

Court File No.: BK-24-00459813-0031
Estate File No.: 31-459813

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

**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.**

MOTION RECORD

March 28, 2024

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Jesse Mighton (LSO# 62291J)

Tel: (416) 777-6255

Email: mightonj@bennettjones.com

Aiden Nelms (LSO# 74170S)

Tel: (416) 777-4642

Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for the Applicants

TO: THE SERVICE LIST

<p>KSV RESTRUCTURING INC. 220 Bay Street, 13th Floor Toronto, ON M5J 2W4</p> <p><i>The Proposal Trustee</i></p>	<p>Noah Goldstein Tel: (416) 932-6207 Email: ngoldstein@ksvadvisory.com</p> <p>Mitch Vininsky Tel: (416) 932-6013 Email: mvininsky@ksvadvisory.com</p> <p>Ben Luder Tel: (437) 889-9995 Email: bluder@ksvadvisory.com</p> <p>Jordan Wong Tel: (416) 932-6025 Email: jwong@ksvadvisory.com</p>
<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p><i>Lawyers for the Proposal Trustee</i></p>	<p>Kyle Plunkett Tel: (416) 865-3406 Email: kplunkett@airdberlis.com</p> <p>Samantha Hans Tel: (437) 880-6105 Email: shans@airdberlis.com</p>
<p>CASSELS BROCK & BLACKWELL LLP Bay Adelaide Centre – North Tower 40 Temperance St, Suite 3200 Toronto, ON M5H 0B4</p> <p><i>Lawyers for Trinity Capital Inc.</i></p>	<p>Joseph Bellissimo Tel: (416) 860-6572 Email: jbellissimo@cassels.com</p>
<p>FASKEN MARTINEAU DUMOULIN LLP Bay Adelaide Centre – North Tower 333 Bay St, Suite 2400 Toronto, ON M5H 2T6</p> <p><i>Lawyers for I2BF Global Adventures</i></p>	<p>Dylan Chochla Tel: (416) 868-3425 Email: dchochla@fasken.com</p> <p>Mitch Stephenson Tel: (416) 868-3502 Email: mstephenson@fasken.com</p>
<p>ATTORNEY GENERAL OF CANADA Department of Justice 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p>	<p>Diane Winters Tel: (647) 256-7459 Email: diane.winters@justice.gc.ca</p>

<p>ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT) Ministry of Finance – Legal Services Branch 11-777 Bay Street Toronto, ON M5G 2C8</p>	<p>Leslie Crawford Email: leslie.crawford@ontario.ca</p> <p>Copy to: insolvency.unit@ontario.ca</p>
<p>ATTORNEY GENERAL OF CANADA Department of Justice Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON</p>	<p>Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</p>
<p>CANADA REVENUE AGENCY 1 Front Street West Toronto, Ontario M5J 2X6</p>	<p>Pat Confalone Email: pat.confalone@cra-arc.gc.ca</p>
<p>OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY (CANADA) 151 Yonge Street, 4th Floor Toronto, Ontario M5C 2W7</p>	<p>Email: ic.osbservice-bsfservice.ic@canada.ca</p>
<p>3Q INVESTMENT PARTNERS 521 5th Avenue New York, New York 10175</p>	<p>Kashif Sweet Email: ksweet@3qpartners.com</p>
<p>ONTARIO MINISTRY OF FINANCE (ACCOUNT MANAGEMENT & COLLECTIONS BRANCH / COLLECTION SUPPORT OPERATIONS) 33 King Street West, 6th Floor Oshawa, Ontario L1H 8H5</p> <p>300-1400 Blair Towers Place Ottawa, Ontario K1J 9B8</p> <p>347 Preston Street, 3rd Floor, Ottawa, Ontario K1S 3H8</p>	<p>Email: financecommunications.fin@ontario.ca</p>

EMAIL ADDRESS LIST

zweigs@bennettjones.com; nelmsa@bennettjones.com; mightonj@bennettjones.com;
singhcheemam@bennettjones.com; ngoldstein@ksvadvisory.com;
mvininsky@ksvadvisory.com; bluder@ksvadvisory.com; kplunkett@airdberlis.com;
shans@airdberlis.com; jbello@bellissimo.com; dchochla@fasken.com;
mstephenson@fasken.com; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca;
diane.winters@justice.gc.ca; leslie.crawford@ontario.ca; insolvency.unit@ontario.ca;
pat.confalone@cra-arc.gc.ca ; ic.osbservice-bsfservice.ic@canada.ca; ksweet@3qpartners.com;
financecommunications.fin@ontario.ca

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

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

**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.**

NOTICE OF MOTION

Go-For Industries Inc. (“**Go-For**” or the “**Company**”) will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on Wednesday the April 3, 2024 at 11:00 AM.

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference.

THE MOTION IS FOR:

1. An order (the “**Ancillary Order**”), substantially in the form of the draft order attached as Tab 3 of the Motion Record, *inter alia*:

- (a) extending the time for the Company to file a proposal, and the corresponding stay of proceedings, until and including June 4, 2024 (the “**Stay Period**”);
- (b) authorizing and empowering the Company to enter into a factoring agreement dated March 28, 2024 (the “**Factoring Agreement**”) between Avren FinServe, LLC (“**Avren**”) and the Company pursuant to which the Company has agreed to sell a portion of their accounts receivable and/or recurring revenues from the HD

Contract (as defined below) to Avren with consideration of up to the Monetary Limit (as defined below), with such amount to be used to provide additional operating capital for its business and other purposes;

(c) granting the Factor Charge (to the maximum amount of the Monetary Limit on the Factor Collateral) (each as defined below); and

(d) approving the Second Report of the Proposal Trustee, to be filed (the “**Second Report**”);

2. An order (the “**Approval and Vesting Order**”) substantially in the form of the draft order attached as Tab 4 of the Motion Record, among other things, approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement between the Company and 1000826405 Ontario Inc., as purchaser (the “**Purchaser**”), dated March 20, 2024 (as may be amended from time to time, the “**Sale Agreement**”), and vesting in the Purchaser, or as it may direct in accordance with the Sale Agreement, all of the Company’s right, title and interest in and to the property described in the Sale Agreement (the “**Purchased Assets**”);

3. Such further and other relief as this Honorable Court deems just;

4. All references to monetary amounts in this notice of motion are in United States dollars unless noted otherwise;

THE GROUNDS FOR THE MOTION ARE:

Background

5. Go-For is a privately held company that carries on business as a tech-enabled last mile delivery facilitator for over-sized and bulky items. Go-For operates through its proprietary technological platform which matches a retail partner who requires the delivery of freight with a delivery driver who will then fulfil the delivery to the end customer;

6. Go-For's registered head office is in Toronto, Ontario and it currently operates in over 120 metropolitan areas in the United States and Canada;

7. On March 20, 2024, (the "**Filing Date**") the Company filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and KSV Restructuring Inc. ("**KSV**") was appointed as proposal trustee of the Company (in such capacity, the "**Proposal Trustee**");

8. The proceedings commenced on the Filing Date are hereinafter referred to as the "**NOI Proceedings**" and were commenced as a means of obtaining the urgent financing necessary to continue ongoing operations while the Company continued its efforts of implementing a going-concern sale of the business;

9. On March 25, 2024, the Court granted an initial order (the "**Initial Order**") which, among other things:

- (a) authorized and empowered the Company to obtain and borrow under a credit facility in an amount not to exceed \$750,000 (the "**Trinity DIP Facility**") from Trinity Capital Inc. ("**Trinity**"), as lender (in such capacity, the "**Trinity DIP**");

Lender”), pursuant to an agreement dated March 20, 2024 (the “**Trinity DIP Term Sheet**”) in order to finance the Company’s working capital requirements and other general corporate purposes and capital expenditures, including providing financing for these NOI Proceedings;

(b) authorized and empowered the Company to obtain and borrow under a credit facility in an amount not to exceed \$750,000 (the “**Avren DIP Facility**”, together with the Trinity DIP Facility, the “**DIP Facilities**”) from Avren FinServe, LLC (“**Avren**”), as lender (in such capacity, the “**Avren DIP Lender**”), pursuant to an agreement dated March 20, 2024 (the “**Avren DIP Term Sheet**”, together with the Trinity DIP Term Sheet, the “**DIP Term Sheets**” and each a “**DIP Term Sheet**”) in order to finance the Company’s working capital requirements and other general corporate purposes and capital expenditures for these NOI Proceedings, including providing financing for these NOI Proceedings;

(c) granted the following priority charges (collectively, the “**Charges**”):

- (i) First - the Administration Charge (to the maximum amount of CAD\$300,000);
- (ii) Second - the Trinity DIP Lender’s Charge (to the maximum amount of \$750,000, plus interest fees and expenses) and the Avren DIP Lender’s Charge (to the maximum amount of \$750,000, plus interest fees and expenses) on a *parri passu* and *pro rata* basis;
- (iii) Third - the Directors’ Charge (to the maximum amount of CAD\$625,000); and
- (iv) Fourth - the Expense Reimbursement Charge (to the maximum amount of CAD\$70,000); and

(d) authorized the Company, with the consent of the Proposal Trustee, and in accordance with the cashflows and DIP Facilities, to pay certain pre-filing arrears to vendors whose products and/or services are essential to the Company's ongoing operations and/or also may be critical to implementing the contemplated sale or other restructuring alternatives in these NOI Proceedings;

