



2024

Hfx No. 531463

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF A PLAN OR ARRANGEMENT OF SALTWIRE NETWORK INC., THE HALIFAX HERALD LIMITED, HEADLINE PROMOTIONAL PRODUCTS LIMITED, TITAN SECURITY & INVESTIGATION INC., BRACE CAPITAL LIMITED AND BRACE HOLDINGS LIMITED

BETWEEN:

Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP, each by their general partner, Fiera Private Debt GP Inc.

Applicants

-and-

Saltwire Network Inc., The Halifax Herald Limited, Headline Promotional Products Limited, Titan Security & Investigation Inc., Brace Capital Limited and Brace Holdings Limited

Respondents

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

BEFORE THE HONOURABLE JUSTICE KEITH IN CHAMBERS:

WHEREAS the Applicants applied for relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the "**CCAA**") in respect of the Respondents (the "**Companies**"), which was granted by an order dated March 13, 2024, amended and restated by order dated March 22, 2024 (the "**Amended and Restated Initial Order**"), which, among other things, appointed KSV Restructuring Inc. as CCAA Monitor (the "**Monitor**"), and, now or in the future, provides that the Monitor may apply for other relief under the CCAA as may be sought on notice of motion.

AND WHEREAS pursuant to an Order made on April 30, 2024, the Court approved a sales process (the "**Titan Sales Process**") for the sale of the assets and business of Titan Security & Investigation Inc. (the "**Company**").

DOC#11851093v5

AND WHEREAS on the Bid Deadline (as defined in the Fifth Report of the Monitor dated September 30, 2024, the "**Fifth Report**"), no bids acceptable to the Applicants were received and the Titan Sale Process was terminated.

AND WHEREAS Fiera Private Debt Fund III (Titan) LP ("**Titan III LP**"), by its general partner, Fiera Private Debt Fund (Titan III) Inc. (formerly Fiera Private Debt Fund (Titan III) GP Inc., "**Titan III**") and Fiera Private Debt Fund V (Titan) LP ("**Titan V LP**"), by its general partner, Fiera Private Debt Fund (Titan V) Inc. (formerly Fiera Private Debt Fund (Titan V) GP Inc., "**Titan V**") were entities formed by the Applicants to acquire the Purchased Shares (as defined below).

AND WHEREAS pursuant to an assignment agreement dated as of October 2, 2024 (the "**Assignment Agreement**"), Titan III LP and Titan V LP assigned their respective interests in the Subscription Agreement (defined below) to Titan III and Titan V respectively (Titan III and Titan V referred to herein as the "**Purchasers**").

AND WHEREAS unless otherwise noted, the defined terms herein shall be interpreted in accordance with a subscription agreement between the Company and the Purchasers dated September 27, 2024;

AND UPON motion of the Monitor for an Order (among other things):

- (a) approving the subscription agreement between the Company and the Purchasers dated September 27, 2024 (as assigned pursuant to the Assignment Agreement and as amended, the "**Subscription Agreement**"), and the transactions contemplated therein (the "**Transactions**");
- (b) forming a new corporation (hereinafter referred to as "**Residual Co.**") and adding Residual Co. as a Respondent in these proceedings (the "**CCA Proceedings**") in order to carry out the Transactions;
- (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 Subscription Agreement) to and in Residual Co.;
- (d) authorizing and directing the Company to file the Amendments to Memorandum (as defined in the Subscription Agreement);
- (e) terminating, redeeming or cancelling the existing shares of the Company;

- (f) authorizing and directing the Company to issue, and the Purchasers to subscribe for an aggregate of 1000 Class "A" Common Shares in the share capital of the Company as follows:
- i. 250 Class "A" Common Shares (the "**Titan III Purchased Shares**") to Titan III; and
 - ii. 750 Class "A" Common Shares (the "**Titan V Purchased Shares**" and together with the Titan III Purchased Shares, the "**Purchased Shares**") to Titan V; and
- (g) vesting in (i) Titan III all right, title and interest in and to the Titan III Purchased Shares; and (ii) Titan V all right, title and interest in and to the Titan III Purchased Shares free and clear of any Encumbrances (as defined below) other than the Permitted Encumbrances (as defined in the Subscription Agreement).

