hereby changed to

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

AND IN THE MATTER OF THE COMPROMISE OR  
ARRANGEMENT OF 1000704712 ONTARIO INC., IGNITE HOLDINGS INC., AND IGNITE  
INSURANCE CORPORATION

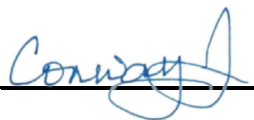
31. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.

32. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

33. **THIS COURT ORDERS** that the Monitor or the Ignite Group shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court, tribunal or administrative body whether in Canada, the United States, or elsewhere, for orders which aid and complement this Order. All courts, tribunals and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Ignite Group and the Monitor as may be deemed necessary or appropriate for that purpose.

34. **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 Company, the Monitor and their respective agents 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 Company and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Company, the Monitor and their respective agents in carrying out the terms of this Order.

35. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern time on the date hereof; provided that, the transaction steps set out in paragraph 5 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 5 hereof.



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**Schedule A – Form of Monitor’s Closing Certificate**

Court File No. CV-23-00708635-00CL

**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 PLAN OF COMPROMISE OR ARRANGEMENT OF IGNITE  
HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION**

**MONITOR’S CERTIFICATE**

**RECITALS**

A. Pursuant to the Initial Order of Justice Conway of the Ontario Superior Court of Justice (Commercial List), (the “**Court**”) dated October 30, 2023, as amended and restated on November 9, 2023, Ignite Services Inc. (the “**Company**”), Ignite Holdings Inc., and Ignite Insurance Corporation (collectively, the “**Ignite Group**”) were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and KPMG Inc., was appointed as the monitor of the Ignite Group (in such capacity, the “**Monitor**”).

B. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Reverse Vesting Order of this Court dated November 9, 2023 (the “**ARVO**”).

C. Pursuant to the ARVO, the Court approved the Transactions contemplated by the Purchase Agreement dated October 26, 2023 between Ignite Holdings and Southampton, and ordered, *inter alia*, that: (i) all of the Ignite Group’s right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co.; (ii) all of the Excluded Liabilities shall be transferred to, assumed by and vest in Residual Co.; and (iii) all of the right, title and interest in and to the Purchased Shares shall vest absolutely and exclusively in Southampton free and clear of and from any Claims and Encumbrances, which vesting is to be effective upon the delivery by the Monitor to Southampton and the Ignite Group of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Ignite Group and Southampton that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement.

**THE MONITOR CERTIFIES** the following:

1. The Monitor has received from the Company its cash on hand.
2. The Monitor has received written confirmation from each of the Ignite Group and Southampton, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by each of the parties to the Purchase Agreement.
3. This Monitor's closing certificate was delivered by the Monitor at Toronto on \_\_\_\_\_, 2023.

**KPMG Inc., in its capacity as Monitor of the Ignite Group and not in its personal or corporate capacity.**

Per: \_\_\_\_\_  
Name:  
Title:



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

AND IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF IGNITE HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION

Applicants

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**ORDER  
(APPROVAL AND REVERSE VESTING ORDER)**

**STIKEMAN ELLIOTT LLP**  
5300 Commerce Court West  
199 Bay Street  
Toronto, ON M5L 1B9

**Maria Konyukhova (LSO #52880V)**  
Tel: (416) 869-5230  
mkonyukhova@stikeman.com

**Philip Yang (LSO #82084O)**  
Tel: (416) 869-5593  
pyang@stikeman.com

**Rania Hammad (LSO #86940I)**  
Tel: (416) 869-5578  
rhammad@stikeman.com

Lawyers for the Applicants

**EXHIBIT "C"**

referred to in the Affidavit of

**STEPHEN LIVINGSTONE**

Sworn November 22, 2023

DocuSigned by:

*Rania Hammad*

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A Commissioner for Taking Affidavits

## REIMBURSEMENT AGREEMENT

**THIS AGREEMENT** is made this 30<sup>th</sup> day of November, 2023 between KPMG Inc. (“**KPMG**”), in its capacity as Monitor (the “**Monitor**”) in the CCAA proceedings of Ignite Services Inc. (the “**Borrower**”), Ignite Holdings Inc. (“**Ignite Holdings**”), and Ignite Insurance Corporation (“**Ignite Insurance**” and, together with Ignite Holdings and the Borrower, the “**Obligors**”) and Primary Group Limited (the “**DIP Lender**”).

