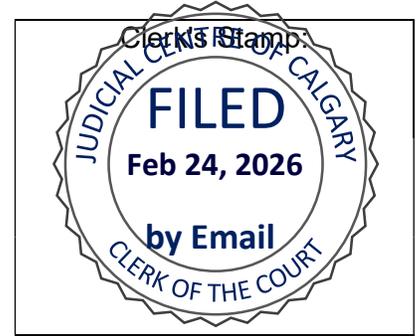


COURT FILE NUMBER 25-3336652
B301-336652

COURT COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY



MATTER IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
RSC 1985, C B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL OF IGNITE ALLIANCE CORP.

APPLICANT IGNITE ALLIANCE CORP.

DOCUMENT **BRIEF OF LAW OF IGNITE ALLIANCE CORP.**

Burnet, Duckworth & Palmer LLP
2400, 525 – 8th Avenue SW
Calgary, AB T2P 1G1

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF
PARTIES FILING THIS
DOCUMENT

Lawyers: Ryan Algar
David LeGeyt
Jessica MacKinnon

Phone: (403) 260-0126 / 0210 / 0112

Email: ralgar@bdplaw.com
dlegeyt@bdplaw.com
jmackinnon@bdplaw.com

File No. 69910-19

**Hearing via Webex before the Honourable Justice M.H. Bourque
on the Commercial List, on March 2, 2026, commencing at 3:00PM**

TABLE OF CONTENTS

	Page
I. INTRODUCTION.....	1
II. FACTS	3
III. ISSUES.....	3
IV. ARGUMENT.....	3
A. The Deadline for Ignite to File its Proposal Should be Extended	3
B. The Administration Charge Should be Granted.....	4
C. The Cash Management System and the Priority Lender's Charge Should be Approved 5	5
D. The KERP and the KERP Charge Should be Approved	9
E. The D&O Charge Should be Approved	11
F. A Sealing Order Should be Granted in Respect of the Confidential Appendix	12
V. CONCLUSION AND REQUESTED RELIEF.....	12

I. INTRODUCTION

1. This Bench Brief is filed in support of an application (the "**Application**") by Ignite Alliance Corp. ("**Ignite**" or the "**Applicant**") for an Order, among other things:

- (a) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
- (b) pursuant to section 64.2 of the *Bankruptcy and Insolvency Act* (the "**BIA**"),¹ declaring that:
 - (i) the Applicant's legal counsel, Burnet, Duckworth & Palmer LLP ("**BD&P**"), and KSV Restructuring Inc. ("**KSV**") in its capacity as proposal trustee of the Applicant (the "**Proposal Trustee**"), shall be paid their reasonable fees and disbursements at their normal rates and charges, including the professional fees and disbursements of the Proposal Trustee's legal counsel, MLT Aikins LLP (together with BD&P and the Proposal Trustee, the "**Administrative Professionals**"); and
 - (ii) the Administrative Professionals, as security for their respective professional fees and disbursements incurred both before and after the granting of the requested Order, shall be entitled to the benefit of and are hereby granted a first priority charge (the "**Administration Charge**") on all present and after-acquired property of Ignite (the "**Property**"), which charge shall not exceed an aggregate amount of \$450,000;
- (c) pursuant to Section 50.4 of the BIA, extending the time for Ignite to file its proposal to May 6, 2026 (the "**Stay Extension**");
- (d) pursuant to section 50.6 of the BIA, declaring that Ignite shall be authorized and empowered to obtain and borrow under a cash management system (defined and described below) from ATB Financial (or "**ATB**", and in such capacity, the "**Priority Lender**") in order to finance Ignite's working capital requirements and other general corporate purposes and capital expenditures during these proceedings (the "**Proposal Proceedings**"), provided that the proposed

¹ RSC 1985, c B-3. [TAB 1]

borrowings under such credit facility shall not exceed \$900,000 unless permitted by further order of this Court;

