



### ONTARIO SUPERIOR COURT OF JUSTICE

THE HONOURABLE	,)	MONDAY, THE 8TH
	)	
JUSTICE KERSHMAN	)	DAY OF JANUARY, 2024

### IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RELOGIX INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO

### **ASSIGNMENT, APPROVAL AND VESTING ORDER**

THIS MOTION, made by Relogix Inc. (the "Vendor") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended (the "BIA") for an order, among other things: (a) approving the sale transaction (the "Transaction") contemplated by an Asset Purchase Agreement between the Vendor and Hubstar Inc. (the "Purchaser") and 1000752499 Ontario Inc. ("1000752499") dated January 4, 2024 (the "APA") appended to the Affidavit of Andrew Millar sworn January 4, 2024 (the "Millar Affidavit"); (b) vesting in the Purchaser (or, as applicable, its permitted assignee, 1000752499) all of the Vendor's right, title and interest in and to the assets described in the APA (the "Purchased Assets"); and (c) approving the assignment of the contracts listed at Schedule "C" of this Order (the "Consent Required Contracts") was heard this day by judicial videoconference via Zoom.

**ON READING** the Millar Affidavit, the Affidavit of Paul Stanton sworn January 4, 2024 and the Third Report of Dodick Landau Inc. dated January 7, 2024 in its capacity as the proposal trustee of the Vendor (the "**Third Report**").

**ON HEARING** the submissions of counsel for the Vendor, counsel for the Purchaser, counsel for Royal Bank of Canada, and any other party that is present, no one else appearing for any other person although duly served as appears from the affidavit of service of Jessica Wuthmann sworn January 5, 2024, filed:

### **SERVICE AND DEFINITIONS**

- 1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
- 2. **THIS COURT ORDERS** that the capitalized terms used but not otherwise defined herein shall have the meanings given to them in the APA.

### SALE APPROVAL AND VESTING

- 3. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the APA by the Vendor is hereby authorized and approved, with such minor amendments as the Vendor and Purchaser may deem necessary. The Vendor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser or 1000752499 as applicable.
- 4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Vendor and Proposal Trustee to proceed with the Transaction and that no shareholder, partner, or other approvals shall be required in connection therewith.
- 5. THIS COURT ORDERS AND DECLARES that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Proposal Trustee's Certificate"), all of the Vendor's right, title and interest in and to the Purchased Assets described in the APA shall vest absolutely in the Purchaser (or, in the case of the Reseller and Alliance Agreement dated as of May 31, 2020 between the Vendor and Schneider Electric Buildings LLC (the "Schneider Contract"), such right, title, and interest shall vest absolutely in 1000752499), 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 Order of the Honourable Justice Kershman dated December 18, 2023 (including, without limitation, the DIP Lender's Charge as defined therein) and the Order of the Honourable Justice Kershman dated January 8, 2024 (including, without limitation, the Administration Charge as defined therein); (ii)

all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "B"** (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

- 6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the 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.
- 7. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.
- 8. **THIS COURT ORDERS** that the Proposal Trustee may rely on written notice from the Vendor and the Purchaser or their respective counsel regarding the fulfillment or waiver of conditions to Closing under the APA and shall incur no liability with respect to delivery of the Proposal Trustee's Certificate.
- 9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Vendor and Proposal Trustee, as the case may be, are each authorized and permitted to disclose and transfer to the Purchaser all information regarding the Vendor's Critical Vendors, the Vendor's employees, and the parties to the Consent Required Contracts. The Purchaser 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 by the Vendor.