### RECITALS

The undersigned acknowledge the veracity of the following recitals:

- A. Pursuant to a term sheet dated as of October 26, 2023 (the “**DIP Term Sheet**”), the DIP Lender has made certain loans available to the Borrower pursuant to a debtor-in-possession facility (the “**DIP Facility**”).
- B. Pursuant to an Order (as subsequently amended and restated and as the same may be further amended, the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) made on October 30, 2023, the Obligors were granted protection pursuant to the *Companies’ Creditors Arrangement Act* (“**CCAA**”) and KPMG was appointed as Monitor.
- C. Pursuant to the Initial Order, the Borrower was authorized to borrow up to \$1.1 million under the DIP Facility and all such advances were secured by a super-priority court ordered charge on the Property (as defined in the Initial Order) of the Obligors (the “**DIP Lender’s Charge**”).
- D. The priority of the DIP Lender’s Charge is subject to certain other priorities, including the Administration Charge and the D&O Charge (each as defined in the Initial Order), and certain super priority deemed trust amounts owing to Canada Revenue Agency (the “**Priority Claims**”).
- E. During the pendency of determining the final allowed amounts of the Priority Claims, the Monitor has agreed that the amounts owing under the DIP Facility may be repaid subject to the terms of this Agreement.

### **THEREFORE:**

**IN CONSIDERATION** of the premises, the covenants set forth herein and other consideration (the receipt and sufficiency of which each of them acknowledges), the parties agree as follows:

### **ARTICLE 1 – INTERPRETATION**

- 1.1 Capitalized terms used herein and not otherwise defined have the meaning given to them in the DIP Term Sheet.

## ARTICLE 2 – PAYMENT AND RECEIPT

2.1 Upon closing of the Transaction, the Monitor shall as soon as practicable, and in any event no later than 2 business days after the closing of the Transaction, pay to the DIP Lender, \$1.1 million, being the full amount owing under the DIP Facility (the “**Distribution**”).

2.2 The DIP Lender shall as soon as practicable provide the Monitor with such duly executed instruments of receipt and release as the Monitor may reasonably require.

2.3 In the event that a return, refund or repayment of the Distribution or portion thereof is required, as determined by the Monitor in its reasonable discretion:

- (a) to satisfy any deficit relating to the Priority Claims; or
- (b) on such other grounds as may be approved by the Court,

the DIP Lender will, upon written request thereof (which may be by email), refund to the Monitor the portion of the Distribution as may have been requested by the Monitor no later than 5 business days after receipt of such request

2.4 To the extent that the Distribution or portion thereof is refunded hereunder, the DIP Lender will enjoy the same rights as if such sum had never been received by it, and no claim, demand or cause of action of the DIP Lender shall be released, diminished or otherwise prejudiced by its receipt of any sum which it is required to return, refund or repay to the Monitor.

2.5 The liability of the DIP Lender at any time to make returns, refunds or repayments hereunder will not exceed the total of the Distribution received by the DIP Lender and then outstanding and the DIP Lender shall not be responsible for any additional interest or other amounts accruing; provided, however, that the limitation of liability provided in this Section 2.5 hereof shall not apply to any breach by the DIP Lender of Section 2.3 hereof.

2.6 The Monitor will not be obliged to make any demand upon or commence any proceedings or otherwise have recourse against any person or entity other than the DIP Lender before being entitled to request a refund from the DIP Lender hereunder.

2.7 This Agreement shall terminate upon the earliest of (a) the final distribution in respect of Priority Claims to the beneficiaries of such claims from the remaining proceeds of sale from the Transaction; (b) the refund of the full amount of the Distribution by the DIP Lender; and (c) February 29, 2024.

## ARTICLE 3 – AUTHORITY

3.1 In matters pertaining to this Agreement, the Monitor is acting solely as such and will have no personal or corporate liability as a consequence of this Agreement or anything done by it pursuant thereto.

## ARTICLE 4 -- GENERAL PROVISIONS

4.1 **Further Assurances.** Each of the parties to this Agreement covenants with the other that it shall at all times and from time to time execute such documents, various consents and other instruments and do all such acts and shall cause its nominee or nominees to so act to the extent, if any, which may be permitted by law, as may be necessary or desirable to give full and proper effect to the provisions and the intention of this Agreement.