AND UPON reading the Fifth Report and the other materials on file herein;

AND UPON HEARING from counsel for the Monitor and such other counsel who were present and wished to be heard;

The following parties received notice of this application: see attached as **Schedule "B"**.

The following parties, represented by the following counsel, made submissions:

<u>Party</u>	<u>Counsel</u>
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On motion of the Monitor, the following is ordered:

SERVICE

1. **THIS COURT ORDERS** that the service of the notice of motion in chambers and the supporting documents, as set out in the affidavits of service filed with the Court, are hereby deemed adequate notice so that the motion is properly returnable today and further service thereof is hereby dispensed with.
2. Service of this Order is permitted at any time and place and by any means whatsoever.

DEFINED TERMS

3. **THIS COURT ORDERS** that the capitalized terms used in this Order and not defined herein shall have the meanings given to them in the Subscription Agreement or the Amended and Restated Initial Order.

APPROVAL AND VESTING

4. **THIS COURT ORDERS** that the Subscription Agreement and the Transactions are hereby approved and the execution of the Subscription Agreement by the Company is hereby authorized and approved, with such minor amendments as the Parties thereto may deem necessary or otherwise agree to, with the approval of the Monitor. The Company is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Amendments to Memorandum, the cancellation or redemption of the existing shares, the issuance and the subscription for the Purchased Shares by the Purchasers, and any such additional documents contemplated in the Subscription Agreement. Notwithstanding the foregoing, further Court approval is required if:

- (a) The Purchase Price paid under for the Purchased Shares is less than \$1,000,000;
- (b) ~~The Purchasers do not~~ offer continued employment ^{to} more than ~~90%~~ ^{90%} of those person employed by the Company as of October 18, 2024; and
- (c) The Closing Date is extended beyond December 31, 2024.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Parties to proceed with the Transactions (including, for certainty, the Pre-Closing Reorganization and Implementation Steps, as defined in the Subscription Agreement) and that no shareholder or other approval shall be required by the Parties in connection therewith.

6. **THIS COURT ORDERS** that, upon the delivery of a copy of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Purchasers (the time of such delivery being referred to herein as 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, all in accordance with the Subscription Agreement and the steps contemplated thereunder:

- (a) first, all of the right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co., and all Claims and Encumbrances (each as defined below) shall continue to attach to the Excluded Assets and to the proceeds from the Purchase Price in accordance with paragraph 6 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 (which for certainty includes 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) of the Company shall be transferred to, assumed by and vest absolutely and exclusively in Residual Co. such that the Excluded Liabilities shall become obligations of Residual Co. and shall no longer be obligations of the Company;
- (c) third, other than the Purchased Shares, all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person and are convertible or exchangeable for any securities of the Company, including without limitation the existing shares of the Company, or which require the issuance, sale or transfer by the Company of any shares or other securities of the Company and/or the share capital of the Company or otherwise relating thereto, shall be deemed terminated and cancelled;
- (d) fourth, all of the right, title and interest in and to:
 - (i) the Titan III Purchased Shares shall vest absolutely in Titan III; and
 - (ii) the Titan V Purchased Shares shall vest absolutely in Titan V,

free and clear of and from any and all 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 Amended and Restated Initial Order, the Order of this Court dated June 28, 2024, or any other orders in these CCAA proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Nova Scotia), or any other

personal property registry system (all of which are collectively referred to as the “**Encumbrances**”), other than the Permitted Encumbrances, and, for greater certainty, this Court orders that all of the Encumbrances (other than the Permitted Encumbrances) affecting or relating to the Purchased Shares are hereby expunged and discharged as against the Purchased Shares and the Continuing Assets, as applicable, and shall be of no further force and effect; and

- (e) fifth, the Company shall be deemed to cease being a Respondent in these CCAA Proceedings, and the Company shall be deemed to be released from the purview of the Amended and Restated Initial Order and all other Orders of this Court granted in respect of these CCAA Proceedings, save and except for this Order, the provisions of which (as they relate to the Company) shall continue to apply in all respects.

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

8. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Purchasers regarding the satisfaction or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

9. **THIS COURT ORDERS** that, pursuant to subsection 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, are authorized, permitted and directed to, at the Closing Time, disclose to the Purchasers all human resources and payroll information in the Company's records pertaining to past and current employees of the Company. The Purchasers 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.