10. Since the granting of the Initial Order, the Company has continued to act in good faith and with due diligence to, among other things, stabilize its business, communicate, with the assistance of the Proposal Trustee, with employees, Go-For Drivers, vendors and retail partners, including The Home Depot of Canada Inc. ("**Home Depot**"), and other key stakeholders in the NOI Proceedings;

11. Prior to initiating the NOI Proceedings, the Company invested significant time and effort engaging in a customary marketing and sale process (the "**Pre-NOI SISP**") with the assistance of its financial advisor and in consultation with its senior-secured lender Trinity;

12. As of the bid deadline for the Pre-NOI SISP, only one non-binding expression of intent was received. This expression of interest only proposed an all-stock deal with no indication of consideration value and was subject to numerous conditions and was therefore not actionable;

13. During the Pre-NOI SISP, it became apparent that actionable offers from unrelated third parties were unlikely to be forthcoming. Thus, the Company and Trinity, under the oversight of KSV, engaged in discussions with existing shareholders of the Company, namely 3Q Investment Partners and I2BF Global Ventures ("**I2BF**"), who were advised that they could submit offers by the Bid Deadline;

14. I2BF ended up tendering the only offer that complied with the Trinity DIP Proposal and allowed the Company to pursue a going-concern solution;

Approval of the Sale Agreement

15. The Sale Agreement is the product of the Company and Proposal Trustee's extensive efforts to solicit interest in the business, assets and property of the Company and is the best and only offer available;

16. The Sale Agreement's purchase price is structured primarily as an assumption of certain of the Company's liabilities including, among other things, the Assumed Trinity Loan Obligations, the Assumed Trinity DIP Obligations and the Assumed Avren DIP Obligations, as of the Closing Date, along with the Cash Consideration which is to be used to satisfy in full, among other things, the Administrative Expense Amount. As a result of the foregoing there is no distribution anticipated following Closing Time;

17. The Sale Agreement provides the best possible outcome for creditors and other stakeholders in the circumstances given that, among other things:

- (a) the Sale Agreement allows for the continuity of the Company's business as a going-concern;
- (b) the Sale Agreement is the product of a broad, transparent, and fair Pre-NOI SISF, the efforts of the Company, the Purchaser, Trinity (as the Company's pre-filing secured creditor) and the Proposal Trustee to consummate a value-maximizing transaction with a going-concern result;

- (c) the Sale Agreement is the highest and best offer available to the Company and was the only binding offer received following the culmination of the Pre-NOI SISP;
- (d) the Company's entrance into the Sale Agreement is supported by the Proposal Trustee and the DIP Lenders, as well as Trinity, the Company's ranking pre-filing secured creditor;
- (e) with the exception of the ICA Notice Condition, in addition to the granting of the Approval and Vesting Order, the Transaction's closing is based on customary conditions and requisite approvals and is not predicated on onerous closing obligations; and
- (f) the Transaction is notably also not conditioned on any financing being obtained and the assumption of certain debt obligations that are included within the Assumed Liabilities (as defined in the Sale Agreement) have been consented to by the relevant debt holders;

19. The Sale Agreement provides for the preservation of employment for no fewer than 90% of the current employees of the Company;

20. The Proposal Trustee supports the Sale Agreement and is of the opinion that the Sale Agreement is the best offer obtained for the Purchased Assets in the circumstances;

Factoring Agreement

21. On March 28, 2024, the Company and Avren entered into the Factoring Agreement, pursuant to which Company has agreed to sell a portion of their accounts receivable and/or

recurring revenues from the Home Depot Final Mile Statement of Work, by and between the Company and Home Depot of Canada Inc. (“**Home Depot**”), dated October 1, 2022 (the “**HD SOW**”), which is controlled by the Master Delivery Services Agreement, by and between the Company and Home Depot, dated November 27, 2018 (the “**HD MSA**”, and together with the HD SOW, the “**HD Contract**”);

22. While the Factoring Agreement is structured as a true sale of the Receivables to the Purchaser, it is expected that the Company will continue to collect the Receivables from Home Depot as the Purchaser’s agent for a period of time and remit them to the Purchaser to allow the Purchaser the time it requires to open a Canadian bank account;

23. In light of the foregoing it is a condition of the Factoring Agreement that a first charge in favour of Avren (the “**Factor Charge**”) on the Receivables received by the Company (as defined in the Factoring Agreement, those receivables arising under the HD Contract) (the “**Factor Collateral**”) be granted to Avren to secure the Company’s obligations under the Factoring Agreement;

24. The Factor Charge is proposed to be secured against only the Factor Collateral and in priority to all other interests and to a maximum amount of the Maximum Purchase Price or the Increased Maximum Purchase Price (each as defined in the Factoring Agreement), as the case may be (the “**Monetary Limit**”)

25. The Factoring Agreement is intended to supplement the DIP Loan Facilities which together with the Factoring Agreement are expected to provide the Company with sufficient liquidity to operate in the ordinary course until the Transaction closes;

26. The Proposal Trustee is supportive of the approval of the Factoring Agreement.

Approval of the Second Report

27. The proposed Ancillary Order seeks approval of the Second Report and the actions, conduct and activities of the Proposal Trustee, as set out therein.

OTHER GROUNDS

28. The provisions of the BIA and the inherent and equitable jurisdiction of this Honourable Court;

29. The provisions of the *Bankruptcy and Insolvency General Rules*, C.R.C., c. 368;

30. Section 97 and 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended;

31. Rules 1.04, 1.05, 2.01, 2.03, 3.01, 3.02, 14.05, 16 and 37 of the *Rules of Civil Procedure*,

32. R.R.O. 1990, Reg. 194, as amended; and

33. Such further and other grounds as counsel may advise and this Court may permit.

DOCUMENTARY EVIDENCE

34. The following documentary evidence will be used at the hearing of the motion:

(a) The Second Affidavit of Dillon McDonald sworn March 28, 2024, and the exhibits thereto;

(b) The Factum of the Company, to be filed;

(c) The Second Report of the Proposal Trustee, to be filed; and

(d) Such further and other material as counsel may advise and this Court may permit.

March 28, 2024

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Jesse Mighton (LSO# 62291J)

Tel: (416) 777-6255

Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642

Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Jesse Mighton (LSO #62291J)

Tel: (416) 777-6255
Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642
Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527
Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

TAB 2

Court File No.: BK-24-00459813-0031
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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
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AMENDED, OF GO-FOR INDUSTRIES INC.**

AFFIDAVIT OF DILLON MCDONALD
(Sworn March 28, 2024)

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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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.**

**AFFIDAVIT OF DILLON MCDONALD
(Sworn March 28, 2024)**

I, Dillon McDonald, of the city of San Luis Obispo, in the State of California, **MAKE OATH AND SAY:**

1. I am the President and Chief Executive Officer of Go-For Industries Inc. (“**Go-For**” or the “**Company**”). I have held this position since July 31, 2023. As such, I have direct knowledge of the Company’s day-to-day operations, business, financial affairs, and books and records. Where I have relied on other sources for information, I have stated the source of my information and I believe such information to be true. In preparing this affidavit, I have consulted with the Company’s legal and financial advisors, and with other members of the Company’s senior management team.

2. I swear this affidavit in support of a motion by Go-For for:

(a) an order (the “**Ancillary Order**”), substantially in the form of the draft order attached as Tab 3 of the Motion Record, among other things:

(i) extending the time for the Company to file a proposal, and the corresponding stay of proceedings, until and including June 4, 2024 (the “**Stay Period**”);

(ii) authorizing and empowering the Company to enter into a factoring agreement dated March 28, 2024 (the “**Factoring Agreement**”) between Avren FinServe, LLC (“**Avren**”) and the Company pursuant to which the

Company has agreed to sell a portion of their accounts receivable and/or recurring revenues from the HD Contract (as defined below) to Avren for consideration of up to the Monetary Limit (as defined below), with such amount to be used to provide additional operating capital for its business and other purposes;

- (iii) granting the Factor Charge (to the maximum amount of the Monetary Limit) on the Factor Collateral (each as defined below);
 - (iv) approving the Second Report of the Proposal Trustee, to be filed (the “**Second Report**”), and the actions, conduct and activities of the Proposal Trustee, as set out therein; and
- (b) an order (the “**Approval and Vesting Order**”) substantially in the form of the draft order attached as Tab 4 of the Motion Record, among other things, approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement between the Company, as vendor (in such capacity, the “**Vendor**”), and 1000826405 Ontario Inc., as purchaser (the “**Purchaser**”), dated as of March 20, 2024 (as may be amended from time to time, the “**Sale Agreement**”), and vesting in the Purchaser, or as it may direct in accordance with the Sale Agreement, all of the Vendor’s right, title and interest in and to the property described in the Sale Agreement (the “**Purchased Assets**”).

3. All terms not otherwise defined herein have the meaning ascribed to them in, as applicable: (i) the Initial Order (as defined below); and (ii) my affidavit sworn March 22, 2024 in support of the Initial Order (without exhibits) (the “**First Affidavit**”), copies of which are appended hereto as Exhibits “A” and “B”.

4. All references to monetary amounts in this affidavit are in United States dollars unless noted otherwise. The Company does not waive or intend to waive any applicable privilege by any statement herein.

