

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 1000704712
ONTARIO INC., IGNITE HOLDINGS INC., AND IGNITE INSURANCE CORPORATION

Applicants

TERMINATION CERTIFICATE

RECITALS

1. KPMG Inc. ("**KPMG**") was appointed as the Monitor of Ignite Services Inc. ("**Ignite Services**"), Ignite Holdings Inc. ("**Ignite Holdings**"), and Ignite Insurance Corporation ("**Ignite Insurance**" and, together with Ignite Services and Ignite Holdings, the "**Ignite Group**") in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 30, 2023 (as amended, the "**Initial Order**").
2. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the CCAA Termination and Distribution Order (as defined below).
3. Pursuant to the Approval and Reverse Vesting Order of the Honourable Justice Conway dated November 9, 2023, the Court approved the purchase agreement dated October 26, 2023 (the "**Purchase Agreement**") between Ignite Holdings, as vendor, and Southampton Financial Inc. ("**Southampton**"), as purchaser, and the transactions contemplated therein (the "**Transactions**").
4. Upon closing of the Transactions on December 1, 2023, inter alia, (i) all of the Ignite Group's right, title and interest in and to the Excluded Assets (as defined in the Purchase Agreement) vested absolutely and exclusively in Residual Co.; (ii) all of the Excluded Liabilities (as defined in the Purchase Agreement) were transferred to, assumed by and vested in Residual Co.; (iii) all of the right, title and interest in and to the Purchased Shares (as defined in the Purchase Agreement) vested absolutely and exclusively in Southampton

free and clear of and from any Claims and Encumbrances (each as defined in the Purchase Agreement); and (iv) Ignite Services was deemed to cease being an Applicant in these CCAA Proceedings, with Residual Co. becoming an Applicant in these CCAA Proceedings.

5. Pursuant to an Order of this Court dated January 30, 2024 (the “**CCAA Termination and Distribution Order**”), among other things, KPMG shall be discharged as the Monitor and the Applicants’ CCAA Proceedings shall be terminated upon the service of this Termination Certificate on the service list in these CCAA Proceedings, all in accordance with the terms of the CCAA Termination and Distribution Order.


THE MONITOR CERTIFIES the following:

1. To the knowledge of the Monitor, all matters to be attended to in connection with the Applicants’ CCAA Proceedings (Court File No. CV-23-00708635-00CL) have been completed.

The CCAA Termination Time will occur upon service of the Termination Certificate by the Monitor on the service list in these CCAA Proceedings.

DATED at Toronto, Ontario this 2nd day of July, 2025.

KPMG INC. in its capacity as the Court-appointed Monitor of the Applicants and not in its personal or corporate capacity

Per: 

Name: **George Bourikas**
Title: **Vice President**

**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**

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

TERMINATION CERTIFICATE

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1000704712 Ontario Inc., Ignite Holdings Inc., and Ignite
Insurance Corporation and not in its personal capacity