4.2 **Amendment.** No amendment hereto shall be binding upon the parties unless it is in writing and is executed by all of the parties hereto.

4.3 **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario, Canada.

4.4 **Non-Waiver.** The failure of any party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto, or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the applicable party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

4.5 **Entire Agreement.** Each party acknowledges that this Agreement constitutes the entire contract and that there are no rights, representations, conditions, warranties or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than those contained herein.

4.6 **Time of the Essence.** Time shall be of the essence of this Agreement and each and all of its provisions.

4.7 **Business Days.** If any action is required to be taken hereunder on or by a specified date which is not a business day, then such action will be valid if taken on the next succeeding business day.

4.8 **Sections.** The division of this Agreement into sections and subsections is for convenience of reference only and is not to affect its construction or interpretation. Words herein in the singular include the plural and vice-versa and words in one gender include all genders.

4.9 **Assignment.** This Agreement will be binding upon and enure to the benefit of the respective successors and assigns of the parties. However, no assignment of this Agreement by any party will have force or effect unless made with the prior written consent of the others.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed the within Agreement as of the date above first written.

**PRIMARY GROUP LIMITED**

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

Name: Shane O'Neill

Title: General Counsel

**KPMG INC., SOLELY IN ITS CAPACITY  
AS MONITOR OF IGNITE HOLDINGS  
INC., IGNITE SERVICES INC., AND  
IGNITE INSURANCE CORPORATION,  
AND NOT IN ITS PERSONAL OR  
CORPORATE CAPACITY**

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

Name:

Title:

**TAB 3**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE )  
 )  
JUSTICE KIMMEL ) WEDNESDAY THE 29<sup>TH</sup> DAY  
 ) OF NOVEMBER, 2023

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 IGNITE  
HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION

Applicants

**PRIORITY CLAIMS ORDER**

**THIS MOTION**, made by Ignite Services Inc., Ignite Holdings Inc., and Ignite Insurance Corporation (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order establishing a priority claims procedure to identify, quantify and resolve any Priority Claims (as that term is defined below), was heard this day by judicial videoconference via Zoom.

**ON READING** the Affidavit of Steve Livingstone sworn November 22, 2023 (the "**Third Livingstone Affidavit**") and the Exhibits attached thereto, the Second Report of KPMG Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated November [●], 2023, and on hearing the submissions of counsel for the Applicants, the Monitor, Aviva Insurance Company of Canada ("**Aviva**"), Primary Group Limited (the "**DIP Lender**"), Southampton Financial Inc., and the Canada Revenue Agency, and such other parties as listed on the Participant Information Form, with no one else appearing although duly served as appears from the affidavit of service of Rania Hammad, as filed,

**SERVICE**

1. **THIS COURT ORDERS** that service of the Notice of Motion and the Motion Record is hereby validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.



## DEFINITIONS

2. **THIS COURT ORDERS** that for purposes of this Priority Claims Order, any capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Order of the Honourable Justice Conway dated November 9, 2023 (the “**Approval and Reverse Vesting Order**”), and the following terms shall have the following meanings:

- (a) “**Barred Priority Claims**” has the meaning ascribed to it in paragraph 6 of this Priority Claims Order;
- (b) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (c) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (d) “**Disputed Priority Claim**” means any asserted Priority Claim, or portion thereof, which the Monitor disputes pursuant to a Notice of Dispute delivered pursuant to paragraph 8 of this Priority Claims Order;
- (e) “**Initial CCAA Order**” means the Initial Order of the Honourable Justice Conway dated October 30, 2023, and as amended and restated on November 9, 2023;
- (f) “**Newspaper Notice**” means the notice to Priority Claimants for publication substantially in the form attached as Schedule “A” hereto;
- (g) “**Notice Letter**” means the notice substantially in the form attached as Schedule “B” hereto;
- (h) “**Notice of Dispute**” means a notice substantially in the form attached as Schedule “D” hereto;
- (i) “**Person**” means any individual, partnership, limited partnership, firm, joint venture, trust, entity, corporation, limited or unlimited liability company, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or similar entity, howsoever designated or constituted and wherever located;
- (j) “**Priority Claim**” means any indebtedness, liability, obligation or claim of any kind

whatsoever against the Purchased Shares that ranks in priority to the Senior Secured Obligations but excluding any indebtedness, liability, obligation or claim secured by a court ordered charge pursuant to the Initial CCAA Order or any other Order within these CCAA proceedings;