I. OVERVIEW AND GO-FOR'S FINANCIAL DIFFICULTIES

5. Go-For is a privately held company that carries on business as a tech-enabled last mile delivery facilitator analogous to Door-Dash or UberEats but for over-sized and bulky items. Go-For operates through its proprietary technological platform which matches a retail partner who requires the delivery of freight with a delivery driver who will then fulfil the delivery to the end customer.

6. Go-For's registered head office is in Toronto, Ontario, and it currently operates in over 120 metropolitan areas in the United States and Canada.

7. Facing significant immediate liquidity issues, on March 20, 2024, (the "**Filing Date**") the Company filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). KSV Restructuring Inc. ("**KSV**") was appointed as proposal trustee of the Company (in such capacity, the "**Proposal Trustee**"). The proceedings commenced on the Filing Date are hereinafter referred to as the "**NOI Proceedings**". The NOI Proceedings were commenced as a means of ensuring the Company has the necessary breathing room to, and was a condition of, obtaining urgent financing necessary to continue ongoing operations while the Company continues its efforts of implementing a going-concern sale of the business.

8. The facts underlying the Company's financial circumstances and need to seek creditor protection by filing an NOI are set out in my First Affidavit, and are not repeated herein.

9. On March 25, 2024, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an initial order (the "**Initial Order**") which, among other things:

- (a) authorized and empowered the Company to obtain and borrow under a credit facility in an amount not to exceed \$750,000 (the "**Trinity DIP Facility**") from Trinity Capital Inc. ("**Trinity**"), as lender (in such capacity, the "**Trinity DIP Lender**"), pursuant to an agreement dated March 20, 2024 (the "**Trinity DIP Term Sheet**") in order to finance the Company's working capital requirements and other general corporate purposes and capital expenditures, including providing financing for these NOI Proceedings;

- (b) authorized and empowered the Company to obtain and borrow under a credit facility in an amount not to exceed \$750,000 (the “**Avren DIP Facility**”, together with the Trinity DIP Facility, the “**DIP Facilities**”) from Avren FinServe, LLC (“**Avren**”), as lender (in such capacity, the “**Avren DIP Lender**”), pursuant to an agreement dated March 20, 2024 (the “**Avren DIP Term Sheet**”, together with the Trinity DIP Term Sheet, the “**DIP Term Sheets**” and each a “**DIP Term Sheet**”) in order to finance the Company’s working capital requirements and other general corporate purposes and capital expenditures, including providing financing for these NOI Proceedings;
- (c) granted the following priority charges (collectively, the “**Charges**”, each as defined below):
 - (i) First - the Administration Charge (to the maximum amount of CAD\$300,000);
 - (ii) Second - the Trinity DIP Lender’s Charge (to the maximum amount of \$750,000, plus interest, fees and expenses) and the Avren DIP Lender’s Charge (to the maximum amount of \$750,000, plus interest, fees and expenses) on a *pari passu* and *pro rata* basis;
 - (iii) Third - the Directors’ Charge (to the maximum amount of CAD\$625,000); and
 - (iv) Fourth - the Expense Reimbursement Charge (to the maximum amount of CAD\$70,000); and
- (d) authorized the Company, with the consent of the Proposal Trustee, and in accordance with the cashflows and DIP Facilities, to pay certain pre-filing arrears to vendors whose products and/or services are essential to the Company’s ongoing operations and/or also may be critical to implementing the contemplated sale or other restructuring alternatives in these NOI Proceedings.

10. Since the granting of the Initial Order, the Company has continued to act in good faith and with due diligence to, among other things, stabilize its business, communicate, with the assistance of the Proposal Trustee, with employees, Go-For Drivers, vendors and retail partners, including Home Depot, and other key stakeholders in the NOI Proceedings. Additionally, the Company, Avren, the Purchaser and their respective advisors, with the oversight of the Proposal Trustee, have worked expeditiously to finalize the Sale Agreement and the Factoring Agreement with a view to providing a going-concern solution which will benefit the Company's stakeholders generally.

II. THE PRE-NOI SISP AND THE PROPOSED TRANSACTION

(i) The Pre-NOI SISP

11. As was detailed in my First Affidavit, prior to these NOI Proceedings, and in accordance with its obligations under the Forbearance Agreement with Trinity, the Company entered into an engagement agreement (the "**Onward Engagement Agreement**") pursuant to which the Company engaged Onward Innovation Ltd. ("**Onward**") to act as the Financial Advisor in connection with the Pre-NOI SISP. Onward has extensive industry experience in customs brokerage, freight brokerage, trucking, and last-mile delivery, with strong connections throughout the industry. To that end, Onward has extensive networks which are deeply rooted within the world of logistics and leveraged those active networks in an effort to create immediate buyer traction.

12. In connection with the Pre-NOI SISP, on February 28, 2024, Trinity advised the Company that it would be willing to support the Company's ongoing efforts to restructure its business by extending further capital only under certain conditions. Namely: (i) any such financing would be pursuant to a debtor-in-financing facility provided in the context of a court-supervised restructuring proceeding; (ii) such restructuring proceeding would be in furtherance of executing a restructuring transaction; and (iii) given the company's limited operating liquidity, the Company would be required to enter into a binding agreement of refinancing, recapitalization or sale of the business by no later than March 8, 2024 (the "**Trinity DIP Offer**"). This date was arrived at in consultation with Trinity based on the liquidity needs of the business, and the need for it to secure a source of immediate funding in order to maintain normal course operations.

13. Over the course of the Pre-NOI SISP, the Financial Advisor undertook the following efforts to canvas the market, including, among others:

- (a) soliciting expressions of interest from over 470 potentially interested parties with a targeted outreach of approximately 2,700 emails and approximately 1,300 calls;
- (b) entering into non-disclosure agreements (“**NDA**”) with five potentially interested parties;
- (c) circulating a confidential information memorandum to all parties that executed NDAs;
- (d) establishing a virtual data room containing information about the Company relevant to interested parties;
- (e) arranging for audit and diligence meetings with Company management, including myself;
- (f) facilitating due diligence and other information requests; and
- (g) engaging in discussions regarding potential expressions of interest by interested parties.

14. Driven off the timeframe for the Company to enter into a definitive agreement set out in the Trinity DIP Offer, the Pre-NOI SISP established a bid submission deadline of March 5, 2024 (“**Bid Deadline**”) for parties to submit expressions of interest.

15. At the Bid Deadline, the company did receive one non-binding expression of interest from a potentially interested third party. However this expression of interest only proposed an all-stock deal with no indication of consideration value and was subject to a number of conditions, including the completion of additional due diligence, as well as the completion of definitive documentation, and did not provide for any interim or bridge financing that would have permitted the Company to continue to operate while such conditions were satisfied. Accordingly, this expression of interest did not satisfy the condition set out in the Trinity DIP Offer.

16. During the Pre-NOI SISP, as it became apparent that actionable offers from unrelated third parties were unlikely to be forthcoming, the Company and Trinity, under the oversight of KSV, engaged in discussions with existing shareholders of the Company, namely 3Q Investment Partners LLC (“**3Q**”) and I2BF Global Ventures (“**I2BF**”) to explore whether they would be interested in submitting an offer for the Company's business. 3Q and I2BF were advised that they could submit offers in the Pre-NOI SISP by the Bid Deadline, provided that such offers included committed interim financing and contemplated a binding offer to purchase the business. Both 3Q and I2BF expressed an interest in submitting an offer.

17. On March 1, 2024, KSV sent an email (the “**March 1 Email**”) to representatives of both 3Q and I2BF reminding both parties that offers were due on the Bid Deadline, and stating “Offers must be in the form of definitive and binding transaction documents, include committed DIP financing to complete the transaction, and should not be subject to any material conditions other than court approval.” A copy of this email is attached hereto as Exhibit “C”.

18. On the Bid Deadline, the Company received: (i) a non-binding expression of interest from 3Q; and (ii) a binding form of transaction agreement from I2BF along with an offer for DIP financing (the “**I2BF Offer**”).

19. On March 6, 2024, 3Q was advised that its expression of interest did not comply with the requirements set forth in KSV’s March 1 Email and was not executable in its current form. 3Q requested and was granted a three-day extension to March 8, 2024 to submit a binding offer in the form of a definitive transaction agreement, together with interim financing.

20. On March 8, 2024, a representative of 3Q sent an email to the Company and KSV advising that “3Q Investment Partners LLC will not be submitting a definitive binding bid in this process”. A copy of this email is attached hereto as Exhibit “D”.

21. Given that the I2BF Offer was the only offer received by the Company that complied with the Trinity DIP Offer, and being the only offer available to it that allowed the Company to access the interim capital needed to pursue a going-concern solution for its financial difficulties, at this time, the Company’s focus shifted towards finalizing the I2BF Offer for execution. The result of

these efforts was the Company's execution of the Sale Agreement with the Purchaser (an affiliate of I2BF) on March 20, 2024.

(ii) The Sale Agreement¹

22. As I advised the Court in my First Affidavit, on March 20, 2024, the Company entered into the Sale Agreement with the Purchaser. Notwithstanding its execution, the Company and the Purchaser along with their advisors, and under the oversight of the Proposal Trustee, still had to finalize and complete, among other things, certain schedules. The Company and the Purchaser have now finalized the Sale Agreement and are seeking Court approval of the Transaction. A copy of the Sale Agreement is attached hereto as Exhibit "E".

