

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 **SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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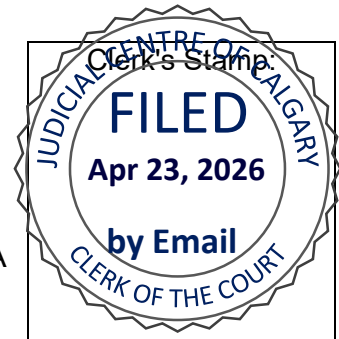
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File No. 69910-19



DATE ON WHICH ORDER WAS PRONOUNCED: APRIL 23, 2026

LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA

JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE C.M. JONES

UPON THE APPLICATION of Ignite Alliance Corp. ("**Ignite**" or the "**Company**") filed April 13, 2026, for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**APA**") between Ignite and MNP Digital Inc. (the "**Purchaser**") dated April 8, 2026, a partially redacted copy of which is attached to the Affidavit No. 2 of Steven Taylor sworn April 13, 2026 ("**Second Taylor Affidavit**") and vesting in the Purchaser, the

Company's right, title and interest in and to the purchased assets described in the APA (the "**Purchased Assets**");

AND UPON reading the certificate of filing a notice of intention to make a proposal (the "**NOI**") by Ignite dated February 20, 2026 (the "**Filing Date**"), pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") pursuant to which Ignite commenced the within proceedings (the "**NOI Proceedings**");

AND UPON reading Affidavit No. 1 of Steven Taylor sworn February 23, 2026 (the "**First Taylor Affidavit**"), the Second Taylor Affidavit and Affidavit No. 3 of Steven Taylor sworn April 13, 2026 (the "**Confidential Affidavit**" and collectively the "**Taylor Affidavits**");

AND UPON reading the order of the Honourable Justice M.H. Bourque dated March 2, 2026 (the "**First Stay Extension Order**");

AND UPON reading the First Report of KSV Restructuring Inc. in its capacity as the proposal trustee (the "**Proposal Trustee**") dated February 26, 2026 (the "**First Report**"), filed and the Second Report of the Proposal Trustee dated April 15, 2026 (the "**Second Report**" and collectively, the "**Reports**");

AND UPON reading the confidential supplement to the Second Report (the "**Confidential Supplement**" and together with the Confidential Affidavit, the "**Confidential Information**");

AND UPON reading the Affidavit of Service of Angelamor Molod Donor sworn April 21, 2026, filed; **AND UPON HEARING** the submissions of counsel for Ignite, the Proposal Trustee, the Purchaser and any other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application for this Order (the "**Order**") and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

INTERPRETATION

2. Capitalized terms not otherwise defined in this Order have the meaning given to them the Taylor Affidavits, the Reports or the APA.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the APA by Ignite is hereby authorized and approved, with such minor amendments as Ignite and the Purchaser, in consultation with the Proposal Trustee may deem necessary. Ignite is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Upon delivery of a Proposal Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Proposal Trustee's Closing Certificate**"), all of the Company's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the First Stay Extension Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
 - (c) any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta); and

(d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the obligations and liabilities of the Purchaser arising pursuant to any assumed contract listed in **Schedule "D"** hereto (the "**Assumed Contracts**", and the liabilities thereunder being, collectively, the "**Permitted Encumbrances**");

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. Upon delivery of the Proposal Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Proposal Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Alberta and Newfoundland and Labrador, as applicable, Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta or Newfoundland and Labrador Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Company in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Proposal Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by Ignite or the Proposal Trustee of the APA.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Proposal Trustee) shall stand in the place and stead of the Purchased Assets from and after delivery of the Proposal Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
9. Except as expressly provided for in the APA or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Ignite.
10. Upon completion of the Transaction, the Company and all persons who claim by, through or under the Company in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Company, or any person claiming by, through or against the Company.

12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Proposal Trustee or the Company.
13. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Company is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Company's records pertaining to the Company's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Company was entitled.

APPROVAL OF ASSIGNMENT OF ASSUMED CONTRACTS

15. All agreed Cure Costs (defined in and payable in accordance with the APA) shall be paid by the Purchaser to the relevant counterparty to an Assumed Contract on or before Closing or such later date as may be agreed to by the Purchaser and the relevant counterparty to an Assumed Contract.
16. For clarity, the only Assumed Contract for which there is a Cure Cost Payable is the CSP Microsoft Partner Agreement in respect of Microsoft AI Cloud Partner Program associated with Associated Partner ID 4688880.
17. Upon delivery of the Proposal Trustee's Closing Certificate in accordance with paragraph 4:
 - (a) all of Ignite's right, title, interest and obligations (if any) under the Assumed Contracts, shall be assigned, transferred, conveyed and assumed by the Purchaser (the "**Assignee**") pursuant to Section 84.1 of the BIA, and such assignment is valid and binding upon all counterparties to such Assumed Contract, notwithstanding any restriction, condition or prohibition in the Assumed Contract relating to the assignment thereof, including but not limited to, any transfer restrictions or provisions relating to a change of control requiring consent of, or

notice for any period in advance of the assignment to, any party to such Assumed Contract;

- (b) the Assumed Contracts shall remain in full force and effect and each counterparty to the Assumed Contract shall be prohibited from exercising any rights or remedies under the Assumed Contract and shall be forever barred, enjoined and estopped from taking any such action solely by the reason of:
 - (i) Ignite having sought or obtained relief under the BIA;
 - (ii) the insolvency of Ignite;
 - (iii) any failure by Ignite to perform a non-monetary obligation under the Assumed Contract; or
 - (iv) any defaults arising from the assignment of such Assumed Contract; and
- (c) The counterparties under the Assumed Contracts are hereby deemed to waive any and all defaults or events of default relating thereto and any and all notices of default and demand for payment or any other step or proceeding taken or commenced in connection therewith under the Assumed Contracts shall be deemed to have rescinded and of no further force and effect

RESTRICTED COURT ACCESS

- 18. The Confidential Information shall be sealed until:
 - (a) two (2) years following the earlier of:
 - (i) filing of the Proposal Trustee's Closing Certificate; or
 - (ii) Ignite making an assignment into bankruptcy pursuant to the provisions of the BIA; or
 - (b) further order of the Court.
- 19. Any interested person may apply to set aside paragraph 18 of this Order upon providing Ignite, the Proposal Trustee, the Purchaser and all other interested parties with seven (7) days' notice in accordance with the *Alberta Rules of Court*, Alta Reg. 124/2010 and this Order.