- (k) **“Priority Claimant”** means any Person asserting a Priority Claim;
- (l) **“Priority Claims Bar Date”** means 5:00 p.m. (Toronto time) on January 11, 2024;
- (m) **“Priority Claims Procedure”** means the procedures outlined in this Priority Claims Order in connection with the identification, quantification and resolution of Priority Claims, as may be amended or supplemented by further order of the Court;
- (n) **“Proof of Claim”** means a proof of claim form in substantially the form attached hereto as Schedule “C”, and which when filed by any Priority Claimant in connection with a Priority Claim shall include all supporting documentation in respect of such Priority Claim; and
- (o) **“Senior Secured Obligations”** means all indebtedness, liabilities and obligations owing by the Applicants to Aviva under the loan agreement dated November 15, 2021, and the conditional limitation of liability agreement dated October 27, 2023, as amended (as described and attached as an exhibit to the Initial Livingstone Affidavit and the Second Livingstone Affidavit, respectively).

### **NOTICE OF PRIORITY CLAIMS BAR DATE**

3. **THIS COURT ORDERS** that the Monitor shall provide notice of this Priority Claims Order and the Priority Claims Bar Date by:

- (a) Delivering within five (5) Business Days by email or, where no known email is available, prepaid ordinary mail a Proof of Claim form and Notice Letter to all Persons that: (i) is a known potential Priority Claimant listed in the books and records of the Applicants; or (ii) registered an interest against the Applicants under the *Personal Property Security Act* (Ontario);

- (b) Causing the Newspaper Notice (or condensed version thereof, as the Monitor may deem appropriate) to be published for one (1) Business Day in *The Globe and Mail* (National Edition) as soon as practicable after the date of this Priority Claims Order; and
- (c) Posting within three (3) Business Days the Notice Letter on the Monitor's case website: <https://kpmg.com/ca/IgniteGroup>.

4. **THIS COURT ORDERS** that the Monitor shall, provided such request is received prior to the Priority Claims Bar Date, deliver as soon as practically possible following receipt of a request therefor, a copy of the Proof of Claim to any Person claiming to be a Priority Claimant and requesting such Proof of Claim.

#### **PRIORITY CLAIMS BAR DATE**

5. **THIS COURT ORDERS** that any Person asserting a Priority Claim shall deliver to the Applicants and the Monitor by the Priority Claims Bar Date a completed Proof of Claim which shall provide for such information and supporting documentation as is necessary to establish such Priority Claim, including: (i) detailed accounting supporting the quantum of the asserted Priority Claim, and (ii) the basis and the supporting documents or agreements on which the asserted Priority Claim may rank in priority to the Senior Secured Obligations. For greater certainty, no Person asserting a Priority Claim shall be entitled to submit a placeholder claim or provide for any reservation of rights to add or amend a Proof of Claim at a later date except as specifically provided for herein.

6. **THIS COURT ORDERS** that any Person that does not file a Proof of Claim in accordance with this Priority Claims Order so that such Proof of Claim is received by the Monitor by the Priority Claims Bar Date shall be forever barred, estopped and enjoined from asserting or enforcing a Priority Claim against the Purchased Shares, the Applicants, Residual Co. or the Purchaser ("**Barred Priority Claims**"), and any and all such Barred Priority Claims shall be forever and irrevocably barred, extinguished and discharged as against the Purchased Shares, the Applicants, Residual Co. and the Purchaser, without any further act or notification.

#### **PRIORITY CLAIMS PROCESS**

7. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Claim and shall accept, settle, or dispute the amount and priority of each asserted Priority Claim set out therein

for the purpose of distribution, if any. At any time, the Monitor may request additional information with respect to any asserted Priority Claim, and may request that the Priority Claimant file a revised Proof of Claim. The Monitor shall consult with the Applicants and the DIP Lender prior to accepting, settling or disputing any Priority Claim.

8. **THIS COURT ORDERS** that if the Monitor is unable to resolve any asserted Priority Claim within a time period or in a manner satisfactory to the Monitor and wishes to dispute such asserted Priority Claim, the Monitor shall deliver a Notice of Dispute to the applicable Priority Claimant.