23. The key terms of the Sale Agreement are summarized in the table below:

Terms	Details
Purchase Price	The Purchase Price contemplated under the Sale Agreement is comprised of: <ul style="list-style-type: none"><li data-bbox="597 1066 1427 1283">(a) the aggregate amount of all outstanding amounts and obligations owing by Go-For under the Assumed Liabilities, including, for greater certainty, the Assumed Trinity Loan Obligations, the Assumed Trinity DIP Obligations and the Assumed Avren DIP Obligations, as of the Closing Date; plus<li data-bbox="597 1318 1427 1608">(b) an amount sufficient to satisfy in full: (i) the Administrative Expense Amount, and (ii) to the extent that Go-For has not, prior to the date that is two (2) Business Days prior to Closing Date, satisfied any portion of the Post-Filing Tax Obligations, the amount of the Post-Filing Tax Obligations that Purchaser has elected, in its sole discretion, to fund with cash (the "Cash Consideration").
Purchased Assets	The assets set forth in Section 2.01 to the Sale Agreement, including the following: <ul style="list-style-type: none"><li data-bbox="646 1745 1019 1780">(a) Accounts Receivable;

¹ Terms used in this section but not otherwise defined herein have the meanings ascribed to them in the Sale Agreement.

Terms	Details
	<ul style="list-style-type: none">(b) Inventories;(c) Interests in Subsidiaries;(d) Assumed Contracts;(e) Leased Real Property;(f) Authorizations;(g) Personal Property, Equipment, Fixtures and Furniture;(h) Prepaid Expenses;(i) Tax Refunds;(j) Intellectual Property;(k) Business and Domain Names;(l) Information Systems;(m) Books and Records;(n) Rights under Insurance;(o) Express Consents under Privacy and Anti Spam Law; and(p) Goodwill.
Excluded Assets	<p>The assets set out forth in Section 2.02 and Schedule 2.02 of the Sale Agreement, including:</p> <ul style="list-style-type: none">(a) certain tax records and returns, and books and records pertaining to the Excluded Liabilities;(b) the Administrative Expense Amount;(c) all communications, information or records relating to the Transaction, Purchased Assets, Excluded Assets and Excluded Liabilities;

Terms	Details
	<ul style="list-style-type: none"> (d) any unassignable contract, lease for real property, Intellectual Property and Authorization that is unassignable as per Section 2.06; (e) all rights of Go-For under the Sale Agreement, Transfer Documents and each document contemplated therein; and (f) any other asset identified in writing as an Excluded Asset by the Purchaser; (g) any other asset, including contracts and leases, identified by the Purchaser to Go-For no later than two (2) Business Days prior to the Closing Date.
ICA Notice	<p>As soon as possible and in any event within five (5) Business Days after the Filing Date, the Purchaser shall file a notification under section 12 of the <i>Investment Canada Act</i> with the appropriate minister or ministers designated under the <i>Investment Canada Act</i>.</p>
Assumed Obligations and Liabilities	<p>The Assumed Liabilities set out in Section 2.03 of the Sale Agreement, including:</p> <ul style="list-style-type: none"> (a) all amounts outstanding and obligations owed by Go-For under the Loan Agreements; (b) all amounts outstanding and obligations owed by Go-For under the Trinity DIP Term Sheet; (c) all amounts outstanding and obligations owed by Go-For under the Avren DIP Term Sheet; (d) all amounts outstanding and obligations owed by Go-For under the Factoring Agreement, provided that recourse is limited to the Factor Collateral; (e) all Post-Filing claims; (f) all liabilities of Go-For arising from and after Closing; (g) any portion of the Administrative Expense Amount or Post-Filing Tax obligations for which: (i) Go-For did not pay prior to the Closing Date; or (ii) were not paid by the Purchaser, in its sole discretion;

Terms	Details
	<p>(h) all liabilities of the Go-For relating to the Transferred Employees accrued from and after the Closing Time; and</p> <p>(i) those specific Assumed Liabilities set forth in Schedule 2.03 of the Sale Agreement.</p>
Excluded Obligations and Liabilities	<p>The Excluded Liabilities set out in Section 2.05 and exhaustively in Schedule 2.05 of the Sale Agreement, <i>inter alia</i>;</p> <p>(a) any and all liability relating to anti-assignment or change of control provisions that may arise in connection with the Transaction;</p> <p>(b) all liabilities relating to or under the Excluded Assets;</p> <p>(c) all liabilities related to BIA Charges;</p> <p>(d) all Pre-Filing Tax Obligations;</p> <p>(e) liabilities for employees whose employment with the Proposal Company is terminated on or before Closing, including the Terminated Employees;</p> <p>(f) the Restructuring Period Claims; and</p> <p>(g) the Restructuring Period D&O Claims.</p>
Employees	<p>The Purchaser is to deliver a list to Go-For identifying Employees to whom conditional offers of employment (upon Closing) will be offered), which shall consist of no fewer than 90% of the total current number of employees.</p>
Outside Date	<p>May 16, 2024.</p>
Conditions to Closing	<p><u>For the benefit of the Purchaser and Go-For:</u></p> <p>The obligations of the Purchaser and Go-For to consummate the Transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with the following at the time of closing:</p> <p>(a) no provision of any Applicable Law and no judgment, injunction or Order preventing or frustrating the consummation of the purchase of the Purchased Assets</p>

Terms	Details
	<p>pursuant to this Agreement shall be pending, threatened or in effect;</p> <p>(b) the Court shall have granted the Trinity DIP Approval Order, Avren DIP Approval Order, Factoring Approval Order, Approval and Vesting Order and BIA Assignment Order, if applicable in form and substance to the Purchaser and Go-For. Such Orders shall not have been stayed; and</p> <p>(c) all Transaction Regulatory Approvals shall be in effect.</p> <p><u>For the benefit of the Purchaser:</u></p> <p>The obligation of the Purchaser to consummate the Transaction contemplated by the Agreement is subject to the following:</p> <p>(a) the performance of the covenants contained within the agreement;</p> <p>(b) except as may be affected by the Transactions, each of the warranties and representations contained in Article IV therein shall be true and correct in all material respects;</p> <p>(c) no change, effect, event, occurrence, state of facts or development shall have occurred that resulted in or would reasonably be expected to result in a Material Adverse Change;</p> <p>(d) Go-For shall have delivered to the Purchaser all deliverables contained in Section 8.02 therein in form and substance satisfactory to the Purchaser;</p> <p>(e) Go-For shall have terminated the employment of the Terminated Employees;</p> <p>(f) Go-For shall have obtained Third Party Consents or BIA Assignment Order in respect of all Assumed Real Property leases, material Assumed Contracts, material Purchased IP and material Assumed Authorizations;</p> <p>(g) Go-For or its Affiliates shall have sent notice of disclaimer for all Excluded Contracts;</p> <p>(h) Go-For shall have either negotiated definitive terms of customer contracts and delivered such negotiated terms</p>

Terms	Details
	<p>or otherwise sufficiently progressed negotiations with Toolbx Inc.; and</p> <p>(i) The Purchaser shall have obtained ICA Clearance by no later than the Outside Date.</p> <p><u>Conditions for the Benefit of Go-For</u></p> <p>The obligation of Go-For to consummate the Transaction contemplated by the Agreement is subject to the following:</p> <p>(a) the performance of the covenants contained within the agreement;</p> <p>(b) except as may be affected by the Transactions, each of the warranties and representations contained in Article V therein shall be true and correct in all material respects; and</p> <p>(c) the Purchaser shall have delivered to the Proposal Trustee all deliverables contained in Section 8.03 therein in form and substance satisfactory to Go-For.</p>
Termination	<p>The Sale Agreement may be terminated by mutual written agreement by Go-For and the Purchaser and upon certain conditions by either Party and other conditions, solely by the Purchaser.</p> <p><u>Termination by Either Party:</u></p> <p>(a) if Closing has not occurred on or before the Outside Date, including if ICA Clearance has not been obtained, provided the terminating party is not in breach of the Sale Agreement;</p> <p>(b) if at any time, any of the conditions in Article IX therein is not capable of being satisfied by the applicable dates set-out therein, or the Outside Date;</p> <p>(c) if the Trinity DIP Term Sheet, Avren DIP Term Sheet, or Factoring Agreement has been terminated by either Party;</p> <p>(d) upon the termination, dismissal or conversion of the Proposal Proceedings;</p>

Terms	Details
	<p>(e) upon the dismissal of the motion for the Trinity DIP Order, Avren DIP Order, Factoring Approval Order, Approval and Vesting Order or BIA Assignment Order, or any stay of such Orders thereto;</p> <p>(f) if a court of competent jurisdiction has taken any other action to restrain, enjoin or otherwise prohibit the consummation of Closing of the Transactions.</p> <p><u>Termination By the Purchaser:</u></p> <p>(a) upon the appointment of a receiver, trustee in bankruptcy or similar official over Go-For, or any of Go-For's property, without the prior written consent of the Purchaser;</p> <p>(b) if there has been any material violation or breach by Go-For of any covenant, representation or warranty that would prevent the satisfaction of the conditions set-forth in sections 9.01 or 9.02 therein that has not been waived by the Purchaser or cured within five (5) Business Days after receipt of written notice thereof from Purchaser, unless Purchaser is in material breach of its obligations under the Sale Agreement which would prevent the conditions set forth in the aforementioned sections from being met; and</p> <p>(c) the acceptance by Go-For of any transaction that is not the Transaction or, the filing of a motion seeking approval of the Court to accept any transaction that is not the Transaction, unless consented to in writing thereto.</p>
Expense Reimbursement	<p>The Proposal Company agrees to reimburse I2BF Venture Capital or the Purchaser, as applicable, for documented, out-of-pocket expenses incurred in the negotiation, diligence and preparation of this Agreement in an amount not to exceed \$70,000 (the "Expense Reimbursement").</p> <p>The Expense Reimbursement is only payable by the Company in the event that the Transaction Agreement is finalized and: (i) the Proposed Transaction is not approved by the Court; and (ii) the Company's assets are purchased or assumed or otherwise transferred to a third party.</p>

24. As is identified in the above chart, the Purchase Price is structured primarily as an assumption of certain of the Company's liabilities including, among other things, the Assumed Trinity Loan Obligations, the Assumed Trinity DIP Obligations and the Assumed Avren DIP Obligations, as of the Closing Date, along with the Cash Consideration which is to be used to satisfy in full, among other things, the Administrative Expense Amount. As a result of the foregoing, there is no distribution anticipated following the Closing Time.

