

**BUSINESS COMBINATION AGREEMENT FIRST AMENDING AGREEMENT**

**THIS BUSINESS COMBINATION AGREEMENT FIRST AMENDING AGREEMENT  
(this “Amending Agreement”) is made as of May 6, 2019**

BY AND AMONG:

**IGNITE INTERNATIONAL BRANDS, LTD.**, a corporation existing under the laws of the Province of British Columbia

(hereinafter referred to as “**Ignite CAN**”)

- and -

**1203243 B.C. LTD.**, a wholly-owned subsidiary of Ignite CAN incorporated under the laws of the Province of British Columbia

(hereinafter referred to as “**Merger Sub**”)

- and -

**1203238 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia

(hereinafter referred to as “**FinCo**”)

- and -

**IGNITE INTERNATIONAL, LTD.**, a corporation existing under the laws of Wyoming

(hereinafter referred to as “**Ignite US**”)

- and -

**THE SHAREHOLDERS OF IGNITE US**, as identified in Exhibit A of the Business Combination Agreement

(hereinafter referred to as “**Transferors**”).

**WHEREAS** Ignite CAN, Merger Sub, FinCo, Ignite US and the Transferors entered into a business combination agreement dated April 9, 2019 (the “**Original Agreement**”), whereby Ignite CAN agreed to acquire all shares of Ignite US not already held by Ignite CAN from the Transferors in exchange for the shares of Ignite CAN pursuant to section 288 of the *Business Corporations Act* (British Columbia);

**AND WHEREAS** Ignite CAN, Merger Sub, FinCo, Ignite US and the Transferors wish to make certain amendments to the Original Agreement as further detailed in this Amending Agreement;

**NOW THEREFORE IN CONSIDERATION OF** the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and adequacy whereof is hereby acknowledged), the parties agree as set forth below:

**1. Defined Terms**

Except as otherwise stated herein, all capitalized words and phrases not defined herein will have the same meanings herein as are given to such words and phrases in the Original Agreement.

**2. Amendments**

The Original Agreement is hereby amended as follows:

(a) section 2.2 is deleted in its entirety and replaced by the following:

“Subject to the terms and conditions set forth herein, on Closing, Ignite CAN will amend its Notice of Articles and Articles to create the Ignite CAN Proportionate Voting Shares, which shall have the rights and restrictions as set out in Exhibit E hereto, and redesignate the Ignite CAN Common Shares as Ignite CAN Subordinate Voting Shares and set out the rights and restrictions of Ignite CAN Subordinate Voting Shares as set out in Appendix A to Exhibit C hereto.”

(b) Exhibit C is deleted in its entirety and replaced by Appendix A hereto;

**3. Reference to and Effect on the Original Agreement**

On and after the date of this Amending Agreement, any reference to the Original Agreement or “Business Combination Agreement” in the Original Agreement or the exhibits thereto and any reference to the Original Agreement in any other agreements between the parties hereto will mean the Original Agreement as amended by this Amending Agreement. Except as specifically amended by this Amending Agreement, the provisions of the Original Agreement remain in full force and effect.

**4. Interpretation**

The Original Agreement shall, as of and from the date hereof, be read and construed in conjunction with this Amending Agreement and be treated as part thereof, and the Original Agreement, as amended by this Amending Agreement, will continue in full force and effect in accordance with the terms thereof and hereof.

**5. Entire Agreement**

This Amending Agreement constitutes the entire agreement between the parties with respect to the amendments contemplated in this Amending Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto, the purpose of which were to amend the Original Agreement.

**6. Counterpart Execution**

This Amending Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute one agreement. A counterpart delivered by way of facsimile or electronic mail shall be as effective as an originally signed and delivered counterpart.

**7. Successors and Assigns**

The terms and conditions of this Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

***[Remainder of this page is intentionally blank]***

IN WITNESS WHEREOF, this Amending Agreement has been executed and delivered as of the date above first written, by the duly authorized representatives of the parties hereto.