9. **THIS COURT ORDERS** that the Monitor may, at any time, refer any Disputed Priority Claim or a portion thereof for resolution to the Court, or as may be otherwise ordered by the Court or agreed to by the Monitor and the applicable Priority Claimant.

#### **NOTICE AND SERVICE**

10. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Priority Claims Order, serve and deliver or cause to be served and delivered any letters, notices or other documents to Priority Claimants or any other interested Person by forwarding copies by ordinary mail, courier, personal delivery or email to such Persons or their counsel (including counsel of record in any ongoing litigation) at the physical or electronic address, as applicable, last shown on the books and records of the Applicants or set out in such Priority Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth (5<sup>th</sup>) Business Day after mailing within Canada (other than within Ontario) and tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

11. **THIS COURT ORDERS** that any notice or other communication to be given under this Priority Claims Order to the Monitor shall be in writing in substantially the form, if any, provided for in this Priority Claims Order and will be sufficiently given only if delivered by courier, by personal delivery or email addressed to:

KPMG Inc., in its capacity as the Court-appointed Monitor of the Applicants  
Bay Adelaide Centre  
333 Bay Street #4600  
Toronto, ON M5H 2S5

Attention: Anamika Gadia / George Bourikas  
Email: [agadia@kpmg.ca](mailto:agadia@kpmg.ca) / [gbourikas@kpmg.ca](mailto:gbourikas@kpmg.ca)  
Telephone: (416) 777-3842 / (416) 777-8887

with a copy to:

Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8

Attention: Michael De Lellis / Ben Muller  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [bmuller@osler.com](mailto:bmuller@osler.com)  
Telephone: (416) 862-5997 / (416) 862-5923

12. **THIS COURT ORDERS** that any notice or other communication to be given under this Priority Claims Order to the Applicants shall be in writing in substantially the form, if any, provided for in this Priority Claims Order and will be sufficiently given only if delivered by courier, by personal delivery or email addressed to:

Stikeman Elliott LLP  
199 Bay Street, Suite 5300 Toronto, ON M5L 1B9  
Attention: Maria Konyukhova / Rania Hammad  
Email: [mkonyukhova@stikeman.com](mailto:mkonyukhova@stikeman.com) / [rhammad@stikeman.com](mailto:rhammad@stikeman.com)  
Telephone: (416) 869-5230 / (416) 869-5578

## **MONITOR PROTECTIONS**

13. **THIS COURT ORDERS** that, in carrying out the terms of this Priority Claims Order, the Monitor (a) shall have all the protections afforded to it by the CCAA, this Priority Claims Order, the Initial CCAA Order, and any other orders of the Court in these CCAA proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the Initial CCAA Order; (b) shall incur no liability or obligation as a result of carrying out the provisions of this Priority Claims Order, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of gross negligence or wilful misconduct; (c) shall be entitled to rely on the books and records

of the Applicants and any information provided by or on behalf of the Applicants or otherwise obtained by the Monitor, all without independent inquiry or investigation; (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; (e) shall be authorized and empowered to assist any Priority Claimant in the filing of a Proof of Claim; and (f) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Priority Claims Order from the Applicants or any of their affiliates, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Priority Claims Procedure. Nothing in this Priority Claims Order shall derogate from the protections afforded to the Monitor by the CCAA, any other federal or provincial applicable law or the Initial CCAA Order. The Monitor shall have no obligation to make any payment under this Priority Claims Order unless the Monitor is holding a reserve, as applicable, adequate to effect any such payment.

#### **REIMBURSEMENT AGREEMENT**

14. **THIS COURT ORDERS** that the agreement between the Monitor and the DIP Lender (the “**Reimbursement Agreement**”), a copy of which is attached as Exhibit “C” to the Third Livingstone Affidavit, is hereby approved and that the execution of the Reimbursement Agreement is hereby authorized, approved and ratified, with such minor amendments as the parties thereto may deem necessary. The Monitor and the DIP Lender are hereby authorized and directed to perform their obligations under the Reimbursement Agreement, including, without limitation, the payment of the Distribution (as defined in the Reimbursement Agreement) to the DIP Lender contemplated thereby, and to take such additional steps and execute such additional documents as may be necessary or desirable to complete these obligations.