25. The Sale Agreement is the product of the Company and the Proposal Trustee's extensive efforts to solicit interest in the business, assets and property of the Company, with a view to maximizing value for the Company's stakeholders. The Sale Agreement is also the result of the extensive Pre-NOI SISP and is the best and only offer available. The Sale Agreement provides the best possible outcome for creditors and other stakeholders in the circumstances given that, among other things:

- (a) the Sale Agreement allows for the continuity of the Company's business as a going-concern;
- (b) the Sale Agreement is the product of a broad, transparent, and fair Pre-NOI SISP, the efforts of the Company, the Purchaser, Trinity (as the Company's pre-filing secured creditor) and the Proposal Trustee to consummate a value-maximizing transaction with a going-concern result;
- (c) the Sale Agreement is the highest and best offer available to the Company and was the only binding offer received following the culmination of the Pre-NOI SISP;
- (d) the Company's entrance into the Sale Agreement is supported by the Proposal Trustee and the DIP Lenders, as well as Trinity as the Company's ranking pre-filing secured creditor;
- (e) with the exception of the ICA Notice Condition, in addition to the granting of the Approval and Vesting Order, the Transaction's closing is based on customary conditions and requisite approvals and is not predicated on onerous closing obligations; and

- (f) the Transaction is notably also not conditioned on any financing being obtained and the assumption of certain debt obligations that are included within the Assumed Liabilities (as defined in the Sale Agreement) have been consented to by the relevant debt holders.

26. I have been advised that the Transaction will preserve many of the jobs at the Company following Closing. To that end, Section 7.09 of the Sale Agreement provides that no fewer than 90% of the total current number of employees of the Company will be offered conditional offers of employment by the Purchaser upon Closing. The terms of these offers will be on terms and conditions of employment that are substantially similar in the aggregate to the terms and conditions of employment of such employees as in effect with the Company immediately prior to the Closing Date.

27. I understand that the Proposal Trustee supports the Sale Agreement approval and, as detailed in the Second Report, is of the opinion that the Sale Agreement is the best offer obtained for the Purchased Assets in the circumstances.

28. I note that an entity with an ownership interest in the Purchaser currently holds equity in the Company and is a member of the board of directors. I am advised by Jesse Mighton of Bennett Jones LLP, counsel to the Company, that this fact alone does not necessarily make the Purchaser a related person as that term is contemplated under Section 65.13(6) (a “**Related Person**”) of the BIA. However, even if the Purchaser is determined to be a Related Person, the additional requirements placed on approval of sales to a Related Person pursuant to Section 65.13(5) of the BIA would be met given that:

- (a) good faith efforts were made to sell or otherwise dispose the Purchased Assets to persons who are not related to the Company; and
- (b) the consideration to be received under the Sale Agreement is superior to the consideration that would be received under any other offer made in accordance with the Pre-NOI SISP.

III. THE ANCILLARY ORDER

A. The Factoring Agreement

29. On March 28, 2024, the Company and Avren entered into the Factoring Agreement, subject to and in accordance with its terms. Attached hereto and marked as Exhibit “F” is a copy of the Factoring Agreement.

30. Pursuant to the Factoring Agreement, the Company has agreed to sell a portion of their accounts receivable and/or recurring revenues from the Home Depot Final Mile Statement of Work, by and between the Vendor and Home Depot of Canada Inc. (“**Home Depot**”), dated October 1, 2022 (the “**HD SOW**”) which is controlled by the Master Delivery Services Agreement, by and between the Vendor and Home Depot, dated November 27, 2018 (the “**HD MSA**”, and together with the HD SOW, the “**HD Contract**”) to obtain additional operating capital for its business and other purposes.

31. The key terms of the Factoring Agreement are as follows:

Summary of Key Terms of the Factoring Agreement ²	
<i>Parties</i>	Avren FinServe, LLC (in such capacity, the “ Purchaser ”) and Go-For Industries Inc. (in such capacity, the “ Vendor ”)
<i>Purchase Price and Purchase Discount</i>	<p>Each present and future sale of Invoices shall be in consideration of the funds remitted by the Purchaser to the Vendor at the time of such sale for such Invoice which shall be the value of the receivables under a given Invoice subject to a purchase discount of 3.2% (the “Purchase Discount”), in denominations of no less than USD\$200,000 for any given present or future sale of Invoices or such other lesser amount as may be from time to time determined by the Purchaser, in its sole discretion (each, a “Purchase Price”, and the aggregate of all such Purchase Prices, the “Total Purchase Price”).</p> <p>The Purchaser agrees to purchase all existing and future Receivables under the Invoices from Vendor pursuant to Section 1(a) above in single purchases of no less than USD\$200,000 until a Total Purchase Price of USD\$1,000,000 (the “Maximum Purchase Price”) in Receivables have been</p>

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Factoring Agreement.

Summary of Key Terms of the Factoring Agreement²	
	<p>sold by the Vendor to the Purchaser, <i>provided, however</i>, that as Receivables are collected by the Purchaser (or by the Vendor as the Purchaser’s agent under Section 2(a) therein), the amount of Receivables collected shall no longer be counted when determining the Maximum Purchase Price, such that only Invoices and the Receivables derived in connection therewith that remain outstanding and unpaid shall be counted in determining whether the Maximum Purchase Price has been reached.</p> <p>If additional amounts in excess of the Maximum Purchase Price are required by the Purchaser in connection with the DIP Budget (as such term is defined in the DIP Term Sheet), the Vendor may, on 10 days' written notice to the Purchaser, request an increase to the Maximum Purchase Price up to an aggregate of USD\$2,500,000 (the “Increased Maximum Purchase Price”), provided, however, that:</p> <ul style="list-style-type: none">(i) The Purchaser, in its sole discretion, may accept such request upon written reply to the Vendor, and provide the Increased Maximum Purchase Price; provided that no Event of Default under the Agreement, the Avren DIP Term Sheet or any such other document, unless otherwise waived by the Purchaser; and(ii) The Increased Maximum Purchase Price shall become available on the date approved by the Purchaser and the purchase and sale of Receivables in connection with the Increased Maximum Purchase Price shall be administered in accordance with the terms and conditions specified under this Section 1 of this Agreement.
<i>Conditions Precedent</i>	<p>The following Conditions Precedent are contemplated in the Factoring Agreement:</p> <ul style="list-style-type: none">(a) no Event of Default has occurred or is continuing or would arise immediately after giving effect to this Agreement;(b) no Event of Default has occurred or is continuing under the Avren DIP Term Sheet or the Sale Agreement;

Summary of Key Terms of the Factoring Agreement²	
	<ul style="list-style-type: none">(c) the Purchaser has received, in form and substance satisfactory to the Purchaser, the Security Documents;(d) the Court shall have entered the Factor Order in form and substance acceptable to the Purchaser, in its sole discretion;(e) the Court shall have entered an order in form and substance acceptable to the Purchaser in its sole discretion which approves the Avren DIP Term Sheet;(f) the Court shall have entered an order in form and substance acceptable to the Purchaser in its sole discretion which approves the Sale Agreement;(g) GoFor has obtained and delivered to the Purchaser all required documents, instruments, certificates, consents, notices and otherwise, as the case may be, permitting the deposit of the Receivables into the Purchaser's Account directly by Home Depot without any intermediary action, proceedings or involvement by Go-For;(h) all representations and warranties of Go-For contained within the Security Documents are true accurate, and complete as of the date of this Agreement.
<i>Term and Termination</i>	<p><u>Term:</u></p> <p>Unless earlier terminated as provided in Section 8(b), the Factoring Agreement shall be effective as of the date first written above and shall continue in full force and effect until the earlier of:</p> <ul style="list-style-type: none">(a) The Maximum Purchase Price or the Increased Maximum Purchase Price, as applicable has been paid in full, or

Summary of Key Terms of the Factoring Agreement²	
	<p style="text-align: center;">(b) May 24, 2024, unless extended by mutual agreement of the parties hereto, with the consent of Trinity.</p> <p><u>Termination by Purchaser:</u></p> <p>The Factoring Agreement may be terminated by the Purchaser by giving written notice to the Vendor, following the occurrence of an event of Default.</p> <p><u>Termination by Either Party:</u></p> <p>The Factoring Agreement may be terminated by either party giving written notice to the other, specifying a termination date not less than ninety (90) days from the date of such notice.</p>

32. While the Factoring Agreement is structured as a true sale of the Receivables to the Purchaser, it is expected that the Company will continue to collect the Receivables from Home Depot as the Purchaser's agent for a period of time and remit them to the Purchaser to allow the Purchaser the time it requires to open a Canadian bank account. Accordingly, it is a condition of the Factoring Agreement that a first charge in favour of Avren (the "**Factor Charge**") on those Receivables received by the Company (as defined in the Factoring Agreement, those receivables arising under the HD Contract) (the "**Factor Collateral**") be granted to Avren to secure the Company's obligations under the Factoring Agreement. The Factor Charge is proposed to be secured against only the Factor Collateral and in priority to all other interests and to a maximum amount of the Maximum Purchase Price or the Increased Maximum Purchase Price (each as defined in the Factoring Agreement), as the case may be (the "**Monetary Limit**"). I understand that the DIP Lenders have been consulted and are agreeable to being primed by the Factor Charge solely in respect of the Factor Collateral.