### 10. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, 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.

### ASSIGNMENT OF CONSENT REQUIRED CONTRACTS

- 11. **THIS COURT ORDERS** that upon delivery of the Proposal Trustee's Certificate:
  - (a) all of the rights and obligations of the Vendor under and to the Consent Required Contracts shall be assigned, transferred, and conveyed to and assumed by the Purchaser or 1000752499 pursuant to Section 84.1 of the BIA, and such assignment is valid and binding upon all counterparties to the Consent Required Contracts, notwithstanding any restriction, condition or prohibition contained in any such Consent Required Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment; and
  - (b) the counterparties to the Consent Required Contracts are prohibited from exercising any rights or remedies under the Consent Required Contracts, and shall be forever barred and estopped from taking such action by reason of:
    - (i) any default arising due as a result of this proceeding;
    - (ii) any restriction, condition or prohibition contained therein relating to the assignment thereof or any change of control:
    - (iii) the proposed Transaction or any parts thereof (including the assignment of the Consent Required Contracts pursuant to this Order), or
    - (iv) any breach of a non-monetary obligation under a Consent Required Contract,

and are hereby deemed to waive any defaults relating thereto.

### **CURE COSTS**

12. **THIS COURT ORDERS** that, in addition to all obligations under the Consent Required Contracts arising from and after the close of the Transaction, for which the Purchaser shall be liable, the Purchaser shall be liable for and shall pay the counterparty (or to the Proposal Trustee in trust on Closing for distribution to the applicable counterparty as soon as practicable thereafter) under such Consent Required Contracts the Cure Costs (as defined below) listed on Schedule "C" hereto if any, on the Closing date, or as otherwise agreed to by the parties. For the purposes of this paragraph, "Cure Costs" shall mean those monetary defaults in relation to the Consent Required Contracts existing prior to the Closing Date, the quantum of which shall be in the amounts set out in Schedule "C" hereto and Cure Costs shall not include defaults arising by reason only of the insolvency of the Vendor, the commencement of these BIA proceedings or the failure to perform a non-monetary obligation under the Consent Required Contracts. For the purposes of allocating the Initial Compensation of the Purchase Price, Cure Costs will be capped at a maximum aggregate amount of \$650,000 in accordance with section 3.1(b) of the APA.

### **GENERAL**

- 13. **THIS COURT ORDERS AND DECLARES** that the Vendor, the Purchaser, the Proposal Trustee, or any stakeholder, including RBC, may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
- 14. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, as an officer of this 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.
- 15. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order, and this Order is enforceable without the need for entry and filing.



### Schedule A – Form of Proposal Trustee's Certificate

Court File No. BK-23-03015853-0033 Estate File No. 33-3015853

### ONTARIO SUPERIOR COURT OF JUSTICE

### IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

### AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RELOGIX INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO

### **RECITALS**

- A. On November 29, 2023, Relogix Inc. ("**Relogix**" or the "**Vendor**") filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada).
- B. Dodick Landau Inc. was appointed as proposal trustee of Relogix (in such capacity, the "Proposal Trustee").
- C. Pursuant to the Assignment, Approval and Vesting Order of the Court dated January [•], 2024 (the "AVO"), the Court approved the Asset Purchase Agreement dated January 4, 2024 (the "APA") between the Vendor and Hubstar Inc. (the "Purchaser"), provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the Purchased Assets (the "Transaction"), and assigned the contracts listed at Schedule "C" of the AVO (the "Consent Required Contracts"). The AVO ordered that the vesting of the Purchased Assets and assignment of the Consent Required Contracts is to be effective upon the Proposal Trustee's delivery to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Initial Consideration portion of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the APA have been satisfied or waived by the Vendor and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.
- D. Pursuant to the AVO, the Proposal Trustee may rely on written notice from the Vendor and the Purchaser regarding the fulfillment of conditions to Closing under the APA.

E.	Unless	otherwise	indicated	herein,	capitalized	terms	used	herein	have	the	meaning	s set
out in	the APA											

### THE PROPOSAL TRUSTEE CERTIFIES the following:

- 1. The Purchaser has paid the Initial Compensation portion of the Purchase Price for the Purchased Assets pursuant to the APA.
- 2. The Vendor and the Purchaser have each delivered written notice to the Proposal Trustee that the conditions to Closing under the APA have been satisfied and/or waived, as applicable.
- 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 \_\_\_\_\_\_, 2024.