**IGNITE INTERNATIONAL BRANDS, LTD.**

By: (signed) Eddie Mattei  
Name: Eddie Mattei  
Title:

**1203243 B.C. LTD.**

By: (signed) Eddie Mattei  
Name: Eddie Mattei  
Title:

**1203238 B.C. LTD.**

By: (signed) Eddie Mattei  
Name: Eddie Mattei  
Title:

**IGNITE INTERNATIONAL, LTD.**

By: (signed) Jim McCormick  
Name: Jim McCormick  
Title:

**VERITAS INVESTMENTS, LTD.**

By: (signed) Gregory Gilpin-Payne  
Name: Gregory Gilpin-Payne  
Title:

**VULCAN ENTERPRISES SKN, LTD.**

By: (signed) Gregory Gilpin-Payne  
Name: Gregory Gilpin-Payne  
Title:

**[REDACTED – NAME]**

By: \_\_\_\_\_

Name:

Title:

**[REDACTED – NAME]**

By: \_\_\_\_\_

Name:

Title:

**[REDACTED – NAME]**

By: \_\_\_\_\_

Name:

Title:

**[REDACTED – NAME]**

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
**WITNESS**

*(signed) "Dan Bilzerian"*  
\_\_\_\_\_  
**DAN BILZERIAN**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**[REDACTED – NAME]**

\_\_\_\_\_  
**WITNESS**

*(signed) "Scott Rohleder"*  
\_\_\_\_\_  
**SCOTT ROHLEDER**

## Appendix A

## EXHIBIT C

### PLAN OF ARRANGEMENT

#### UNDER SECTION 288 OF THE *BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)*

#### ARTICLE 1 - DEFINITIONS AND INTERPRETATION

##### Section 1.1 Defined Terms

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

- (1) “**AmalCo**” means the continuing corporation to be constituted upon completion of the amalgamation of FinCo and Merger Sub.
- (2) “**Arrangement**” means the arrangement pursuant to section 288 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments thereto made in accordance with the terms of the Business Combination Agreement or made at the direction of the Court in the Final Order with the prior written consent of Ignite CAN.
- (3) “**Business Combination Agreement**” means the agreement made as of April 9, 2019 among Ignite CAN, FinCo, Merger Sub, Ignite US, and the shareholders of Ignite US, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.
- (4) “**BCBCA**” means the Business Corporations Act (British Columbia), as amended.
- (5) “**business day**” means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia are authorized or required by Law to be closed for business.
- (6) “**Court**” means the Supreme Court of British Columbia.
- (7) “**Depositary**” means Odyssey Trust Company or such other Person as Ignite CAN appoints in writing.
- (8) “**DRS Advice**” means a statement that evidences a direct registration system book-entry position on the share registers of Ignite CAN.
- (9) “**Effective Date**” means the date that Ignite CAN, FinCo and Merger Sub agree in writing to be the date upon which the Arrangement becomes effective.
- (10) “**Effective Time**” means with respect to: (i) the step described in Section 3.1(a), the time that a notice of alteration in respect of the step described in Section 3.1(a) is filed with the

Registrar and (ii) with respect to all other circumstances, (A) if the Financing is completed prior to the Effective Date, the time that the amalgamation application in respect of the step described in 3.1(c) is filed with the Registrar, or (B) if the Financing is not completed prior to the Effective Date, the time that a notice of alteration in respect of the step described in Section 3.1(a) is filed with the Registrar, or such other time on the Effective Date as Ignite CAN, FinCo and Merger Sub agree to in writing.