33. The Factoring Agreement is intended to supplement the DIP Loan Facilities, which, together with the Factoring Agreement are expected to provide the Company with sufficient liquidity to operate in the ordinary course until the Transaction closes.

34. The Proposal Trustee has advised me that it is supportive of the approval of the Factoring Agreement. Accordingly, based on the above, I believe that it is appropriate in the circumstances

for this Court to approve the Factoring Agreement and Factor Charge. I further believe that the approval of the Factoring Agreement will increase the chances of the Company achieving a going concern outcome.

B. Extension of Time to File Proposal and Stay Period

35. The Company requires the Stay Period and other protections provided by the BIA so that it will have the breathing space to complete the Transaction.

36. It would be detrimental to the Company's ability to maintain operations if proceedings were commenced or rights or remedies executed against the Company in the short period available to maximize recoveries for all stakeholders.

37. I do not believe any creditor will be materially prejudiced if the proposed extension is granted.

38. I am advised by Mr. Mighton that the requested extension of the stay period also conforms with the 45-day period for subsequent stay extensions contemplated by section 50.4(9) of the BIA.

39. I understand that the Proposal Trustee and DIP Lenders support the Company's request for the proposed extension.

40. The Company therefore requests an extension of the time to file a proposal and corresponding stay of proceedings under the BIA after the expiration of the initial automatic stay, until and including June 4, 2024, to coincide with the current Maturity Date contemplated by the DIP Loans and outside date of the Sale Agreement and Factoring Agreement.

C. Approval of the Second Report

41. The proposed Ancillary Order seeks approval of the Second Report and the actions, conduct and activities of the Proposal Trustee, as set out therein.

IV. CONCLUSION

42. For the above reasons, I believe that this Court's approval of the Approval and Vesting Order and the Ancillary Order are in the best interests of the Company and its stakeholders generally and are reasonable in the circumstances.

43. I swear this affidavit in support of the motion and for no other or improper purpose.

SWORN REMOTELY by Dillon McDonald stated as being located in the City of San Luis Obispo, in the State of California, before me at the City of Toronto, in the Province of Ontario, on March 28, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



MILAN SINGH-CHEEMA
Commissioner for Taking Affidavits
(or as may be)



DILLON MCDONALD

**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

AFFIDAVIT OF DILLON MCDONALD

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Jesse Mighton (LSO #62291J)

Tel: (416) 777-6255
Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642
Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527
Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

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B
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THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT
OF DILLON MCDONALD, SWORN BEFORE ME THIS 28th
DAY OF MARCH, 2024.

A handwritten signature in blue ink that reads "Milan Singh-Cheema". The signature is written in a cursive style with a horizontal line underneath it.

Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

**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.

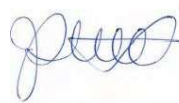
41. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Company, the Proposal Trustee and their respective agents in carrying out the terms 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
12:49:48 -04'00'

**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

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Jesse Mighton (LSO#: 62291J)

Tel: (416) 777-6255

Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642

Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

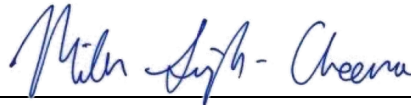
Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for the Go-For Industries Inc.

**T
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B
B**

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT OF
DILLON MCDONALD, SWORN BEFORE ME THIS
28th DAY OF MARCH, 2024.

A handwritten signature in blue ink that reads "Milan Singh-Cheema". The signature is written in a cursive style with a horizontal line underneath it.

Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

Court/ Estate No.: 31-459813

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**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.**

AFFIDAVIT OF DILLON MCDONALD
(Sworn March 22, 2024)

I, Dillon McDonald, of the city of San Luis Obispo, in the State of California, **MAKE OATH AND SAY:**

1. I am the President and Chief Executive Officer of Go-For Industries Inc. (“**Go-For**” or the “**Company**”). I have held this position since July 31, 2023. As such, I have direct knowledge of the Company’s day-to-day operations, business, financial affairs, and books and records. Where I have relied on other sources for information, I have stated the source of my information and I believe such information to be true. In preparing this affidavit, I have consulted with the Company’s legal and financial advisors, and with other members of the Company’s senior management team.
2. All references to monetary amounts in this affidavit are in United States dollars unless noted otherwise. The Company does not waive or intend to waive any applicable privilege by any statement herein.
3. On March 20, 2024, (the “**Filing Date**”) the Company filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”). KSV Restructuring Inc. (“**KSV**”) was appointed as proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”). The proceedings commenced on the Filing Date are hereinafter referred to as the “**NOI Proceedings**”. The NOI was commenced as a means of ensuring necessary breathing room and was a condition of obtaining the urgent financing necessary to continue ongoing operations while the Company continues its efforts to seek a going-concern sale of the business or an investment transaction(s).

4. I swear this affidavit in support of an urgent motion by Go-For for an initial order (the “**Initial Order**”) substantially in the form of the draft order attached as Tab 3 of the Motion Record, among other things:

- (a) authorizing and empowering the Company to obtain and borrow under a credit facility in an amount not to exceed \$750,000 (the “**Trinity DIP Facility**”) from Trinity Capital Inc. (“**Trinity**”), as lender (in such capacity, the “**Trinity DIP Lender**”), pursuant to an agreement dated March 20, 2024 (the “**Trinity DIP Term Sheet**”) in order to finance the Company’s working capital requirements and other general corporate purposes and capital expenditures;
- (b) authorizing and empowering the Company to obtain and borrow under a credit facility in an amount not to exceed \$750,000 (the “**Avren DIP Facility**”, together with the Trinity DIP Facility, the “**DIP Facilities**”) from Avren FinServe, LLC (“**Avren**”), as lender (in such capacity, the “**Avren DIP Lender**”), pursuant to an agreement dated March 20, 2024 (the “**Avren DIP Term Sheet**”, together with the Trinity DIP Term Sheet, the “**DIP Term Sheets**” and each a “**DIP Term Sheet**”) in order to finance the Company’s working capital requirements and other general corporate purposes and capital expenditures;
- (c) granting the following priority charges (collectively, the “**Charges**”):
 - (i) First - the Administration Charge (to the maximum amount of CAD\$300,000);
 - (ii) Second - the Trinity DIP Lender’s Charge (to the maximum amount of \$750,000) and the Avren DIP Lender’s Charge (to the maximum amount of \$750,000) on a *parri passu* and *pro rata* basis;
 - (iii) Third - the Directors’ Charge (to the maximum amount of CAD\$625,000);
and
 - (iv) Fourth - the Expense Reimbursement Charge (to the maximum amount of CAD\$70,000) (each as defined below);

- (d) with the consent of the Proposal Trustee, and in accordance with the cashflows and DIP Facilities, authorizing the Company to pay certain pre-filing arrears to vendors whose products and/or services are essential to the Company's ongoing operations and/or also may be critical to implementing the contemplated sale or other restructuring alternatives in these NOI Proceedings (collectively, the "**Critical Suppliers**");
- (e) approving the First Report of the Proposal Trustee, to be filed, and the actions, conduct and activities of the Proposal Trustee, as set out therein; and
- (f) granting such further and other relief as counsel may advise and this Honourable Court may permit.

I. OVERVIEW AND GO-FOR'S FINANCIAL DIFFICULTIES

5. Go-For is a privately held company that carries on business as a tech-enabled last mile delivery facilitator analogous to Door-Dash or UberEats but for over-sized items. Go-For operates by matching a partner who requires the delivery of freight with a delivery driver who will then fulfil the delivery, through their proprietary technological platform.

6. Go-For's registered head office is in Toronto, Ontario, and it currently operates in over 120 metropolitan areas in the United States and Canada.

7. Go-For has recently faced cash constraints as a result of, among other things, several litigation settlements that were levied against it and outstanding accounts payable, as a result of legal fees and other business expenditures. These cash constraints have put Go-For in an acute liquidity shortfall, rendering it unable to service payments owing under the Trinity Credit Agreement and Forbearance Agreement (each as defined below), and putting it at imminent risk of further default under the Trinity Debt Loan and Security Documents (as defined below).