- (e) pursuant to section 50.6(3) of the BIA, declaring that the Priority Lender shall be entitled to the benefit of a charge (the "**Priority Lender's Charge**") on the Property to a maximum amount of \$460,000 to secure all obligations to the Priority Lender borrowed after the Court's approval of the Cash Management System (described below) ranking subordinate only to the Administration Charge;
- (f) pursuant to section 183 of the BIA, approving a key employee retention program (the "**KERP**") and a third-ranking priority charge in an amount to be determined but not to exceed \$100,000 in any event to secure all obligations owed to Ignite's CFO pursuant to the KERP (the "**KERP Charge**");
- (g) pursuant to section 64.1(2) of the BIA, requiring Ignite to indemnify its Director and Officers (the "**Director and Officers**") for liabilities incurred as director or officers of Ignite after the commencement of the within proceedings except to the extent that, with respect to any officer or director, (i) the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct, and (ii) there is no applicable insurance coverage for such liability, and establishing a fourth-ranking priority charge in the amount of \$260,000 in order to secure such indemnity (the "**D&O Charge**");
- (h) if necessary, granting a Sealing Order in respect of confidential information contained in the KERP (the "**Confidential Information**"), which will be attached as a confidential appendix (the "**Confidential Appendix**") to the First Report; and
- (i) such further and other relief as may be sought by Ignite and this Honourable Court may deem appropriate.

II. FACTS

2. The facts relied upon in support of this application are set out in Affidavit No. 1 of Steven Taylor sworn on February 23, 2026 (the "**Taylor Affidavit**"), and in the First Report of the Proposal Trustee (the "**First Report**"), which Ignite anticipates will be filed on or about February 26, 2026.²

III. ISSUES

3. This Application raises the following issues, namely should this Honourable Court:

- (a) grant the Stay Extension;
- (b) grant the Administration Charge;
- (c) approve the Cash Management System and grant the Priority Lender's Charge;
- (d) grant the D&O Charge;
- (e) approve the KERP and grant the KERP Charge; and
- (f) grant a Sealing Order in respect of the personal Confidential Information contained in the Confidential Appendix.

IV. ARGUMENT

A. The Deadline for Ignite to File its Proposal Should be Extended

4. Ignite filed a Notice of Intention to File a Proposal (the "**NOI**") on February 20, 2026 (the "**Filing Date**"). Accordingly, unless otherwise extended, the 30-day deadline to file a proposal prescribed by subsection 50.4 of the BIA will expire on March 22, 2026. Section 50.4(9) of the BIA provides that this Court:

Extension of time for filing proposal

(9) ...may grant the extensions, not exceeding 45 days for any individual extension and not exceeding in the aggregate five months after the expiry of the 30-day period referred to in subsection (8), if satisfied on each application that

² Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Application, the Taylor Affidavit or the First Report, as applicable.

(a) the insolvent person has acted, and is acting, in good faith and with due diligence;

(b) the insolvent person would likely be able to make a viable proposal if the extension being applied for were granted; and

(c) no creditor would be materially prejudiced if the extension being applied for were granted.

5. As more particularly set out in the Taylor Affidavit and in the First Report, Ignite is seeking the Stay Extension and other relief in order to advance the Proposal Proceedings, pursue the MNP Transaction and preserve and enhance the value of Ignite's business for the benefit of Ignite's stakeholders.³

6. Any amounts received pursuant to the MNP Transaction by the Applicant will be distributed to the stakeholders in accordance with their respective legal priorities. The requested extension will, if granted, enable Ignite to pursue the MNP Transaction and otherwise stabilize its business, which is be preferable to Ignite making an assignment into bankruptcy.

7. The Stay Extension, as sought by Ignite, would extend the deadline to file Ignite's proposal by 45 days from the end of the initial 30-day stay of proceedings of March 22, 2026, until May 6, 2026. Subsection 50.4(9) does not explicitly require that the 45-day extension run from the hearing date, and the deadlines in Division I of Part III of the BIA are not, in any case, to be interpreted in a manner that detrimentally affects the parties as a result of technicalities of court scheduling.⁴ Such an extension order has also been granted in other NOI proceedings before this Court.⁵

8. Ignite is not aware of any creditor who will be prejudiced by the granting of the Stay Extension.⁶

B. The Administration Charge Should be Granted

9. This Court's authority to grant the Administration Charge is set out in section 64.2 of the BIA, which provides that, on notice to secured creditors who are likely to be affected by the requested charge, the Court may grant a priority charge over the secured creditors in favour of,

³ Taylor Affidavit at para 57.