- (11) “**Encumbrance**” means any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.
- (12) “**Final Order**” means the final order of the Court pursuant to Section 291 of the BCBCA in a form acceptable to Ignite CAN, approving the Arrangement, as such order may be amended by the Court (with consent of Ignite CAN) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to Ignite CAN) on appeal.
- (13) “**FinCo**” means 1203238 B.C. Ltd., a corporation incorporated under the BCBCA.
- (14) “**FinCo Shareholders**” means holders of FinCo Shares.
- (15) “**FinCo Shares**” means common shares in the capital of FinCo.
- (16) “**Governmental Entity**” means any (a) international, multinational, national, federal, provincial, territory, state, regional, municipal, local or other government or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision, agent, commission, board or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
- (17) “**Ignite CAN**” means Ignite International Brands, Ltd., a corporation existing under the BCBCA.
- (18) “**Ignite CAN Arrangement Resolution**” means the special resolution of the Ignite CAN Shareholders approving this Plan of Arrangement.
- (19) “**Ignite CAN Common Shares**” means the common shares in the capital of Ignite CAN.
- (20) “**Ignite CAN Meeting**” means the meeting of Ignite CAN Shareholders convened as provided by the Interim Order at which the Ignite CAN Shareholders approved the Ignite CAN Arrangement Resolution.
- (21) “**Ignite CAN Options Plan**” means the stock option plan of Ignite CAN as approved by Ignite CAN Shareholders on September 14, 2017.

- (22) **“Ignite CAN Options”** means the options to purchase Ignite CAN Common Shares awarded under the Ignite CAN Options Plan.
- (23) **“Ignite CAN Optionholders”** means the holders of Ignite CAN Options.
- (24) **“Ignite CAN Proportionate Voting Shares”** means proportionate voting shares in the capital of Ignite CAN, which shall have the rights and restrictions as set out in Exhibit E to the Business Combination Agreement.
- (25) **“Ignite CAN Shareholders”** means the holders of Ignite CAN Common Shares.
- (26) **“Ignite CAN Shares”** means, collectively, the Ignite CAN Proportionate Voting Shares and the Ignite CAN Subordinate Voting Shares.
- (27) **“Ignite CAN Subordinate Voting Shares”** means subordinate voting shares in the capital of Ignite CAN, which shall have the rights and restrictions as set out in Appendix A to this Plan of Arrangement.
- (28) **“Ignite CAN Warrants”** means the warrants to purchase Ignite CAN Common Shares.
- (29) **“Ignite US”** means Ignite International, Ltd., a corporation organized under the Laws of Wyoming.
- (30) **“Ignite US Shareholders”** means holders of Ignite US Shares.
- (31) **“Ignite US Shares”** means common shares in the capital of Ignite US.
- (32) **“Interim Order”** means the order of the Court made pursuant to Section 291 of the BCBCA, containing declarations and directions in respect of the notices to be given and the conduct of the Ignite CAN Meeting, in a form acceptable to Ignite CAN.
- (33) **“Laws”** means all laws, by-laws, statutes, rules, regulations, orders, common law, principles of law or equity, ordinances, protocols, codes, notices, directions, judgments or other requirements of any Governmental Entity having the force of law, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority, and the term “applicable” with respect to such laws and in a context that refers to one or more of the Parties, means such laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities.
- (34) **“Letter of Transmittal”** means the letter(s) of transmittal and election form for use by Ignite CAN Shareholders with respect to the Arrangement, which shall be mailed to Ignite CAN Shareholders.
- (35) **“Merger Sub”** means 1203243 B.C. Ltd., a wholly-owned subsidiary of Ignite CAN incorporated under the BCBCA.

- (36) **“Parties”** means Ignite CAN, FinCo, Merger Sub and AmalCo and **“Party”** means any one of them.
- (37) **“Person”** includes an individual, firm, trust, partnership, association, corporation, joint venture, trustee, executor, administrator, legal representative or government (including any Governmental Entity).
- (38) **“Plan of Arrangement”**, **“hereof”**, **“herein”**, **“hereunder”** and similar expressions means this Plan of Arrangement, including any appendices hereto, and any amendments, variations or supplements hereto made from time to time in accordance with the terms hereof, the Business Combination Agreement or made at the direction of the Court in the Final Order.
- (39) **“Registrar”** means the Registrar of Companies appointed under Section 400 of the BCBCA.
- (40) **“Tax Act”** means the *Income Tax Act*, R.S.C. 1985, c.1 (5<sup>th</sup> Supp.) and the regulations thereto, as now in effect and as it may be amended from time to time prior to the Effective Time.
- (41) **“U.S. Resident”** means a resident of the United States as determined in accordance with Rule 3b-4 under the U.S. Exchange Act.
- (42) **“U.S. Tax Code”** means the United States Internal Revenue Code, as amended, or any successor thereto.