10. **THIS COURT ORDERS AND DECLARES** that, at the Closing Time and without limiting the provisions of paragraph 6 hereof, the Purchase Price paid by the Purchasers to the Company is made at fair market value and that the Purchasers are arm's length parties with the Respondents. Nothing in this

paragraph shall release or discharge any Claims against Residual Co. with respect to Taxes that are transferred to Residual Co.

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all contracts to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no 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 the Company);
- (b) the insolvency of the Company or the fact that the Company obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or 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 the Company arising from the implementation of the Subscription Agreement, the Transactions, or the provisions of this Order.

12. **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 arising directly or

indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 11 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 from performing its obligations under the Subscription Agreement or be a waiver of defaults by the Company under the Subscription Agreement or related documents.

13. **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 the Purchasers 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.

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

- (a) the nature of the Continuing Liabilities 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 Company under or in respect of any Excluded Asset and Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such a right or claim against the Company, but will have an equivalent Excluded Liability Claim against Residual Co., in respect of the

Excluded Assets or 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 Company prior to the Closing Time.

15. **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 a Respondent in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) a "Respondent" or the "Respondents" shall refer to and include Residual Co., and (ii) "Property" 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. (the "**Residual Co. Property**"), and, for greater certainty, each of the Charges (as defined in the Amended and Restated Initial Order), shall constitute a charge on the Residual Co. Property.

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

- (a) the pendency of these CCAA Proceedings;
- (b) 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 the Company or Residual Co. and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company;

the Subscription 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 the Purchasers) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company or Residual Co. and shall not be void or voidable by creditors of the Company 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 or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. **THIS COURT ORDERS** that, effective as of the Closing Time, (i) the Company and its advisors, (ii) the Monitor, its affiliates and their respective legal advisors, (iii) the Purchasers and their advisors, (iv) the Applicants, the DIP Lender (as defined in the Amended and Restated Initial Order), and their respective affiliates and their advisors (the Persons listed in (i), (ii) (iii), (iv) being collectively, the "**Released Parties**" and each a "**Released Party**") shall be deemed to be forever irrevocably released by the Releasing Parties (as hereinafter defined) and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, 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 on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Time or undertaken or completed in connection with, in respect of, relating to, or arising out of the Transactions, the Subscription Agreement and the closing documents (collectively, subject to the excluded matters below, the "**Released Claims**"), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (a) any claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission that is finally determined by a court of competent

jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, (b) any obligations of any of the Released Parties under or pursuant to the Subscription Agreement, the closing documents and/or any agreement, document, instrument, matter or transaction involving the Company entered into pursuant to the foregoing, or (c) any claim or liability that is an insured claim under any insurance policy maintained by the Company or its advisors. "**Releasing Parties**" means any and all Persons.

GENERAL

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

19. **THIS COURT ORDERS** that, following the Closing Time, the title of these proceedings is hereby amended to be as follows:

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

AND IN THE MATTER OF THE PLAN OR ARRANGEMENT OF 3306133 NOVA SCOTIA LIMITED,
1003940 NOVA SCOTIA LIMITED, HEADLINE PROMOTIONAL PRODUCTS LIMITED, BRACE
CAPITAL LIMITED, BRACE HOLDINGS LIMITED AND 4648767 NOVA SCOTIA LIMITED

BETWEEN:

Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP, each by their general partner, Fiera
Private Debt GP Inc.

Applicants

-and-

3306133 Nova Scotia Limited, 1003940 Nova Scotia Limited, Headline Promotional Products Limited,
Brace Capital Limited, Brace Holdings Limited and 4648767 Nova Scotia Limited

Respondents

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

21. **THIS COURT ORDERS** that the Monitor, the Company, and/or Residual Co. 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 order 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 Monitor, the Company, and/or Residual Co. as may be deemed necessary or appropriate for that purpose.

22. **THIS COURT HEREBY REQUESTS** that this Order and all of its provisions are effective as of 12:01 a.m. Nova Scotia Time on the date hereof, provided that the Transactions steps set out in paragraph 6 hereof shall be deemed to have occurred sequentially, on after the other, in the order set out in paragraph 6 hereof.