20. If directed by this Court, a copy of the Confidential Information shall be provided to the Clerk of the Court, who is hereby directed to seal any such copy in a sealed envelope which shall have a notice attached that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL DOCUMENTS. THESE CONFIDENTIAL DOCUMENTS ARE SEALED ON COURT FILE NO. B301-336652 PURSUANT TO THE ORDER OF THE HONORABLE JUSTICE C.M. JONES ON APRIL 23, 2026. THESE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED UNLESS OR UNTIL (A) TWO (2) YEARS MONTHS FOLLOWING THE EARLIER OF: (I) FILING OF THE PROPOSAL TRUSTEE'S CLOSING CERTIFICATE CONFIRMING CLOSING OF THE TRANSACTION; OR (II) IGNITE MAKING AN ASSIGNMENT INTO BANKRUPTCY PURSUANT TO THE PROVISIONS OF THE BIA; OR (B) FURTHER ORDER OF THE COURT.

MISCELLANEOUS MATTERS

21. Notwithstanding:
- (a) the pendency of these proceedings;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Company; and
 - (d) the provisions of any federal or provincial statute;

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company and shall not be void or voidable by creditors of the Company, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

22. Ignite, the Proposal Trustee, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary

in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

23. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Company, the Proposal Trustee and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.
24. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Proposal Trustee's website at <https://www.ksvadvisory.com/experience/case/ignite>,
- and service on any other person is hereby dispensed with.

25. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

SCHEDULE "A"
FORM OF PROPOSAL TRUSTEE'S CLOSING CERTIFICATE

Clerk's Stamp:

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.

DOCUMENT **PROPOSAL TRUSTEE'S CLOSING CERTIFICATE**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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File No. 69910-19

RECITALS

- A. Ignite Alliance Corp. ("**Ignite**" or the "**Company**") filed a notice of intention to make a proposal (the "**NOI**") dated February 20, 2026 (the "**Filing Date**"), pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**").
- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated April 23, 2026, the Court approved the asset purchase agreement made as of April 8, 2026 (the "**APA**") between

the Company and MNP Digital Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Company's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 6 of the APA have been satisfied or waived by the Company or the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the APA.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the APA;
2. The conditions to Closing as set out in Article 6 of the APA have been satisfied or waived by the Company and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.
4. This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

KSV Restructuring Inc., in its capacity as Proposal Trustee in respect of Ignite Alliance Corp. and not in its personal capacity.

Per: _____
Name:
Title:

SCHEDULE "B"
PURCHASED ASSETS

**AS SET OUT IN THE ASSET PURCHASE AGREEMENT DATED APRIL 8, 2026, BETWEEN
IGNITE ALLIANCE CORP. AND MNP DIGITAL INC.**

SCHEDULE "C"
ENCUMBRANCES TO BE DISCHARGED

Personal Property Encumbrances – Registered at Alberta Property Registry

<u>Registration Number</u>	<u>Type</u>	<u>Secured Party</u>
22052718446	Collateral General	Hewlett Packard Financial Services Canada Company
22111710698	Collateral General – purported PMSI	Ingram Micro Inc.
25012121693	Collateral General – purported PMSI	TD Synnex Canada ULC
25090321767	Collateral General – purported PMSI	Ingram Micro Inc.
25091512667	Collateral General – purported PMSI	Ingram Micro Inc.
25091519172	Collateral General – purported PMSI	Ingram Micro Inc.
25101019074	Collateral General – purported PMSI	Ingram Micro Inc.
25101019412	Collateral General – purported PMSI	Ingram Micro Inc.
25102125152	Collateral General – purported PMSI	Ingram Micro Inc.
25102126346	Collateral General – purported PMSI	Ingram Micro Inc.
25102311207	Collateral General – purported PMSI	Ingram Micro Inc.
25102311930	Collateral General – purported PMSI	Ingram Micro Inc.
25102312251	Collateral General – purported PMSI	Ingram Micro Inc.
25103034985	Collateral General – purported PMSI	Ingram Micro Inc.

25110612496	Collateral General – purported PMSI	Ingram Micro Inc.
25120928676	Collateral General – purported PMSI	Ingram Micro Inc.
25121924092	Collateral General – purported PMSI	Ingram Micro Inc.
26011317707	Collateral General – purported PMSI	Ingram Micro Inc.
26011626409	Collateral General – purported PMSI	Ingram Micro Inc.

Personal Property Encumbrances – Registered at Newfoundland and Labrador Property Registry

<u>Registration Number</u>	<u>Type</u>	<u>Secured Party</u>
20328829	Serial Number – 1FTFW1E86NFB85110 Motor Vehicle – 2022 Ford F150	Ford Credit Canada Company
22454789	Collateral General – purported PMSI	TD Synnex Canada ULC

**SCHEDULE "D
ASSUMED CONTRACTS**

**AS SET OUT IN THE ASSET PURCHASE AGREEMENT DATED APRIL 8, 2026 AT
SCHEDULE 1.1(i) ASSUMED CONTRACTS.**