Capitalized terms used in this Plan of Arrangement but not otherwise defined herein, shall have the meaning ascribed thereto in the Business Combination Agreement.

## **Section 1.2 Interpretation Not Affected by Headings, etc.**

The division of this Plan of Arrangement into Articles, Sections, subsections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

## **Section 1.3 Article References**

Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection or paragraph by number or letter or both refer to the Article, Section, subsection or paragraph, respectively, bearing that designation in this Plan of Arrangement.

## **Section 1.4 Number and Gender**

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa; and words importing gender include all genders.

### **Section 1.5 Date for Any Action**

If the date on which any action is required to be taken hereunder by any of the Parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

### **Section 1.6 Time**

Time shall be of the essence in every matter or action contemplated hereunder.

### **Section 1.7 Currency**

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

### **Section 1.8 Statutory References**

References in this Plan of Arrangement to a particular statute shall be to such statute and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

## **ARTICLE 2 - EFFECT OF THE ARRANGEMENT**

This Plan of Arrangement is made pursuant to, and is subject to the provisions of the Business Combination Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

This Plan of Arrangement shall become effective at, and be binding upon, FinCo, Merger Sub, AmalCo, Ignite CAN, all registered and beneficial Ignite CAN Shareholders, all registered and beneficial Ignite CAN Optionholders, all registered and beneficial Ignite CAN Warrantholders, the Depositary, all other Persons served with notice of the final application to approve the Plan of Arrangement and all other Persons as and from the Effective Time, without any further act or formality required on the part of any Person except as expressly provided herein.

Other than as expressly provided for herein, no portion of this Plan of Arrangement shall take effect with any Party or Person until the Effective Time.

## **ARTICLE 3 - ARRANGEMENT**

At the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, unless specifically noted:

- (a) the Notice of Articles and Articles of Ignite CAN are amended to create the Ignite CAN Proportionate Voting Shares and redesignate the Ignite CAN Common Shares as Ignite CAN Subordinate Voting Shares and set out the rights and restrictions of Ignite CAN Subordinate Voting Shares;

- (b) if the Financing is completed prior to the Effective Date, the Subscription Receipts are exchanged for no additional consideration into FinCo Shares in accordance with the terms of the Subscription Receipts;
- (c) if the Financing is completed prior to the Effective Date, FinCo and Merger Sub amalgamate under Section 269 of the BCBCA to form AmalCo;
- (d) pursuant to the amalgamation described in Section 3.1(c), if applicable, each FinCo Share is cancelled and in exchange therefor Ignite CAN issues Ignite CAN Subordinate Voting Shares on a one-to-one basis;
- (e) if applicable, with respect to each FinCo Share cancelled in accordance with Section 3.1(d) hereof:
  - (i) each of the holders thereof shall cease to be the registered or beneficial holder of such FinCo Share and the name of the registered holders shall be removed from the registers of FinCo Shareholders as of the Effective Time;
  - (ii) each of the holders thereof shall cease to have any rights as a shareholder other than the right to be issued the Ignite CAN Subordinate Voting Shares in accordance with this Plan of Arrangement; and
  - (iii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to effect such cancellation and exchange;
- (f) if applicable, the shares of Merger Sub will be cancelled and exchanged for shares of AmalCo on a one-to-one basis;
- (g) Ignite CAN shall accept for transfer from Ignite US Shareholders (other than Ignite CAN) that are not U.S. Residents their Ignite US Shares in consideration for Ignite CAN Subordinate Voting Shares on a one (1) Ignite US Share to 2.65 Ignite CAN Subordinate Voting Shares basis;
- (h) Ignite CAN shall accept for transfer from Ignite US Shareholders that are U.S. Residents their Ignite US Shares in consideration for Ignite CAN Proportionate Voting Shares on a one (1) Ignite US Share to 0.01325 Ignite CAN Proportionate Voting Share basis;
- (i) Ignite CAN shall cause Ignite US to, with respect to each Ignite US Share transferred in accordance with Sections 3.1(g) and 3.1(h) hereof, remove from the books of Ignite US each of the holders thereof as registered or beneficial holder of such Ignite US Share;
- (j) from and after the Effective Date, if applicable, at the time of the amalgamation contemplated in Section 3.1(c):