8. Prior to the filing of the NOI, Go-For had signed two binding letters of intent (the "**LOIs**") to acquire two important businesses, whose customer-bases would enable Go-For to achieve its growth target and enhance the overall offering of the business, alongside a steady pipeline of new customers and current customer growth. One of the LOIs has been transitioned into an executed

asset purchase agreement that is still subject to finalization and the fulfillment of closing conditions, while the other progressed to a draft purchase agreement, and is expected to become an executed asset purchase agreement during the NOI process. Go-For is confident that any eventual transaction including these entities would allow Go-For to scale-up their presence and increase market share in both the Canadian and US markets, all for the benefit of its creditors and other stakeholders.

9. The impetus for the commencement of the NOI Proceedings stems from Go-For's need for access to urgent capital to address its imminent liquidity crisis. These NOI Proceedings will provide Go-For the flexibility and breathing space required to: (a) secure and access urgent financing under the DIP Term Sheets; (b) ensure Go-For continues to operate its business in the ordinary course; (c) continue to advance the LOIs towards completion; (d) preserve the going-concern value of Go-For; and (e) with its financial advisor, continue its efforts to identify and consummate a sale or value- investment transaction(s) for the benefit of Go-For and its stakeholders.

10. The Company has made numerous efforts to both: (a) address the operational and liquidity challenges outlined above; and (b) finance the ongoing operation of its business and necessary capital expenditures. Such critical steps taken by the Company have included, among other things:

- (a) Revenue Growth Efforts: to increase the growth of revenues, the Company:
 - (i) increased orders per customer by expanding services and offering more aggressive pricing and expanded services in an effort to drive increased revenue;
 - (ii) executed one of the LOIs which is now at the stage of a binding Asset Purchase Agreement to partner with a contractor procurement company in 2023 to take over their delivery business and added profitable topline growth, with deliveries under the partnership commencing in December 2023;

- (iii) executed one of the LOIs to partner with an e-commerce home improvement company, acquire their delivery business and add profitable topline growth upon completion of the transaction; and
 - (iv) entered into negotiations with a large national retail customer that could meaningfully change the operating footprint and profitability of the Company upon completion.
- (b) Gross Margin Expansion: the Company moved from an unsustainable gross margin prior to 2022 to a sustainable margin in 2023, with an expectation to maintain a sustainable margin despite inflationary pressure. The combination of increased delivery volume and density allows for lower cost per delivery.
- (c) Decreased Operating Expenses: the Company reduced operating expenses by roughly half through a combination of reducing headcount, eliminating non-essential expenses and reducing presence in unprofitable markets.

II. THE COMPANY'S STRUCTURE

11. Go-For is a privately held corporation and was incorporated on August 10, 2016 under the *Canada Business Corporations Act* (R.S.C., 1985, c. C-44) with its registered office in Toronto, Ontario. A copy of the corporate profile report for the Company as of March 1, 2024 is attached hereto as Exhibit "A".

12. Go-For has a US affiliate which operates under the name GoFor Industries Corp. ("**Go-For USA**") and which is incorporated pursuant to the *General Corporation Law of the State of Delaware*. Go-For USA is 100% owned by Go-For and is not a company subject to these NOI Proceedings.

III. THE COMPANY'S BUSINESS AND OPERATIONS

A. Technology

13. Go-For's business is powered by its technology platform (the "**Platform**"). The Platform enables the efficient pairing of a partner in-need of a delivery (typically a retail store or similar outlet) with a Go-For Driver (as defined below).

14. Scheduling a delivery through the Platform requires the following simple steps: (i) upon the realization of a delivery need, an employee of the partner is able to login, enter the details of the pickup and drop off; (ii) the employee will then select the class and/or size of vehicle required for the delivery; (iii) the employee will select if the delivery is to be an express delivery to be completed within the next 3 hours, a same day delivery, or a scheduled delivery inside a 3 hour window on a specific day; and (iv) following the receipt of this information the employee simply has to click the "place delivery order" button on the Platform, upon which this information is routed through the Platform to match with the requested delivery with an appropriate Go-For Driver. The Go-For Driver then picks up the item(s) from the partner and delivers it to the recipient in accordance with the instructions provided.

15. As discussed below, Go-For Drivers are not employees of Go-For, but are rather independent contractors who utilize the Platform to obtain delivery work.

B. Critical Vendors

16. Given the nature of its business, Go-For utilizes a number of third-party vendors and suppliers, including for the provision of much of the technology that is critical to the operation of the Platform and the success of its operations. Such vendors that are deemed critical to the Company are discussed below, although the list should not be deemed non-exhaustive, and hereinafter referred to as the "**Critical Vendors**", and each a "**Critical Vendor**":

- (a) Zendesk Inc. ("**Zendesk**"): Go-For also receives critical services from Zendesk who provides the Company with around the clock coverage for customer service and technological related inquiries for the Platform. Without the Zendesk services,

the Platform would be unable to function in a reliable around-the-clock manner as it currently does; and

- (b) TechVibrant Pvt Ltd. (“TechVibrant”): TechVibrant developed and manages the Platform on an on-going basis. As a result of their development of the Platform, TechVibrant has a deep knowledge of the Platform’s intricacies as a software. Such knowledge is regularly leveraged by Go-For for the Platform’s ongoing maintenance and continued development. As the Platform constitutes the core of Go-For’s operations, TechVibrant and their development services are crucial to Go-For’s business.

C. Partners

17. Go-For has long-term relationships with various major companies and retailers in Canada, known internally as ‘partners’. Of these, the most critical relationship is that with The Home Depot of Canada Inc. (“**Home Depot**”). Pursuant to a statement of work between Go-For and Home Depot entered into as of October 1, 2022 (the “**Home Depot Agreement**”), Go-For is responsible for providing last-mile delivery services to all but 23 of Home Depot’s locations across Canada. Under the Home Depot Agreement, fees are paid by Home Depot to Go-For on a per-delivery basis, calculated based on the distance travelled by the Go-For Driver from pickup to drop-off.

18. Besides Home Depot, Go-For is responsible for addressing the last-mile delivery needs of several other partners, most of whom are primarily located across Canada including Home Hardware, Canadian Tire, Noble Corporation, FloorBox Canada, Colour X, Autoshack, Atlas Tools, Wolseley Canada, Rexel, Hudson’s Bay and Dulux Paints.

D. Owned and Leased Property

19. Go-For operates primarily on a remote work basis. As such, Go-For’s only leased real property consists of a cross dock/warehouse location located in Vancouver, British Columbia (the “**Vancouver Leased Property**”). The Vancouver Leased Property is leased pursuant to a Lease Agreement dated October 14, 2021 by and between Go-For, as tenant, and Goodwyn Enterprises (2015) Ltd., as landlord (the “**Lease**”). A copy of the Lease is attached hereto as Exhibit “B”.

20. Go-For also rents a 2017 International, 4300 Cube Van from Maxim Transportation Services Inc. pursuant to lease agreement dated December 1, 2023 with an expiry date of November 30, 2024.

21. Go-For also owns three light duty trucks in the US.

E. Employees, Employee Benefits and Go-For Drivers

22. As of March 1, 2024 Go-For employs a total of 62 employees. Details regarding the Go-For's workforce are as follows:

Location	Full Time Employees	Part Time Employees/Contractors	Total Employees
Ontario	28	5	33
Quebec	4	-	4
Manitoba	6	-	6
Alberta	3	-	3
British Columbia	4	-	4
Newfoundland and Labrador	1	-	1
United States	9	2	11
TOTAL	55	7	62

23. Of Go-For's 62 employees, 55 are salaried employees and 5 are contract employees (collectively, the "Employees" and each an "Employee"). Go-For has a benefits plan in Canada which is active but is currently not being funded. Go-For does not have any unionized employees or registered pension plans.

24. In addition to the Employees, Go-For also engages approximately 240 independent contractors each of whom are a delivery driver tasked with fulfilling Go-For's day-to-day deliveries through the Platform (collectively, the "Go-For Drivers" and each a "Go-For Driver"). At any given time during business hours there will typically be 160 Go-For Drivers active on the Platform.

25. In order to participate as a Go-For Driver, contractors must apply on the Platform and be approved by Go-For. As part of this process, Go-For Drivers sign a standard form independent contractor agreement, pursuant to which, among other things, the Go-For Driver agrees to be paid for their services according to amounts calculated by the Platform on a net 7 basis with one week in arrears and agrees that they are a non-exclusive independent contractor. Once approved, a Go-For Driver may begin accepting delivery requests through the Platform.

26. The aggregate payroll, which is administered by Wagepoint Inc., for the Company is as follows:

- (a) the Employees – approximately \$145,000 bi-weekly; and
- (b) the Go-For Drivers – approximately 74% of revenue or \$150,000 weekly in February, which amount fluctuates with revenue.

F. Banking Arrangements

27. In the ordinary course of business, Go-For uses a cash management system (the “**Cash Management System**”) to collect funds and pay expenses associated with its day-to-day operations. This Cash Management System provides Go-For with the ability to efficiently and accurately track and control corporate funds and to ensure cash availability.

28. As part of the Cash Management System, Go-For maintains two bank accounts at the Royal Bank of Canada., one of which is a Canadian Dollar account used for all Canadian dollar payments associated with Go-For and the other holding US Dollars also used for payments associated with the Canadian entity, (collectively, the “**RBC Accounts**”). Go-For also maintains a US dollar bank account with the Silicon Valley Bank that is used to handle all payments and receipts with Go-For USA (the “**SVB Account**”, collectively with the RBC Accounts the “**Bank Accounts**”).