DODICK LANDAU INC., in its capacity as Proposal Trustee of Relogix Inc. and not in its personal capacity

Per:		
	Name:	
	Title:	

# Schedule "B" – Encumbrances to be Expunged and Discharged from the Purchased Assets

### **ONTARIO LIENS**

COLLATERAL DESCRIPTION	General Collateral: Registered GSA against all Relogix Inc. assets. A promissory note in the amount of \$500,000.00 executed by Relogix Inc. in favour of EOCFDCN. All security will be completed by and executed with the EOCFDCN solicitor, McGillen Keay law office. all costs are for the account of the borrower.  \$500,000  Motor Vehicle: None.	General Collateral:  None.  Motor Vehicle:  None.
COLLATERAL	Inventory, Equipment, Accounts	Inventory, Equipment, Accounts, Other, Motor Vehicle
EXPIRY DATE	July 27, 2024	January 11, 2028
FILE/ REGISTRATION NUMBERS	730263744/ 20170727 1153 1590 9135	735589539/ 20180111 1037 1529 2282 20221219 1030 1532 5886
SECURED PARTY NAME(S)	Eastern Ontario Community Futures Development Corporation Network	Royal Bank of Canada
DEBTOR NAME(S)	1. Relogix Inc.	2. Relogix Inc.

COLLATERAL DESCRIPTION	General Collateral:  Priority Agreement dated January 19, 2018 between Eastern Ontario Community Futures Development Corporation Network and Royal Bank of Canada regarding PPSA registration no.735589539 for our customer Relogix Inc.  Motor Vehicle:  None.	General Collateral:  None.  Motor Vehicle:  None.  General Collateral:	All present and after acquired personal property of the debtor. All proceeds including accounts, money, chattel paper, intangibles, goods, documents of title, instruments, investment property, substitutions,
COLLATERAL	Other	Inventory, Equipment, Accounts, Other, Motor Vehicle	Equipment, Accounts, Other, Motor Vehicle
EXPIRY DATE	January 24, 2028	October 22, 2030  December 23.	
FILE/ REGISTRATION NUMBERS	735925464/ 20180124 1441 1530 7251 20230103 1539 1532 9373	745003971/ 20181022 0828 1590 1300 20211119 1520 2611 0988 20211119 1523 2611 0989 768787443/	20201223 1051 1862 8050
SECURED PARTY NAME(S)	Banque Royale du Canada	Business Development Bank Of Canada BDC Capital Inc.	Mistral Venture Partners II LP Groundbreak Ventures LP Robert Lander
DEBTOR NAME(S)	3. Relogix Inc.	4. Relogix Inc.	

COLLATERAL DESCRIPTION	crops, licenses, trade- ins, insurance proceeds and any other form of proceeds.	Motor Vehicle:	General Collateral:	All present and after acquired personal property of the debtor. All proceeds including	s, of	instruments, investment property, substitutions,	crops, licenses, trade- ins, insurance proceeds	and any other form of proceeds.	Motor Vehicle:	None.	General Collateral:	All present and after acquired personal property of the debtor. All proceeds including accounts, money, chattel
COLLATERAL			Inventory,	Equipment, Accounts, Other, Motor Vehicle				*			Inventory,	Equipment, Accounts, Other, Motor Vehicle
EXPIRY DATE			January 27, 2026								March 4, 2026	
FILE/ REGISTRATION NUMBERS			769477419/	20210127 1029 1862 9963							770294358/	20210304 0843 1862 2536
SECURED PARTY NAME(S)			Export Development	Canada							BDC Capital Inc.	
DEBTOR NAME(S)			6. Relogix Inc.								7. Relogix Inc.	