⁴ *Kids' Farm Inc., Re*, 2011 NBQB 240 at paras 13-14, 84 CBR (5th) 91. [TAB 2]

⁵ *Petrolama Energy Canada Inc. Re* (10 August 2022), Action No. 25-2851343, Judicial Centre of Calgary (Alta QB, Horner J) at para 16. [TAB 3]

⁶ Taylor Affidavit at para 89.

among others, the trustee, its legal counsel, and any legal or financial advisors of the respective company.⁷

10. Ignite has provided notice the relief sought at the Application to its secured creditors and the Canada Revenue Agency (the "**CRA**"), including that it intends to seek the Administration Charge.

11. Ignite is not aware of any secured creditor or other stakeholder who opposes the granting of the Administration Charge, which Ignite submits is necessary and is reasonable in the circumstances. Ignite requires the assistance of its legal counsel and the Proposal Trustee (and the Proposal Trustee, in turn, requires the assistance of its own legal counsel).⁸

12. Each of those professional firms requires some certainty as to payment and Ignite respectfully submits that a first-priority charge in their favour is a standard and optimal way to provide such certainty.

13. The Administration Charge is critical to Ignite's restructuring proceedings and is supported by the Proposal Trustee.⁹

C. The Cash Management System and the Priority Lender's Charge Should be Approved

14. Ignite seeks this Court's approval of the Cash Management System (defined and described below) and the granting of the Priority Lender's Charge, which secures any amounts advanced by the Priority Lender after the Court's approval of same.

15. Ignite currently utilizes a cash management system in the form of an operating line of credit (the "**Operating Facility**") provided by ATB with a maximum principal amount of \$700,000. Pursuant to the associated loan agreements, cash deposited to Ignite's account is swept on a daily basis and applied to the outstanding balance owing under the Operating Facility (the "**Cash Management System**").¹⁰ This Cash Management System provides liquidity to Ignite's business in the interim period between the provision of goods or services, and payment from Ignite's customers in respect of same.¹¹

⁷ BIA, s. 64.2 [Tab 1]

⁸ Taylor Affidavit at paras 60-61.

⁹ *Ibid* at para 62.

¹⁰ *Ibid* at para 38.

¹¹ *Ibid*.

16. Subject to the approval by this Court, ATB is prepared to provide up to an additional \$200,000 of credit (the "**Operating Bulge**"), for a total maximum availability under the Operating Facility of \$900,000 on the terms contained in the Forbearance Agreement, provided that any advances made after this Court's approval of the Cash Management System are secured by the Priority Lender's Charge to protect ATB's interests.¹²

17. Ignite seeks this Court's approval to continue to utilize the existing Cash Management System, including its existing bank accounts and arrangements with ATB during the Proposal Proceedings, which will, among other things, minimize disruption to Ignite's operations.¹³

18. The Cash Management System proposed is designed to replace the need for interim financing (a "**DIP Loan**"), which is beneficial to Ignite and its stakeholders for, among others, the following reasons:

- (a) Ignite requires access to credit to meet its working capital requirements during the Proposal Proceedings;
- (b) utilization of the existing Cash Management System avoids the need for ATB or another lender to prepare a term sheet in support of a DIP Loan which would likely attract additional fees;
- (c) by utilizing the existing Cash Management System (as amended), only the Operating Bulge will attract a higher interest rate than Ignite is currently paying, whereas the interest rate under a DIP Loan would likely be higher than the current rate under the Operating Facility;
- (d) having issued its Notice of Intention to Enforce Security pursuant to section 244 of the BIA (the "**244 Notice**") more than 10 days prior to Ignite commencing the Proposal Proceedings, ATB is not stayed by the filing of the NOI and does not otherwise need to support Ignite through the Proposal Proceedings; and

¹² *Ibid* at para 66.

¹³ *Ibid* at paras 64-65.

- (e) the Cash Management System will help to minimize disruptions to Ignite's customers, who can continue to pay using the pre-filing process with which they are familiar.¹⁴

19. This Court's authority to approve interim financing, and grant a priority charge securing the same, is confirmed in section 50.6 of the BIA, the relevant portions of which are provided as follows:

Order — interim financing

50.6 (1) On application by a debtor in respect of whom a notice of intention was filed under section 50.4 or a proposal was filed under subsection 62(1) and on notice to the secured creditors who are likely to be affected by the security or charge, a court may make an order declaring that all or part of the debtor's property is subject to a security or charge — in an amount that the court considers appropriate — in favour of a person specified in the order who agrees to lend to the debtor an amount approved by the court as being required by the debtor, having regard to the debtor's cash-flow statement referred to in paragraph 50(6)(a) or 50.4(2)(a), as the case may be. The security or charge may not secure an obligation that exists before the order is made.

