

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE)
)
)
JUSTICE STEELE) MONDAY, THE 25th DAY
 OF MARCH, 2024

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED OF
GO-FOR INDUSTRIES INC.**

**ORDER
(APPROVAL OF DIP FINANCING AND CHARGES)**



THIS MOTION, made by Go-For Industries Inc. (the “**Company**”) 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 and authorizing the Company to access the Trinity DIP Facility and Avren DIP Facility (each as defined herein); and (b) approving the Charges (as defined herein), was heard this day by judicial video conference via Zoom.

ON READING the affidavit of Dillon McDonald sworn March 22, 2024 and the exhibits thereto (the “**McDonald Affidavit**”), and on reading the first report of KSV Restructuring Inc., in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”), dated March 23, 2024 (the “**First Report**”), and on hearing submissions of counsel to the Company, the Proposal Trustee, the Trinity DIP Lender, and the Avren DIP Lender (each as defined herein) and such other counsel and parties listed on the Participant Information Form, with no one else appearing although duly served as appears from the affidavit of service of Milan Singh-Cheema, filed,

SERVICE AND INTERPRETATION

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 capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the McDonald Affidavit.
3. **THIS COURT ORDERS** that all references to currency herein shall be in Canadian dollars.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Company shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Company shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Company is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
5. **THIS COURT ORDERS** that the Company shall be entitled to continue to utilize the cash management system currently in place as described in the McDonald Affidavit or, with consent of the Proposal Trustee, the Trinity DIP Lender and the Avren DIP Lender, replace it with another substantially similar cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the proprietary, validity or legality of any transfer, payment, collection or other action taken under the Cash

Management System, or as to the use or application by the Company of funds transferred, paid, collected, or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) other than the Company, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any proposal with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that the Company, except as otherwise provided to the contrary herein, is and shall be entitled but not required to pay all reasonable expenses incurred by the Company in carrying on the Business in the ordinary course after the filing of the Notice of Intention to Make a Proposal (the “**NOI**”) and this Order all in accordance with the variance to the terms of the Trinity DIP Term Sheet and the Avren DIP Term Sheet (each as defined herein). Without limiting the foregoing, subject to the terms of the Trinity DIP Term Sheet and the Avren DIP Term Sheet, the Company shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Company in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Proposal Trustee, the Trinity DIP Lender and the Avren DIP Lender, to pay amounts owing for goods or services supplied to the Company prior to the date of this Order and the filing by the Company of its notice of intention to make a proposal up

to the maximum amount of \$125,000, if, in the opinion of the Company and the Proposal Trustee, the supplier is critical to the Company's business.

7. **THIS COURT ORDERS** that, except as specifically permitted herein, the Company is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Company to any of its creditors as of this date other than in accordance with the Trinity DIP Term Sheet and the Avren DIP Term Sheet; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

PROPOSAL TRUSTEE

8. **THIS COURT ORDERS** that the Proposal Trustee continues to be and is hereby authorized to take all steps required to fulfill its duties under the BIA or as an officer of the Court including, to perform such duties as are required to give effect to the terms of this Order and such other orders as may be made by this Court from time to time.

9. **THIS COURT ORDERS** that the Proposal Trustee shall not take possession of the Property and shall take no part whatsoever in management or supervision of the management of the Company's business and shall not, in fulfilling its obligations hereunder or pursuant to the BIA, be deemed to have taken possession or control of the Company's business or the Property, or any part thereof.

10. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order or any other Orders which may be made by this Court from time to time, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Proposal Trustee by the BIA or any applicable legislation.

TRINITY DIP FINANCING

11. **THIS COURT ORDERS** that the Company is hereby authorized and empowered to obtain and borrow under a credit facility (the “**Trinity DIP Facility**”) from Trinity Capital Inc. (in such capacity, the “**Trinity DIP Lender**”) in order to finance the Company’s working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed the principal amount of US\$750,000 unless permitted by further Order of this Court.

12. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the Trinity DIP Term Sheet between the Company and the Trinity DIP Lender dated as of March 20, 2024 in the form attached to the McDonald Affidavit with such minor modification and amendments that may be agreed to by the parties and consented to by the Proposal Trustee (the “**Trinity DIP Term Sheet**”).

13. **THIS COURT ORDERS** that the Company is hereby authorized and empowered to execute and deliver such ancillary credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, including the Trinity DIP Term Sheet, the “**Trinity Definitive Documents**”), as are contemplated by the Trinity DIP Term Sheet or as may be reasonably required by the Trinity DIP Lender pursuant to the terms thereof, and the Company is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Trinity DIP Lender under and pursuant to the Trinity Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

14. **THIS COURT ORDERS** that the Trinity DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Trinity DIP Lender’s Charge**”) on the Property, which charge shall not exceed an aggregate amount of US\$750,000 plus interest, fees and expenses, unless permitted by further Order of the Court, which Trinity DIP Lender’s Charge shall not secure an obligation that exists before the

date of the filing of the NOI. The Trinity DIP Lender's Charge shall have the priority set out in paragraph 30 hereof.

15. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the Trinity DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Trinity DIP Lender's Charge or any of the Trinity Definitive Documents;
- (b) upon the occurrence of an Event of Default (as defined in the Trinity DIP Term Sheet) under the Trinity Definitive Documents, the Trinity DIP Lender, subject to the notice requirements under the Trinity Definitive Documents and any restrictions contained therein, may cease making advances to the Company and set off and/or consolidate any amounts owing by the Trinity DIP Lender to the Company against the obligations of the Company to the Trinity DIP Lender under the Trinity Definitive Documents or the Trinity DIP Lender's Charge, make demand, accelerate payment and give other notices, or, upon seven (7) business days notice to the Company and the Proposal Trustee, exercise any and all other rights and remedies against the Company or the Property under or pursuant to the Trinity Definitive Documents and the Trinity DIP Lender's Charge, including, without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Company and for the appointment of a trustee in bankruptcy of any of the Company; and
- (c) the foregoing rights and remedies of the Trinity DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Company or the Property.

16. **THIS COURT ORDERS AND DECLARES** that the Trinity DIP Lender shall be treated as unaffected in any proposal filed by the Company under the BIA, with respect to any advances made under the Trinity Definitive Documents.

AVREN DIP FINANCING

17. **THIS COURT ORDERS** that the Company is hereby authorized and empowered to obtain and borrow under a credit facility (the “**Avren DIP Facility**”) from Avren FinServe, LLC (in such capacity, the “**Avren DIP Lender**”) in order to finance the Company’s working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed the principal amount of US\$750,000 unless permitted by further Order of this Court.

18. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the Avren DIP Term Sheet between the Company and the Avren DIP Lender dated as of March 20, 2024 in the form attached to the McDonald Affidavit with such minor modification and amendments that may be agreed to by the parties and consented to by the Proposal Trustee (the “**Avren DIP Term Sheet**”).

19. **THIS COURT ORDERS** that the Company is hereby authorized and empowered to execute and deliver such ancillary credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, including the Avren DIP Term Sheet, the “**Avren Definitive Documents**”), as are contemplated by the Avren DIP Term Sheet or as may be reasonably required by the Avren DIP Lender pursuant to the terms thereof, and the Company is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Avren DIP Lender under and pursuant to the Avren Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

20. **THIS COURT ORDERS** that the Avren DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Avren DIP Lender’s Charge**”) on the Property, which charge shall not

exceed an aggregate amount of US\$750,000 plus interest, fees and expenses, unless permitted by further Order of the Court, which Avren DIP Lender's Charge shall not secure an obligation that exists before the date of the filing of the NOI. The Avren DIP Lender's Charge shall have the priority set out paragraph 30 hereof.

21. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the Avren DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Avren DIP Lender's Charge or any of the Avren Definitive Documents;
- (b) upon the occurrence of an Event of Default (as defined in the Avren DIP Term Sheet) under the Avren Definitive Documents, the Avren DIP Lender, subject to the notice requirements under the Avren Definitive Documents and any restrictions contained therein, may cease making advances to the Company and set off and/or consolidate any amounts owing by the Avren DIP Lender to the Company against the obligations of the Company to the Avren DIP Lender under the Avren Definitive Documents or the Avren DIP Lender's Charge, make demand, accelerate payment and give other notices, or, upon seven (7) business days notice to the Company and the Proposal Trustee, exercise any and all other rights and remedies against the Company or the Property under or pursuant to the Avren Definitive Documents and the Avren DIP Lender's Charge, including, without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Company and for the appointment of a trustee in bankruptcy of any of the Company; and
- (c) the foregoing rights and remedies of the Avren DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Company or the Property.

22. **THIS COURT ORDERS AND DECLARES** that the Avren DIP Lender shall be treated as unaffected in any proposal filed by the Company under the BIA, with respect to any advances made under the Avren Definitive Documents.

ADMINISTRATION CHARGE

23. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and the Company's counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Company as part of the costs of these proceedings. The Company is hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel for the Proposal Trustee and the Company's counsel (for work performed in connection with these proceedings) on a weekly basis or as such accounts are otherwise rendered.

24. **THIS COURT ORDERS** that the Proposal Trustee and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Proposal Trustee and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice (Commercial List).

25. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and the Company's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which Administration Charge shall not exceed an aggregate amount of \$300,000, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the date of this Order in respect of these proceedings. The Administration Charge shall have the priority set out at paragraph 30 hereof.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

26. **THIS COURT ORDERS** that the Company shall indemnify its current and future directors and officers (the "**Directors and Officers**") against obligations and liabilities that they may incur as directors or officers of the Company after the commencement of these proceedings, except to the extent that, with

respect to any Officer or Director, the obligation or liability was incurred as a result of the Director's or Officer's gross negligence or wilful misconduct.