- (i) the property, rights and interests of each of FinCo and Merger Sub shall continue to be the property, rights and interests of AmalCo;
  - (ii) AmalCo shall continue to be liable for the obligations of each of FinCo and Merger Sub;
  - (iii) any existing cause of action, claim or liability to prosecution will be unaffected;
  - (iv) a civil, criminal, quasi-criminal, administrative or regulatory action or proceeding being prosecuted or pending by or against either FinCo or Merger Sub may be prosecuted, or its prosecution may be continued, as the case may be, by or against AmalCo;
  - (v) a conviction against, or a ruling, order or judgment in favour of or against either FinCo or Merger Sub may be enforced by or against AmalCo; and
  - (vi) the Notice of Articles and Articles of Merger Sub shall remain the Notice of Articles and Articles of AmalCo;
- (k) Merger Sub, FinCo, AmalCo, Ignite CAN and Ignite US shall make the appropriate entries in their respective securities registers to reflect the matters referred to in this Section 3.1.

## **ARTICLE 4 - IGNITE CAN OPTIONS AND WARRANTS**

### **Section 4.1 Treatment of Options and Warrants**

- (a) In accordance with the terms of the Ignite CAN Options and the Ignite CAN Warrants, each holder of an Ignite CAN Option or an Ignite CAN Warrant shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Ignite CAN Option or Ignite CAN Warrant, as applicable, in lieu of the Ignite CAN Common Shares to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, the number of Ignite CAN Subordinate Voting Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Ignite CAN Common Shares to which such holder would have been entitled if such holder had exercised such holder's Ignite CAN Options or Ignite CAN Warrants immediately prior to the Effective Time.
- (b) Upon any exercise of an Ignite CAN Option or an Ignite CAN Warrant following the Effective Time, Ignite CAN shall deliver the Ignite CAN Subordinate Voting Shares needed to settle such exercise in accordance with the terms of the Ignite CAN Options or Ignite CAN Warrants, as applicable and this Plan of Arrangement.

## **ARTICLE 5 - CERTIFICATES, FRACTIONAL SHARES AND PAYMENTS**

### **Section 5.1 Issuance of Ignite CAN Shares**

- (a) Forthwith following the Effective Time, Ignite CAN shall, subject to Section 5.1(c), cause to be issued to each FinCo Shareholder, if applicable, and Ignite US Shareholder who transferred their Ignite US Shares to Ignite CAN pursuant to Section 3.1, the number of Ignite CAN Shares to be issued in exchange for the noted shares as required by Section 3.1.
- (b) As promptly as practicable after the Effective Time, Ignite CAN shall (i) cause its registrar and transfer agent to issue DRS Advices to the holders of Ignite CAN Subordinate Voting Shares referred to in Section 5.1(a), evidencing the issuance of the Ignite CAN Subordinate Voting Shares thereto, and (ii) issue share certificates to the holders of Ignite CAN Proportionate Voting Shares referred to in Section 5.1(a), evidencing the issuance of the Ignite CAN Proportionate Voting Shares thereto.
- (c) Upon surrender to the Depository or Ignite CAN (as applicable) of a certificate or certificates (as applicable) which, immediately prior to the Effective Time, represented outstanding shares that were exchanged pursuant to Section 3.1 together with a duly completed and executed Letter of Transmittal (where applicable) and such additional documents and instruments as the Depository or Ignite CAN may reasonably require, each such shareholder represented by such surrendered certificate(s) shall be entitled to receive in exchange therefor, and the Depository or Ignite CAN (as applicable) shall deliver to such holder, the consideration which such holder has the right to receive under this Plan of Arrangement for such shares, less any amounts withheld pursuant to Section 5.3 and any certificate(s) so surrendered shall forthwith be cancelled.
- (d) From and after the Effective Time, each certificate that immediately prior to the Effective Time represented FinCo Shares, if applicable, or Ignite US Shares shall be deemed to represent only the right to receive the consideration in respect of such share, as applicable, required under this Plan of Arrangement, less any amounts withheld pursuant to Section 5.3.
- (e) No former holder of FinCo Shares, if applicable, or Ignite US Shares shall be entitled to receive any consideration with respect to such shares other than the consideration to which such former holder is entitled to receive in accordance with this Section 5.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