...

Priority

(3) The court may order that the security or charge rank in priority over the claim of any secured creditor of the debtor.

...

Factors to be considered

(5) In deciding whether to make an order, the court is to consider, among other things,

(a) the period during which the debtor is expected to be subject to proceedings under this Act;

(b) how the debtor's business and financial affairs are to be managed during the proceedings;

(c) whether the debtor's management has the confidence of its major creditors;

(d) whether the loan would enhance the prospects of a viable proposal being made in respect of the debtor;

(e) the nature and value of the debtor's property;¹⁵

¹⁴ *Ibid* at para 66.

¹⁵ BIA, s. 50.6. [Tab 1]

(f) whether any creditor would be materially prejudiced as a result of the security or charge; and

(g) the trustee's report referred to in paragraph 50(6)(b) or 50.4(2)(b), as the case may be.

20. The secured creditors and other stakeholders have received notice of this Application. Accordingly, an order approving the Cash Management System and Priority Lender's Charge is appropriate as it accords with the factors set out in section 50.6(5) of the BIA.

21. While it is possible that one or more additional extensions of time within which to file a proposal will be sought, Ignite's obligation to seek approval of the MNP Transaction and the six-month outside date established by the BIA ensure that all steps in these Proposal Proceedings will be carried out in a timely fashion.

22. Ignite intends to manage its affairs as a going concern throughout the Proposal Proceedings which, as discussed in the Taylor Affidavit, requires the Cash Management System (supported by the Priority Lender's Charge) in order to continue the status quo during the restructuring.

23. Since, in the absence of the Priority Lender's Charge, Ignite will have insufficient liquidity and may face a liquidation scenario, the Cash Management System can only serve to enhance the value received by Ignite's stakeholders.

24. Similar to a traditional DIP Loan, the proposed Priority Lender's Charge does not secure amounts advanced prior to the approval of the Cash Management System, and Courts have authorized the use of Cash Management systems in lieu of a traditional interim financing.¹⁶

25. In *Re Comark Inc.*, the Court approved an interim financing facility similar to the Cash Management System, pursuant to which the company was required to deposit all cash from operations into a blocked account which was swept to pay down a pre-filing revolver facility.¹⁷ The Court recognized that it was cash generated from the company's post-filing operations that was being used to reduce the pre-filing indebtedness, however, the interim financing charge was not found to be securing any pre-filing obligations.¹⁸

¹⁶ See for example *Re Wallace & Carey Inc. et al.* (22 June 2023), 2301-08305, Judicial Centre of Calgary (Alta KB, Campbell J) at paras 3, 33. [Tab 4]

¹⁷ *Re Comark Inc.*, 2015 ONSC 2010, 266 ACWS (3d) 541 at para 19. [Tab 5]

¹⁸ *Ibid.* [Tab 5]

26. Similarly, in *Re Performance Sports Group*, the Court approved an interim financing facility under which the debtors' post-filing operating receipts were applied to pay down an existing pre-filing revolver, adding only incremental liquidity.¹⁹ The Court agreed that the debtor-in-possession DIP facility (the "**DIP**") preserved the pre-filing status quo by upholding the relative pre-filing priority position of each secured creditor. By only using post-filing cash receipts to pay down the accrued balance under the revolving credit facility, the DIP lenders were in no better position with respect to the priority of their pre-filing debt relative to other creditors. As a result, the Court found that no advances under the DIP facility would be used to pay pre-filing obligations.

27. Ignite anticipates that the Proposal Trustee will confirm its support for the proposed Cash Management System and Priority Lender's Charge in the First Report.

28. Accordingly, Ignite respectfully submits that the Cash Management System, together with the second-ranking Priority Lender's Charge in the amount of \$460,000, should be approved.