27. **THIS COURT ORDERS** that the Directors and Officers of the Company shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$625,000, as security for the indemnity provided in paragraph 30 of this Order. The Directors' Charge shall have the priority set out in paragraph 30 hereof.

PURCHASER EXPENSE REIMBURSEMENT CHARGE

28. **THIS COURT ORDERS** that the Company shall reimburse 1000826405 Ontario Inc. (or as it may otherwise direct in writing), the proposed purchaser of the Company's Business and Property as more particularly described in the McDonald Affidavit, for its documented, out-of-pocket expenses incurred in the negotiation, diligence and preparation of the Asset Purchase Agreement in an amount not to exceed \$70,000 (the "**Expense Reimbursement**"), which Expense Reimbursement is only payable by the Company in the event that: (i) the Transaction is not approved by the Court; and (ii) the Company's assets are purchased or assumed or otherwise transferred to a third party.

29. **THIS COURT ORDERS** that 1000826405 Ontario Inc. shall be entitled to the benefit of and is hereby granted a charge (the "**Expense Reimbursement Charge**") on the Property, which charge shall not exceed an aggregate amount of \$70,000, as security for the Expense Reimbursement provided in paragraph 30 of this Order. The Expense Reimbursement Charge shall have the priority set out in paragraph 30 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

30. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Trinity DIP Lender's Charge, the Avren DIP Lender's Charge and the Directors' Charge, and the Expense Reimbursement Charge, as among them, shall be as follows:

First - the Administration Charge (to the maximum amount of \$300,000);

Second – the Trinity DIP Lender’s Charge (to the maximum amount of US\$750,000 plus interest, fees and expenses) and the Avren DIP Lender’s Charge (to the maximum amount of US\$750,000 plus interest, fees and expenses) on a *pari passu* and *pro rata* basis;

Third - the Directors’ Charge (to the maximum amount of \$625,000); and

Fourth - the Expense Reimbursement Charge (to the maximum amount of \$70,000).

31. **THIS COURT ORDERS** that that the filing, registration or perfection of the Directors’ Charge, the Administration Charge, the Trinity DIP Lender’s Charge or the Avren DIP Lender’s Charge, or the Expense Reimbursement Charge (collectively, the “**Charges**”) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

32. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

33. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Company shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Company also obtains the prior written consent of the Proposal Trustee and the beneficiaries of the Charges, or further Order of this Court.

34. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Company’s interest in such real property leases.

35. **THIS COURT ORDERS** that the Directors' Charge, the Administration Charge, the Trinity Definitive Documents, the Avren Definitive Documents, the Trinity DIP Lender's Charge, the Avren DIP Lender's Charge, and the Expense Reimbursement Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the Trinity DIP Lender or Avren DIP Lender, as the case may be, thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any, or the deemed occurrence of any, assignments for the general benefit of creditors made pursuant to the BIA; (d) the filing of any applications under the *Companies' Creditors Arrangement Act*, (e) the provisions of any federal or provincial statutes; or (f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Company, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Trinity Definitive Documents or the Avren Definitive Documents shall create or be deemed to constitute a breach by the Company of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Company entering into the Trinity DIP Term Sheet, the Avren DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Trinity Definitive Documents or the Avren Definitive Documents; and

- (c) the payments made by the Company pursuant to this Order, the Trinity Definitive Documents or the Avren Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

APPROVAL OF THE FIRST REPORT

36. **THIS COURT ORDERS** that the First Report, and the actions, conduct and activities of the Proposal Trustee, as set out therein, be and are hereby approved.

SERVICE AND NOTICE

37. **THIS COURT ORDERS** that the Commercial List E-Service Guide (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (Ontario) (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://ksvadvisory.com/experience/case/gofor>.

38. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Company and the Proposal Trustee are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Company’s creditors or other interested parties at their respective addresses as last shown on the records of the Company and that any such service or distribution by courier, personal delivery or facsimile

transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

39. **THIS COURT ORDERS** that the Company, the Proposal Trustee and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the Company's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/ DORS).

GENERAL

40. **THIS COURT ORDERS** that the Company, the Proposal Trustee, the Trinity DIP Lender and the Avren DIP Lender may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

41. **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 Company, the Proposal Trustee and their respective 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 Company and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

42. **THIS COURT ORDERS** that each of the Company and the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order,

and that the Proposal Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada..

43. **THIS COURT ORDERS** that any interested party (including the Company, the Proposal Trustee, the Trinity DIP Lender and the Avren DIP Lender) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

44. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.



Digitally signed
by Jana Steele
Date: 2024.03.25
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**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED, OF GO-FOR INDUSTRIES INC.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

ORDER

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