### **Section 5.2 Lost Certificates**

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding FinCo Shares or Ignite US Shares that were exchanged pursuant to Section 3.1 of this Plan of Arrangement shall have been lost, stolen or destroyed, upon the

making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, Ignite CAN or the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate, the consideration to which the holder is entitled pursuant to this Plan of Arrangement. When authorizing such issuance and delivery in exchange for any lost, stolen or destroyed certificate, the Person to whom such consideration is to be issued and delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to Ignite CAN (acting reasonably) in such sum as Ignite CAN may direct, or otherwise indemnify Ignite CAN in a manner satisfactory to Ignite CAN, acting reasonably, against any claim that may be made against Ignite CAN with respect to the certificate alleged to have been lost, stolen or destroyed.

### **Section 5.3 Withholding Rights**

Ignite CAN and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable under this Plan of Arrangement, such amounts as Ignite CAN or the Depositary determines, acting reasonably, are required or reasonably believes to be required to be deducted and withheld from such consideration in accordance with the Tax Act, the U.S. Tax Code or any provision of any other applicable Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such deducted and withheld amounts are remitted to the appropriate taxing authority. Each of Ignite CAN and the Depositary shall be authorized to sell or otherwise dispose of such portion of the Ignite CAN Shares payable hereunder as is necessary to provide sufficient funds to Ignite CAN and the Depositary, as the case may be, to enable it to implement such deduction or withholding.

### **Section 5.4 No Encumbrances**

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances or other claims of third parties of any kind.

### **Section 5.5 Paramountcy**

Subject to the Business Combination Agreement, from and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Ignite US Shares and FinCo Shares issued prior to the Effective Time; and (b) the rights and obligations of the Ignite US Shareholders, Ignite CAN Shareholders, Ignite CAN Optionholders, Ignite CAN Warrantholders, Ignite CAN, FinCo, Merger Sub, AmalCo, the Depositary and any registrar and transfer agent or other depositary in relation thereto, shall be solely as provided for in this Plan of Arrangement and the Business Combination Agreement; and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Ignite US Shares, Ignite CAN Shares, Ignite CAN Options and Ignite CAN Warrants shall be deemed to have been settled, compromised, released and determined without liability, except as set out in this Plan of Arrangement.

## **ARTICLE 6 - AMENDMENT**

### **Section 6.1 Amendment of this Plan of Arrangement**

- (a) (a) Ignite CAN reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be contained in a written document which is: (i) filed with the Court and, if made following the Ignite CAN Meeting, approved by the Court; and (ii) communicated to Ignite CAN Shareholders in the manner required by the Court (if so required).
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Ignite CAN at any time prior to or at the Ignite CAN Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Business Combination Agreement, by the Ignite CAN Shareholders, shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the Ignite CAN Meeting shall be effective only: (i) if it is consented to by Ignite CAN; and (ii) if required by the Court or applicable Law, it is consented to by Ignite CAN Shareholders.
- (d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by Ignite CAN, provided that it concerns a matter that, in the reasonable opinion of Ignite CAN, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Ignite CAN Shareholders.

## **ARTICLE 7 - FURTHER ASSURANCES**

The Parties will make, do and execute, or cause to be made, done and executed, any acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to document or evidence any of the transactions or events set out herein.