#### **GENERAL**

15. **THIS COURT ORDERS** that the Applicants may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made to any Priority Claimant, any claims of any nature whatsoever that any of the Applicants may have against such Priority Claimant; provided that, neither the failure to do so nor the allowance of any Priority Claim hereunder shall constitute a waiver or release by the Applicants of any such claim that any of the Applicants may have against such Priority Claimant.

16. **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 or any

other jurisdiction to give effect to this Priority Claims Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Priority Claims Order, including the U.S. Bankruptcy Court. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Priority Claims Order or to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Priority Claims Order.

17. **THIS COURT ORDERS** that the Monitor, the Applicants, or any Priority Claimant may seek directions from this Court with respect to this Priority Claims Order on not less than seven (7) days' notice to the other parties or upon such other notice, if any, as this Court may order.

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## Schedule “A” – Newspaper Notice

NOTICE TO CREDITORS OF Ignite Holdings Inc., Ignite Services Inc., and Ignite Insurance Corporation (collectively, the “**Applicants**”).

NOTICE IS HEREBY GIVEN THAT, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) granted November 29, 2023 (the “**Priority Claims Order**”), any person who believes that they have a **PRIORITY CLAIM** against the Applicants must send a Proof of Claim to the Applicants and the Monitor to be received by 5:00 p.m. (Toronto time) on January 11, 2024 (the “**Priority Claims Bar Date**”). All capitalized terms not defined herein have the meanings ascribed to them in the Priority Claims Order.

PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE PRIORITY CLAIMS BAR DATE WILL BE FOREVER EXTINGUISHED AND SUCH PRIORITY CLAIMANTS WILL BE FOREVER BARRED, ESTOPPED AND ENJOINED FROM ASSERTING OR ENFORCING A PRIORITY CLAIM AGAINST THE PURCHASED SHARES, THE APPLICANTS, RESIDUAL CO. OR THE PURCHASER.

PLEASE NOTE THAT ANY PERSON WITH A **SECURED CLAIM** OR **UNSECURED CLAIM** IS NOT REQUIRED TO SUBMIT A PROOF OF CLAIM IN THIS PROCESS IN RESPECT OF SUCH SECURED CLAIM OR UNSECURED CLAIM AT THIS TIME. **ANY SECURED CLAIMS OR UNSECURED CLAIMS RECEIVED BY THE APPLICANTS AND THE MONITOR WILL NOT BE ACCEPTED, SETTLED OR DISPUTED, NOR WILL THEY BE FOREVER BARRED, EXTINGUISHED OR DISCHARGED.**

Further details regarding the Applicants, a copy of the Priority Claims Order and the Proof of Claim form can be obtained from the Monitor’s website at <https://kpmg.com/ca/igniteGroup>.

For questions, please contact the Monitor at:

KPMG Inc., in its capacity as the Court-appointed Monitor of the Applicants  
Bay Adelaide Centre  
333 Bay Street #4600  
Toronto, ON M5H 2S5

Attention: Anamika Gadia / George Bourikas  
Email: [agadia@kpmg.ca](mailto:agadia@kpmg.ca) / [gbourikas@kpmg.ca](mailto:gbourikas@kpmg.ca)  
Telephone: (416) 777-3842 / (416) 777-8887



## Schedule “B” – Notice Letter

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### NOTICE LETTER

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#### RE: NOTICE OF PRIORITY CLAIMS PROCEDURE & PRIORITY CLAIMS BAR DATE

This notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated November 29, 2023 (the “**Priority Claims Order**”), in the proceedings respecting Ignite Holdings Inc., Ignite Services Inc., and Ignite Insurance Corporation (collectively, the “**Applicants**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

Pursuant to the Initial Order dated October 30, 2023, KPMG Inc. was appointed as monitor in these CCAA proceedings (in such capacity, the “**Monitor**”), and pursuant to the Priority Claims Order is authorized to conduct a priority claims procedure (the “**Priority Claims Procedure**”) with respect to any indebtedness, liability, obligation or claim of any kind whatsoever against the Purchased Shares that ranks in priority to the Senior Secured Obligations but excluding any indebtedness, liability, obligation or claim secured by a court ordered charge pursuant to the Initial CCAA Order or any other Order within these CCAA proceedings (the “**Priority Claims**”). Additionally, the Monitor is required to send Proofs of Claim and Notice Letters to, among others, potential Priority Claimants. All capitalized terms not defined herein shall have the meanings ascribed to them in the Priority Claims Order.