DATED at Halifax, Nova Scotia, this 18 day of October, 2024.



Deputy Prothonotary

AMBER SABEAN
Deputy Prothonotary

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document,
identified by the seal of the court, is a true
copy of the original document on file herein.

OCT 18 2024



Deputy Prothonotary

Schedule "A"
Form of Monitor's Certificate

SUPREME COURT OF NOVA SCOTIA

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 OR ARRANGEMENT OF 3306133 NOVA SCOTIA LIMITED, 1003940 NOVA SCOTIA LIMITED,, HEADLINE PROMOTIONAL PRODUCTS LIMITED, TITAN SECURITY & INVESTIGATION INC., BRACE CAPITAL LIMITED AND BRACE HOLDINGS LIMITED (the "**Respondents**")

Monitor's Certificate

WHEREAS on March 13, 2024, the Supreme Court of Nova Scotia (the "**Court**") granted an order under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (as amended and restated on March 22, 2024, the "**Amended and Restated Initial Order**") in respect of the Respondents, which, among other things, appointed KSV Restructuring Inc. as monitor in these proceedings (the "**Monitor**").

AND WHEREAS pursuant to an Order of this Court dated [DATE] (the "**Approval and Reverse Vesting Order**"), the Court approved the subscription agreement dated September 27, 2024 (as amended, the "**Subscription Agreement**") entered into by and between Titan Security & Investigation Inc. (the "**Company**") and Fiera Private Debt Fund III (Titan) LP ("**Titan III LP**"), by its general partner, Fiera Private Debt Fund (Titan III) Inc. (formerly Fiera Private Debt Fund (Titan III) GP Inc., "**Titan III**") and Fiera Private Debt Fund V (Titan) LP ("**Titan V LP**"), by its general partner, Fiera Private Debt Fund (Titan V) GP Inc. (Fiera Private Debt Fund (Titan V) GP Inc., "**Titan V**") and as assigned by Titan III LP and Titan V LP to Titan III and Titan V respectively (Titan III and Titan V referred to herein as the "**Purchasers**"), and ordered, *inter alia*, that: (a) all of the Company's right, title and interest in and to the Excluded Assets and Excluded Liabilities (as defined in the Subscription Agreement) shall vest absolutely and exclusively in Residual Co.; (b) the authorization and direction of the Company to file the Amendments to the Memorandum; and (c) the authorization and direction of the Company to issue the Purchased Shares (as defined in the Subscription Agreement), and the vesting in Titan III the Titan III Purchased Shares and Titan V the Titan V Purchased

Shares, as set out in the Subscription Agreement, free and clear of any Encumbrances, other than the Permitted Encumbrances.

NOW THEREFORE THE MONITOR HEREBY CERTIFIES AS FOLLOWS:

1. The Purchasers have satisfied the Purchase Price (as defined in the Subscription Agreement) in accordance with the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Company and the Purchasers; and
3. The Closing Time is deemed to have occurred at _____, on _____, 2024.

DATED at _____, this _____ day of _____, 2024.

**KSV Restructuring Inc., in its capacity as
Monitor of the Respondents and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule "B"
Service List

<p>NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000, P.O. Box 53 Toronto, ON M5K 1E7</p> <p>Jennifer Stam Tel: 416.202.6707 jennifer.stam@nortonrosefulbright.com</p> <p>Katie Parent katie.parent@nortonrosefulbright.com</p> <p>-and-</p> <p>BOYNECLARKE LLP 99 Wyse Road, Suite 600 Dartmouth, Nova Scotia B3A 4S5</p> <p>Joshua J. Santimaw Tel: 902.460.3451 jsantimaw@boyneclarke.ca</p> <p>Lawyers for the Applicants, Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP</p>	<p>KSV RESTRUCTURING INC. 220 Bay Street, Suite 1300 Toronto Ontario M5J 2W3</p> <p>Bobby Kofman Tel: 416.932.6228 Email: bkofman@ksvadvisory.com</p> <p>Mitch Vininsky Tel: 416.932.6013 Email: mvininsky@ksvadvisory.com</p> <p>Monitor</p>
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