



No. S-211985
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF ARDENTON CAPITAL CORPORATION AND
ARDENTON CAPITAL BRIDGING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Stay Extension and Key Employee Retention Plan)

BEFORE THE HONOURABLE)
) May 6, 2021
MR. JUSTICE MACINTOSH)

ON THE APPLICATION of the Petitioners coming on for hearing by MS TEAMS at Vancouver, British Columbia, on the 6th day of May, 2021; AND ON HEARING William E.J. Skelly and Kyle Plunkett, counsel for the Petitioners, Colin Brousson, counsel for the Monitor, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Fifth Affidavit of James Livingstone, made on April 27, 2021 (the "**Livingstone #5 Affidavit**"), the Sixth Affidavit of James Livingstone, made on April 27, 2021, filed under Sealing Order (the "**Livingstone #6 Affidavit**"), the Pre-Filing Report of the KSV Restructuring Inc. (the "**Monitor**"), made on March 3, 2021, the First Report of the Monitor, made on March 10, 2021, the Second Report of the Monitor, made on March 25, 2021, and the Third Report of the Monitor, made on April 28, 2021 (collectively, the "**Monitor's Reports**"); AND UPON BEING ADVISED that the secured creditors who are likely to be affected by the charges created herein were given notice; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended, the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Unless otherwise indicated, the definitions contained in this Order have the same meaning as defined in the Second Amended and Restated Initial Order filed in these proceedings on April 1, 2021.
2. The Stay Period be and is hereby extended to and including July 6, 2021.
3. The key employee retention plan (the “**KERP**”) of the Petitioner, Ardenton Capital Corporation (“**ACC**”), and its subsidiary, Ardenton Capital Canada Inc., which is described in the Livingstone #5 Affidavit, and in unredacted form in Confidential Exhibit “A” of the Livingstone #6 Affidavit, filed under Sealing Order, be and is hereby approved, and ACC is authorized and directed to make the payments contemplated thereunder should the employees become entitled thereto in accordance with the terms and conditions of the KERP.
4. Each of the beneficiaries of the KERP shall be entitled to the benefit of and are hereby granted a charge on the Property (the “**KERP Charge**”), which KERP Charge shall not exceed an aggregate amount of \$496,000, to secure the amounts payable under the KERP pursuant to section 3 herein. The KERP Charge shall have the priority set out in section 5 herein.
5. The KERP Charge shall have the benefit of paragraphs 41 through 46 of the Second Amended and Restated Initial Order and constitute a “Charge”. The KERP Charge shall rank in priority to all Encumbrances other than: (a) the liens and encumbrances in favour of HSBC Bank Canada against the Property existing as at the date of the Initial Order; (b) the Administration Charge; (c) the Interim Lender’s Charge; and (d) the Director’s Charge, such that the priorities of the Administration Charge, the Directors’ Charge, the KERP Charge, the Intercompany Charge and the Interim Lender’s Charge, as among them, shall be as follows:

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

Second – Interim Lender’s Charge;

Third – Director’s Charge (to the maximum amount of \$240,000);

Fourth – KERP Charge (to the maximum amount of \$496,000); and

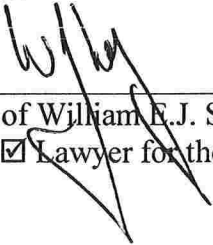
Fifth – Intercompany Charge in the case of the Property of ACC.

6. In the event that any of the beneficiaries of the KERP are terminated with cause or resign prior to being entitled to receiving payment thereunder, ACC may be permitted to substitute such employee or employees with a new employee, with the approval of the Monitor, provided that any such substitution shall not exceed the total aggregate of the KERP Charge.

7. The relief sought at paragraph 7 of the draft Order Made After Application, Schedule “B” to the Notice of Application filed in these proceedings on April 28, 2021, is adjourned generally.

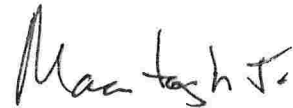
8. Endorsement of this Order by counsel appearing on this Notice of Application, except for counsel for the Petitioners, is hereby dispensed with.

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



Signature of William E.J. Skelly
 Party Lawyer for the Petitioners

BY THE COURT



REGISTRAR

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Schedule "A"

(List of Counsel)

Name of Counsel	Party Represented
William E.J. Skelly Thomas W. Clifford	The Petitioners, Ardenton Capital Corporation and Ardenton Capital Bridging Inc.
Colin Brousson	The Monitor, KSV Restructuring Inc.
Kibben Jackson	Montrusco Bolton Investments Inc., Montrusco Bolton Alternative Fund L.P., MBI/Ardenton Private Equity Income Fund, L.P. and MBI/Ardenton Private Equity Income and Growth Fund, L.P.
Adrienne Ho	Leone Financial Corporation, shareholder of 1971035 Ontario Inc.
Christopher Ramsay	RCM Capital Management Ltd.