The Priority Claims Order, the Proof of Claim, and related materials may be accessed from the Monitor’s Website at <https://kpmg.com/ca/igniteGroup>.

#### I. SUBMISSION OF A PROOF OF CLAIM

All persons wishing to assert a Priority Claim **MUST** file a Proof of Claim with the Applicants and the Monitor.

**Secured claims and unsecured claims are not being called for in this Priority Claims Procedure. Such claims will not be reviewed, considered or addressed in this Priority Claims Procedure.**

**The priority claims bar date is 5:00 p.m. (Toronto Time) on January 11, 2024 (the “Priority Claims Bar Date”).** Proofs of Claim in respect of Priority Claims must be completed and filed with the Applicants and the Monitor on or before the Priority Claims Bar Date.

**PROOFS OF CLAIM MUST BE ACTUALLY RECEIVED BY THE APPLICANTS AND THE MONITOR BY THE PRIORITY CLAIMS BAR DATE OR THE PRIORITY CLAIM WILL BE FOREVER AND IRREVOCABLY BARRED, EXTINGUISHED AND DISCHARGED.** If you are required to file a Proof of Claim pursuant to the Priority Claims Procedure but do not file a Proof of Claim in respect of a Priority Claim by the Priority Claims Bar Date you shall not be entitled to any distribution in respect of such Priority Claims.

## II. MONITOR CONTACT INFORMATION

The Monitor can be contacted at the following address for any enquiries with respect to the Priority Claims Procedure:

KPMG Inc., in its capacity as the Court-appointed Monitor of the Applicants  
Bay Adelaide Centre  
333 Bay Street #4600  
Toronto, ON M5H 2S5

Attention: Anamika Gadia / George Bourikas  
Email: [agadia@kpmg.ca](mailto:agadia@kpmg.ca) / [gbourikas@kpmg.ca](mailto:gbourikas@kpmg.ca)  
Telephone: (416) 777-3842 / (416) 777-8887

**Schedule "C" – Proof of Claim**

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**PROOF OF CLAIM**

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All capitalized terms not defined herein have the meanings ascribed to them in the Priority Claims Order dated November 29, 2023 in the proceedings of Ignite Holdings Inc., Ignite Services Inc., and Ignite Insurance Corporation under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

**I. PARTICULARS OF PRIORITY CLAIMANT:**

1. Full Legal Name of Priority Claimant:

\_\_\_\_\_ (the "**Priority Claimant**")

2. Full Mailing Address of the Priority Claimant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Telephone Number: \_\_\_\_\_

4. E-Mail Address: \_\_\_\_\_

5. Attention (Contact Person): \_\_\_\_\_

6. Have you acquired this Priority Claim by assignment?

Yes:  No:  (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Priority Claimant(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. PROOF OF CLAIM:**

1. I, \_\_\_\_\_  
(name of Priority Claimant if Priority Claimant is an individual or representative of the  
Priority Claimant if Priority Claimant is not an individual), of

\_\_\_\_\_

\_\_\_\_\_ do hereby certify:  
(city and province)

(a) that I [check (✓) one]

am the Priority Claimant; OR

am \_\_\_\_\_ (state position or title) of

\_\_\_\_\_ (name of Priority Claimant)

(b) that I have knowledge of all the circumstances connected with the Priority Claim referred to below;

(c) that complete documentation in support of the Priority Claim referred to below is attached;

(d) the Priority Claimant has a Priority Claim as follows:

a. TOTAL PRIORITY CLAIM: CDN\$ \_\_\_\_\_

Note: This should only include Priority Claims. Secured claims and unsecured claims will not be considered or addressed in this Priority Claims Procedure and should not be included here.

**III. EVIDENCE OF PRIORITY:**

1. In order to file your Proof of Claim, evidence of the priority or a basis for making a Priority Claim are required. Attach any supporting documents to the Proof of Claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. PARTICULARS OF PRIORITY CLAIM**

Other than as already set out herein, the particulars of the undersigned's total Priority Claim are attached.