COLLATERAL DESCRIPTION	General Collateral:  All present and after acquired personal property of the debtor.  All proceeds including accounts, money, chattel paper, intangibles, goods, documents of title, instruments, investment property, substitutions, crops, licenses, tradelins, insurance proceeds and any other form of proceeds.  Motor Vehicle:  None.	General Collateral: None. Motor Vehicle: None.
COLLATERAL	Inventory, Equipment, Accounts, Other, Motor Vehicle	Accounts, Other
EXPIRY DATE	June 30, 2027	August 10, 2027
FILE/ REGISTRATION NUMBERS	784475676/ 20220630 0921 1590 9484	785683026/ 20220810 1151 1532 8664
SECURED PARTY NAME(S)	Export Development Canada Robert White Robert Lander Natalie Townsend	Royal Bank of Canada
DEBTOR NAME(S)	9. Relogix Inc.	10. Relogix Inc.

COLLATERAL DESCRIPTION	General Collateral:  The within registration is collateral to the execution of a general security agreement, loan agreement and promissory note executed by the debtor.  Amount Secured: \$500,000	General Collateral: Amount Secured: \$50,000 Maturity Date: July 26, 2026 Motor Vehicle: None.	General Collateral: Amount Secured: \$125,000 Maturity Date: July 29, 2026 Motor Vehicle: None.
COLLATERAL	Inventory, Equipment, Accounts, Other	Other	Other
EXPIRY DATE	September 14, 2029	August 28, 2026	August 28, 2026
FILE/ REGISTRATION NUMBERS	786677184/ 20220914 0946 5064 8695	796630221/ 20230828 1432 1901 4793	796634379/ 20230828 1626 1902 4823
SECURED PARTY NAME(S)	Eastern Ontario Community Futures Development Corporation Network Inc.	3201988 Canada Inc.	2286474 Ontario Inc.
DEBTOR NAME(S)	11. Relogix Inc.	12. Relogix Inc.	13. Relogix Inc.

No.						
COLLATERAL DESCRIPTION	llateral:	Secured:	Date:		:le:	
COLLA	General Collateral:	Amount \$125,000	Maturity	July 26, 2026	Motor Vehicle:	None.
COLLATERAL	Other					
\TE	16,					
EXPIRY DATE	November	2026				
FILE/ REGISTRATION NUMBERS	500393682/	20231116 1035 1902 2794   2026 20231116 1048 1902 2798				
SECURED PARTY NAME(S)	Carla Millar	Robert White	Natalie Townsend			
DEBTOR NAME(S)	14. Relogix Inc.					
	14.					

## **ONTARIO LITIGATION**

CASE	Active
ADDITIONAL INFORMATION	Amount: \$525,000 Case Opened: November 28, 2023 Case Type: Corporate Law
JURISDICTION/ COURT FILE NO.	Ottawa/ CV23000939810000
DEFENDANT(S)/ RESPONDENT(S)	RELOGIX INC. ANDREW MILLAR
PLAINTIFF(S)/ APPELLANT(S)	2286474 ONTARIO INC. 3201988 CANADA INC.
	-

### Schedule "C" -Consent Required Contracts

Counterparty to the	Name of Agreement and	Cure Costs
Contract	Date	
Butlr Technologies Inc.	Reseller Agreement dated	\$316,685.25
	March 2022	
PointGrab Ltd	Pointgrab Channel	\$27,350.00
	Agreement dated October 2021	
Mtrex Network Solutions Inc.	Master Services Agreement	\$52,558.00
Wittex Network Solutions inc.	dated March 2020 and amended March 2021	φ32,336.00
Wirepas OY	Software License Agreement dated April 2018	\$16,371.00
Microsoft	Microsoft Customer	\$308,624.00
	Agreement dated November 2021	
Salesforce.com Canada	Order Form Supplement for	\$0
Corporation	Tableau Products dated March 2023	
Hubspot	License Agreement dated	\$0
	November 2022	
American Express Travel	Customer Master Services	\$0
Related Services Company	Agreement dated June 2022	
ATB Financial	Customer Master Services	\$0
	Agreement dated April 2019	
House of Commons	Customer Master Services	\$0
	Agreement dated April 2023	