D. The KERP and the KERP Charge Should be Approved

29. Although neither the BIA nor the *Companies' Creditors Arrangement Act* (the "**CCAA**") specifically contemplates priority charges to secure KERPs, approvals of the same have been sought and granted in both BIA²⁰ and CCAA²¹ proceedings. The factors to be considered when determining whether to approve a KERP and the associated priority charge have been expressed as follows:

- (a) whether the Proposal Trustee supports the KERP;
- (b) whether the employees who are the subject of the KERP are likely to pursue other employment opportunities in its absence;
- (c) whether the subject employees are truly "key employees" whose continued employment is critical to the successful restructuring of the debtors;
- (d) whether the quanta of the proposed retention payments are reasonable; and

¹⁹ *Re Performance Sports Group Ltd.*, 2016 ONSC 6800 at paras 19-21. [Tab 6]

²⁰ See for example *Re Blue Sky Resources Ltd. et al.*, (17 December 2025), 25-3276975, Judicial Centre of Calgary (Alta KB), Dunlop J at paras 4-7 [Tab 7]

²¹ See for example *Aralez Pharmaceuticals Inc. (Re)*, 2018 ONSC 6980 at para 57. [Tab 8]

- (e) the business judgment of the board of directors regarding the necessity of the KERP.²²

30. As discussed in the Taylor Affidavit, the KERP is necessary to provide critical stability to Ignite's operations during the proposal period in order to ensure Ignite that the business is maintained as a going concern. Although Ignite's CFO has continued working for Ignite to date, Ignite would like to incentivize her to continue to do so as uncertainty increases during the proposal period.

31. The CFO has been integral to the business and has been involved with the pre-filing Sales Process efforts and the negotiation of a proposed transaction. It is crucial that Ms. DeBoon stays in her current role in order to permit continuity of the business and assist with any proposed transaction, including the MNP Transaction for the benefit of all stakeholders.²³ Ignite's Director has determined that the KERP is necessary and desirable in order to promote stability and maintain the going concern value of Ignite's business during the proposal period.²⁴

32. While it remains a work in progress, Ignite is confident that the quantum of the proposed KERP will be reasonable, and the timing of the payment(s) will be structured so as to align the CFO's incentives with the other stakeholders and maximize the chances of a successful transaction being consummated within the time frames contemplated.

33. Ignite understands that the Proposal Trustee is conceptually supportive of a KERP and a KERP Charge and will express its support in the First Report.²⁵

34. Ignite therefore respectfully requests that the KERP be approved, supported by a third-priority KERP Charge in the amount not to exceed \$100,000.

²² *Danier Leather Inc., (Re)*, 2016 ONSC 1044 at paras 72-78 33. [Tab 9]; See also *Just Energy Group Inc et al.*, 2021 ONSC 7630 at paras 7-25. [TAB 10]

²³ Taylor Affidavit at paras 70-72.

²⁴ *Ibid.*

²⁵ *Ibid* at para 75.

E. The D&O Charge Should be Approved

35. The Court's authority to grant a charge in favour of Director and Officers of a debtor in respect of which a NOI has been filed, is set out in section 64.1 of the BIA:²⁶

Security or charge relating to director's indemnification

64.1 (1) On application by a person in respect of whom a notice of intention is filed under section 50.4 or a proposal is filed under subsection 62(1) and on notice to the secured creditors who are likely to be affected by the security or charge, a court may make an order declaring that all or part of the property of the person is subject to a security or charge — in an amount that the court considers appropriate — in favour of any director or officer of the person to indemnify the director or officer against obligations and liabilities that they may incur as a director or officer after the filing of the notice of intention or the proposal, as the case may be.

Priority

(2) The court may order that the security or charge rank in priority over the claim of any secured creditor of the person.

Restriction — indemnification insurance

(3) The court may not make the order if in its opinion the person could obtain adequate indemnification insurance for the director or officer at a reasonable cost.

Negligence, misconduct or fault

(4) The court shall make an order declaring that the security or charge does not apply in respect of a specific obligation or liability incurred by a director or officer if in its opinion the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct or, in Quebec, the director's or officer's gross or intentional fault.

36. Although the Director and Officers do benefit from some liability insurance, as set out in the Taylor Affidavit, such insurance may be inadequate in the circumstances of Ignite's insolvency as it is subject to various exceptions, exclusions, and carve-outs. In light of the risks and uncertainties involved with having to make a claim under the existing insurance, the Director and Officers ought to be granted a D&O Charge in order to protect themselves from additional liabilities which they may incur after the commencement of the Proposal Proceedings.²⁷

²⁶ BIA, s. 64.1. [Tab 1]

²⁷ Taylor Affidavit at paras 77-78.