*(Provide full particulars of the Priority Claim and supporting documentation, including detailed accounting of the amount, description of transaction(s) or agreement(s) giving rise to the Priority Claim, and date and number of all invoices, particulars of all credits, discounts, etc. claimed.)*

## V. FILING OF PRIORITY CLAIM

This Proof of Claim **MUST** be actually received by the Applicants and the Monitor **before 5:00 p.m. (Toronto time) on January 11, 2024** (the “**Priority Claims Bar Date**”).

Completed forms must be delivered by courier, personal delivery or email addressed to:

If to the Applicants:

Stikeman Elliott LLP  
199 Bay Street, Suite 5300  
Toronto, ON M5L 1B9

Attention: Maria Konyukhova / Rania Hammad  
Email: [mkonyukhova@stikeman.com](mailto:mkonyukhova@stikeman.com) / [rhammad@stikeman.com](mailto:rhammad@stikeman.com)  
Telephone: (416) 869-5230 / (416) 869-5578

If to the Monitor:

KPMG Inc., in its capacity as the Court-appointed Monitor of the Applicants  
Bay Adelaide Centre  
333 Bay Street #4600  
Toronto, ON M5H 2S5

Attention: Anamika Gadia / George Bourikas  
Email: [agadia@kpmg.ca](mailto:agadia@kpmg.ca) / [gbourikas@kpmg.ca](mailto:gbourikas@kpmg.ca)  
Telephone: (416) 777-3842 / (416) 777-8887

with a copy to:

Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8

Attention: Michael De Lellis / Ben Muller  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [bmuller@osler.com](mailto:bmuller@osler.com)  
Telephone: (416) 862-5997 / (416) 862-5923

**FAILURE TO FILE YOUR PROOF OF CLAIM SUCH THAT IT IS ACTUALLY RECEIVED BY THE APPLICANTS AND THE MONITOR BY THE PRIORITY CLAIMS BAR DATE WILL RESULT IN YOUR PRIORITY CLAIM BEING FOREVER AND IRREVOCABLY BARRED, EXTINGUISHED AND DISCHARGED AND IN YOU BEING PREVENTED FROM MAKING OR ENFORCING A PRIORITY CLAIM AGAINST THE PURCHASED SHARES, THE APPLICANTS, RESIDUAL CO. OR THE PURCHASER.**

**Certification**

I hereby certify that:

1. I am the Priority Claimant or an authorized representative of the Priority Claimant.
2. I have knowledge of all the circumstances connected with this Priority Claim.
3. I agree with the supporting documentation attached (if any).

All information submitted in this Proof of Claim form must be true, accurate and complete. Filing false or misleading information relating to your Proof of Claim may result in penalties.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**Schedule "D" – Notice of Dispute**

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**NOTICE OF DISPUTE**

**IN RESPECT OF ASSERTED PRIORITY CLAIMS AGAINST IGNITE HOLDINGS INC.,  
IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION**

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TO: [Priority Claimant Address]

Priority Claims Reference Number: \_\_\_\_\_

The Applicants hereby disagree with the quantum, validity and/or priority of the asserted Priority Claim as set out in the Proof of Claim. The Applicants dispute the asserted Priority Claim for the following reasons, among others:

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

AND IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF IGNITE HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION

Applicants

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**PRIORITY CLAIMS ORDER**

**STIKEMAN ELLIOTT LLP**

Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

**Maria Konyukhova (LSO #52880V)**

Tel: (416) 869-5230  
Email: mkonyukhova@stikeman.com

**Philip Yang (LSO #82084O)**

Tel: (416) 869-5593  
Email: pyang@stikeman.com

**Rania Hammad (LSO #86940I)**

Tel: (416) 869-5578  
Email: rhammad@stikeman.com

Lawyers for the Applicants



**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 IGNITE HOLDINGS INC., IGNITE SERVICES INC., and IGNITE INSURANCE CORPORATION**

Applicants

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD  
(RE: PRIORITY CLAIMS ORDER)  
(RETURNABLE NOVEMBER 29, 2023)**

**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

**Maria Konyukhova** (LSO#: 52880V)  
Tel: (416) 869-5230  
Email: mkonyukhova@stikeman.com

**Philip Yang** (LSO#: 82084O)  
Tel: (416) 869-5593  
Email: pyang@stikeman.com

**Rania Hammad** (LSO#: 86940I)  
Tel: (416) 869-5578  
Email: rhammad@stikeman.com

Lawyers for the Applicants