Kimberly-Clark Services, Inc.	Customer Master Services Agreement dated March 2022	\$0
KPMG LLG	Customer Master Services Agreement dated May 2021	\$0
Lenovo PC HK Ltd	Reseller Agreement dated May 2020	\$0
MSFT (via Innerspace Technology Inc.)	Relogix Reseller Agreement dated November 2023	\$0
Schneider Electric Buildings LLC	Reseller and Alliance Agreement dated May 2020 as amended	\$0
Nike Guadalajara (via Jones Lang Lasalle Americas, Inc)	Relogix Master Services Agreement dated May 2023	\$0
Nike LAHQ (via Jones Lang Lasalle Americas, Inc)	Relogix Master Services Agreement dated August 2022	\$0
Nike Mexico City (via Jones Lang Lasalle Americas, Inc)	Relogix Master Services Agreement dated May 2023	\$0
Nike NYC (via Jones Lang Lasalle Americas, Inc)	Relogix Master Services Agreement dated March 2023	\$0
Nike SNKRS (via Jones Lang Lasalle Americas, Inc)	Relogix Master Services Agreement dated December 2023	\$0
Fortrea (via Jones Lang Lasalle Americas, Inc)	Relogix Master Services Agreement dated September 2023	\$0
Jones Lang Lasalle Americas, Inc.	Reseller Agreement dated September 2019	\$0
Innerspace Technology Inc.	Agreement dated January 2023	\$0

Emcor Group (UK) PLC  Horizant	Standard Materials and Equipment Terms and Conditions (FM-PUR-11) dated April 2023  Reseller Agreement dated July 2018	\$0 \$0
Videopro Pty Ltd	Master Services Agreement dated November 2022	<b>\$0</b>
Ricoh UK Limited	Relogix Reseller Agreement dated July 2020 and amended July 2023	\$0
Pintrest, Inc	Customer Master Services Agreement dated December 2021	\$0
Urban Utilities (via VideoPro Pty Ltd)	Relogix Master Services Agreement dated November 2022	\$0
Allen & Overy (via Ricoh UK Limited)	Agreement	\$0
Wesleyan Renewal (via Ricoh UK Limited)	Relogix Reseller Agreement dated July 2020 and amended July 2023	\$0
Atomic Weapons (via Emcor Group (UK) PLC)	Customer Master Services Agreement dated April 2023	\$0
Planon Shared Services BV -	Hardware Purchase and Resale Agreement dated January 2022	\$0

Court File No. BK-23-03015853-0033 Estate File No. 33-3015853

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

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RELOGIX INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO

# ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at Ottawa

# ASSIGNMENT, APPROVAL AND VESTING ORDER

## RECONSTRUCT LLP

Royal Bank Plaza, South Tower 200 Bay Street Suite 2305, P.O. Box 120 Toronto, ON M5J 2J3 Sharon Kour LSO No. 58328D

skour@reconllp.com

Tel: 416.613.8283

Jessica Wuthmann LSO No. 72442W jwuthmann@reconllp.com

Tel: 416.613.8288

Fax: 416.613.8290

Lawyers for Relogix Inc.

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

Court File No. BK-23-03015853-0033

Estate File No. 33-3015853

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RELOGIX INC. OF THE CITY OF OTTAWA IN THE **PROVINCE OF ONTARIO** 

Jan 8/24

Modern for Assumus . Appearal - Viety Order

Brille her been supride.

Administration Ching & Suchy Orche & was amended

\* Suggest. welke upset when sudmitted

by de accordably



SUPERIOR COURT OF JUSTICE ONTARIO

Proceedings commenced at Ottawa

MOTION RECORD OF THE DEBTOR (Returnable January 8, 2024)

RECONSTRUCT LLP

200 Bay Street Suite 2305, P.O. Box 120 Toronto, ON M5J 2J3 Royal Bank Plaza, South Tower

skour@reconllp.com Tel: 416.613.8283 Sharon Kour LSO No. 58328D

jwuthmann@reconllp.com Tel: 416.613.8288 Jessica Wuthmann LSO No. 72442W

Fax: 416.613.8290

Lawyers for Relogix Inc.