**APPENDIX A**

**SPECIAL RIGHTS AND RESTRICTIONS  
FOR  
SUBORDINATE VOTING SHARES**

An unlimited number of Subordinate Voting Shares, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

- (a) **Voting Rights.** Holders of Subordinate Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Corporation, except a meeting of which only holders of another particular class or series of shares of the Corporation shall have the right to vote. At each such meeting holders of Subordinate Voting Shares shall be entitled to one vote in respect of each Subordinate Voting Share held.
- (b) **Alteration to Rights of Subordinate Voting Shares.** As long as any Subordinate Voting Shares remain outstanding, the Corporation will not, without the consent of the holders of the Subordinate Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Subordinate Voting Shares.
- (c) **Dividends.** Holders of Subordinate Voting Shares shall be entitled to receive as and when declared by the directors, dividends in cash or property of the Corporation. No dividend will be declared or paid on the Subordinate Voting Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Proportionate Voting Shares.
- (d) **Liquidation, Dissolution or Winding-Up.** In the event of the liquidation, dissolution or windingup of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Subordinate Voting Shares shall, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Subordinate Voting Shares be entitled to participate rateably along with all other holders of Proportionate Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.
- (e) **Rights to Subscribe; Pre-Emptive Rights.** The holders of Subordinate Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Corporation now or in the future.
- (f) **Subdivision or Consolidation.** No subdivision or consolidation of the Subordinate Voting Shares or Proportionate Voting Shares shall occur unless, simultaneously, the Subordinate Voting Shares and Proportionate Voting Shares are subdivided or consolidated in the same manner or such other adjustment is

made so as to maintain and preserve the relative rights of the holders of the shares of each of the said classes.

- (g) **Conversion of Subordinate Voting Shares Upon an Offer.** In the event that an offer is made to purchase Proportionate Voting Shares, and the offer is one (assuming the holder is a resident of Ontario regardless of its actual residency) which is required, pursuant to applicable securities legislation and regulations or the rules of a stock exchange, if any, on which the Proportionate Voting Shares are then listed, to be made to all or substantially all the holders of Proportionate Voting Shares in a province or territory of Canada to which the requirement applies (without taking into consideration any statutory or regulatory exemption from such obligation), each Subordinate Voting Share shall become convertible at the option of the holder into Proportionate Voting Shares at the inverse of the Proportionate Voting Share Conversion Ratio (as defined in the special rights and restrictions for Proportionate Voting Shares) then in effect, at any time while the offer is in effect until one day after the time prescribed by applicable securities legislation (or otherwise provided by the offeror) for the offeror to take up and pay for such shares as are to be acquired pursuant to the offer. The conversion right may only be exercised in respect of Subordinate Voting Shares for the purpose of depositing the resulting Proportionate Voting Shares under the offer, and for no other reason. In such event, the transfer agent for the Subordinated Voting Shares shall deposit under the offer the resulting Proportionate Voting Shares, on behalf of the holder. To exercise such conversion right, the holder or his or its attorney duly authorized in writing shall:
- (i) give written notice to the transfer agent of the exercise of such right, and of the number of Subordinate Voting Shares in respect of which the right is being exercised;
  - (ii) deliver to the transfer agent the share certificate or certificates representing the Subordinate Voting Shares in respect of which the right is being exercised, if applicable; and
  - (iii) pay any applicable stamp tax or similar duty on or in respect of such conversion.

No share certificates representing the Proportionate Voting Shares, resulting from the conversion of the Subordinate Voting Shares will be delivered to the holders on whose behalf such deposit is being made. If Proportionate Voting Shares, resulting from the conversion and deposited pursuant to the offer, are withdrawn by the holder or are not taken up by the offeror, or the offer is abandoned, withdrawn or terminated by the offeror or the offer otherwise expires without such Proportionate Voting Shares being taken up and paid for, the Proportionate Voting Shares resulting from the conversion will be re-converted into Subordinate Voting Shares at the then Proportionate Voting Share Conversion Ratio and a share certificate representing the Subordinate Voting Shares will be sent to the holder by the transfer agent. In the event that the offeror takes up and pays for the Proportionate Voting Shares resulting from conversion, the

transfer agent shall deliver to the holders thereof the consideration paid for such shares by the offeror.