37. The amount of the requested D&O Charge is reasonable at \$260,000, and the quantum was arrived at following the development of the Cash Flow Statement with the Proposal Trustee, in light of the Directors' and Officers' potential post-filing liabilities. Further, the scope of the D&O Charge is limited as it only applies to the extent that the existing Directors' and Officers' insurance coverage does not apply.²⁸ Finally, the proposed form of Order excludes the possibility of the D&O Charge securing liability for gross negligence or wilful misconduct, as required by section 64.1 of the BIA.²⁹

38. Ignite therefore respectfully requests that a fourth-priority D&O Charge in the amount of \$260,000 be granted.

F. A Sealing Order Should be Granted in Respect of the Confidential Appendix

39. It is the Court's standard practice for the details of key employee retention plans to be protected by sealing orders, as the information contained in such documents comprises confidential and sensitive information regarding the identity and compensation of employees.³⁰ The aggregate amount of the KERP has been disclosed and the individual personal information adds nothing.³¹

40. The KERP will be disclosed and described with sufficient particularity in the application materials for interested parties to make submissions thereon if they so desire. The confidential terms which are specific to the employee involved are sensitive personal information, whose sensitivity outweighs any minimal public or commercial interest in disclosure. Ignite therefore respectfully requests that the employee particulars of the KERP be sealed on the Court file.

V. CONCLUSION AND REQUESTED RELIEF

41. For all of the foregoing reasons, Ignite respectfully requests that an Order (Stay Extension, Approval of the Administration Charge, the Priority Lender's Charge, the D&O Charge, the KERP Charge, and a Sealing Order) be granted in the form of the draft Order provided to the Court.

²⁸ *Ibid* at para 80.

²⁹ BIA, s. 64.1. [Tab 1]

³⁰ *Re Essar Steel Algoma Inc. et al*, 2015 ONSC 7656 at para 22. [Tab 11]

³¹ *Canwest Global Communications Corp. (Re)*, 2009 CanLII 55114 (ON SC), 59 CBR (5th) 72 at paras 51-52. [TAB 12]; *Altus Energy Services Ltd., Re*, 2011 CarswellAlta 2781 at paras 8-11. [TAB 13]; *Ontario Securities Commission v. Bridging Finance Inc.*, 2021 ONSC 4347 at paras 23-27. [TAB 14]

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 23rd day of February, 2026.


BURNET, DUCKWORTH & PALMER LLP,

Per: _____

Ryan Algar / David LeGeyt / Jessica MacKinnon
Counsel for the Applicant, Ignite Alliance Corp.

TABLE OF AUTHORITIES

AUTHORITIES	
1.	<i>Bankruptcy and Insolvency Act</i> , RSC 1985, c B-3
2.	<i>Kids' Farm Inc., Re</i> , 2011 NBQB 240, 84 CBR (5th) 91
3.	<i>Petrolama Energy Canada Inc., Re</i> (10 August 2022), 25-2851343, Judicial Centre of Calgary (Alta QB, Horner J)
4.	<i>Wallace & Carey Inc. et al., Re</i> (22 June 2023), 2301-08305, Judicial Centre of Calgary (Alta KB, Campbell J)
5.	<i>Re Comark Inc</i> , 2015 ONSC 2010 at para 19, 266 ACWS (3d)
6.	<i>Re Performance Sports Group Ltd.</i> , 2016 ONSC 6800
7.	<i>Blue Sky Resources Ltd. et al., Re</i> (17 December 2025), 25-3276975, Judicial Centre of Calgary (Alta KB), Dunlop J)
8.	<i>Aralez Pharmaceuticals Inc. (Re)</i> , 2018 ONSC 6980.
9.	<i>Danier Leather Inc., Re</i> , 2016 ONSC 1044 (Canlii), 33 CBR (6th) 221
10.	<i>Just Energy Group Inc.</i> , 2021 ONSC 7630
11.	<i>Re Essar Steel Algoma Inc. et al</i> , 2015 ONSC 7656.
12.	<i>Canwest Global Communications Corp., Re</i> , 2009 CarswellOnt 6184, 59 CBR (5th) 72
13.	<i>Altus Energy Services Ltd., Re</i> , 2011 CarswellAlta 2781 (QB)
14.	<i>Ontario Securities Commission v. Bridging Finance Inc.</i> , 2021 ONSC 4347.