29. In connection with these NOI Proceedings, Go-For is seeking the authority to continue to operate the Cash Management System to maintain the banking arrangements already in place. The continued operation of the Cash Management System offers numerous benefits to Go-For and its stakeholders, including minimizing disruption to the business caused by the NOI Proceedings and avoiding the need and cost to negotiate and implement alternative banking arrangements. The Cash

Management System includes the necessary accounting controls to enable Go-For and the Proposal Trustee to trace funds and ensure that all transactions are adequately documented and readily ascertainable.

IV. FINANCIAL POSITION OF THE COMPANY

30. A copy of Go-For's internally prepared unaudited balance sheet as at December 31, 2023 is attached as Exhibit "C".

A. Assets

31. As at December 31, 2023, Go-For had total assets with a book value of approximately \$1,026,350. Go-For's primary assets, as of December 31, 2023, are comprised of the following:

Asset Type	Value (\$)
Cash and Bank	\$ 98,487
Accounts Receivable	\$1,831,689
Prepayments	\$828,480
Taxes Receivable	(\$1,771,004)
Total Current Assets	\$ 987,653
Fixed Assets	\$38,697
Total Assets	\$ 1,026,350

B. Liabilities

32. As at December 31, 2023, Go-For had total liabilities of approximately \$34,926,000, consisting of the following:

Liability Type	Value (\$)
Line of Credit/ Factoring	\$ 141,335
Accounts Payable	\$ 1,341,822
Accruals	\$ 1,746,663
Total Current Liabilities	\$ 3,229,820
Convertible Notes	\$ 19,882,462
Long-Term Loans	\$ 11,813,718
Total Liabilities	\$34,926,000

33. As appears from the above, the Company's current liabilities combined exceed the net book value of its current assets such that, on a balance sheet test, the Company is insolvent.

V. THE COMPANIES' DEBT STRUCTURE

A. Secured Obligations

34. I am advised by Jesse Mighton of Bennett Jones LLP ("**Bennett Jones**") that searches in the personal property registry for Ontario were conducted on March 1, 2024 (the "**PPSA Search**"). A copy of the PPSA Search is attached hereto as Exhibit "D". The PPSA Search only shows two active registrations: (i) one in favour of Trinity; and (ii) two in favour of His Majesty in Right of Ontario Represented by the Minister of Finance (the "**MOF**").

(i) *Trinity Capital Inc.*

35. On January 21, 2022 Go-For and Go-For USA, as borrowers (together, the "**Borrowers**"), and Trinity, as lender, entered into a Loan and Security Agreement (as amended from time to time, the "**Trinity Agreement**"). A copy of the Trinity Agreement is attached hereto as Exhibit "E".

36. The Trinity Agreement provides for loans in a maximum principal amount of \$20,000,000 ("**Maximum Credit Amount**"). The Trinity Agreement provides for the release of funds in two tranches. The Tranche A Loan is in the amount of \$10,000,000 and was to be funded on the closing as an initial advance. Tranche B Loan is in the form of initial advances available to the Borrowers, each in an amount equal to or greater than \$1,000,000 of up to \$10,000,000 in total.

37. The Trinity Agreement provided for interest at a variable annual interest rate equal to the greater of: (i) the interest rate noted in the Wall Street Journal, Money Rates section as the "Prime Rate" plus 8.75%; or (ii) 12%.

38. The obligations of the Borrowers to Trinity arising under or in connection with the Trinity Agreement are also secured by, among other things:

- (a) a General Security Agreement dated January 21, 2022 (the "**GSA**") and executed by Go-For in favor of Trinity; and

- (b) an Intellectual Property Security Agreement dated January 21, 2022 and executed by Go-For in favor of Trinity (the “**IP Security Agreement**” and together with the GSA, the “**Trinity Security**” and collectively with the Trinity Agreement, the “**Trinity Loan and Security Documents**”).

39. As of January 17, 2024, the Borrowers were indebted to Trinity under the Trinity Agreement in the aggregate amount of \$13,186,979.28, plus accrued and accruing interest, charges, fees and costs (the “**Trinity Indebtedness**”).

40. On September 11, 2023, Trinity delivered to the Borrowers notices of existing default (the “**Default Notices**”) in accordance with the terms of the Trinity Agreement and notices of intention to enforce security under section 244(1) of the BIA (the “**NITES**”) due to the failure of the Borrowers to make a payment as required under section 2.1 of the Trinity Agreement (the “**Event of Default**”).

41. On January 19, 2024, the Borrowers entered into a forbearance agreement with Trinity (the “**Forbearance Agreement**”). A copy of the Forbearance Agreement is attached hereto as Exhibit “F”.

42. Pursuant to the Forbearance Agreement, among other things:

- (a) the Borrowers and Trinity acknowledged that an Event of Default had occurred under the Trinity Agreement and that the Default Notices and NITES were validly delivered and continued to remain in full force and effect throughout the Forbearance Period (as defined below);
- (b) Trinity agreed to forbear from exercising its rights and remedies under the Trinity Security until the earlier of the: (i) close of business on March 31, 2024; (ii) the occurrence of a Default (as defined in the Forbearance Agreement); or (iii) termination of such period by Trinity in accordance with the terms of the Forbearance Agreement (the “**Forbearance Period**”); and
- (c) the Borrowers agreed to, by no later than January 19, 2024, commence a customary marketing and sale process (the “**Pre-NOI SISP**”) to market the business and assets

of the Borrowers and to solicit offers for the purchase of some or all of the Borrowers' business and assets.

43. As a result of their obligations under the Forbearance Agreement, and as discussed in further detail below, Go-For retained Onward to assist in commencing and carrying out the Pre-NOI SISP. Additional details regarding the Pre-NOI SISP are provided in Section VI of this affidavit.

(ii) The MOF

44. As previously noted, the PPSA Search includes two registrations in favour of the MOF. The amounts listed are in the amounts of CAD\$75,967 and CAD\$325,341, relating to outstanding Employer Health Tax amounts owing by the Company to the MOF. The Company has entered into payment plans in respect of these obligations.

B. Unsecured Obligations

(i) Unsecured Convertible Promissory Notes

45. Over the course of 2021 and 2022, Go-For issued a series of unsecured Convertible Promissory Notes (collectively, the "Notes") to a number of different parties. As of December 31, 2023, the aggregate amount outstanding under the Notes, was approximately \$19,882,462 (the "Note Indebtedness").

46. The principal sum advanced to Go-For under each of the Notes was different, however, and each Note bears interest at the rate of 8% simple interest per annum. The Due Date (as defined in the Notes) under all the Notes has passed, however, as of the date of this affidavit, the Note Indebtedness remains outstanding and the Notes have not been converted to equity in accordance with their terms.

(ii) Third Party Suppliers

47. Given the nature of its business, the Company relies on a number of vendors and third part service providers and, as such, are party to a number of agreements and/or purchaser orders for the provision of certain essential services including, among other things, insurance, phone and

internet, professional costs and other services provided in connection with operating a business as a tech-enabled last mile delivery facilitator. As of the date of this affidavit, the Company has significant aged accounts payable in respect of certain third party suppliers.

(iii) Employee and Contractor Liabilities

48. As discussed above, the Company's aggregate payroll and contractor payments is as follows:

- (a) the Employees – approximately \$145,000 bi-weekly; and
- (b) the Go-For Drivers – approximately 74% of revenue or \$150,000 weekly in February, which amount fluctuates with revenue.

49. While the Company is current with respect to its payment of payroll and the remittance of employee source deductions, its ability to meet future payroll obligations, including payroll payable on March 27, 2024 is contingent on the granting of the relief sought in the Initial Order.

50. In addition to the Company's liabilities for wages, there is approximately, as of the end of February 2024, approximately CAD\$69,476 of vacation accrual was owed to Canadian employees.

(iv) Litigation

51. Commencing in 2021, Go-For became a defendant in five litigation actions, including:

- (a) an action commenced in the State Court of Fulton County, Georgia, US as a result of injuries sustained by third parties in a motor vehicle accident involving a Go-For driver in Dallas, Georgia. We have been advised by counsel in the Georgia Litigation that the chance of reaching a settlement in the quantum of less than \$475,000 are low;
- (b) an action commenced in the Ontario Superior Court of Justice in Ottawa, Ontario involving a wrongful/constructive dismissal and a human rights claim brought by a former employee claiming, in aggregate, CAD\$420,000;

- (c) an action commenced in the United State District Court for the Central District of California, US pursuant to which a default judgement was rendered against Go-For in the amount of \$193,877;
- (d) an action commenced in the Ontario Superior Court of Justice in Ottawa, Ontario claiming, among other things, several heads of damages in both USD and CAD for breach of contract, bonus payments, breaches of the *Human Rights Code*, punitive damages in the aggregate amounts of CAD\$350,000 and \$437,500, as well as additional unspecified damages for alleged commissions owed; and
- (e) an action commenced in the Ontario Superior Court of Justice in Ottawa, Ontario claiming damages in the aggregate amount of CAD\$191,000 for wrongful dismissal and unpaid bonus entitlements, as well as unspecified damages for wrongful dismissal, vacation and lieu days accrued during the notice period and lost benefit entitlements.

52. Amounts outstanding pursuant to the aforementioned litigation claims present an additional strain on the Company's liquidity.

VI. THE PRE-NOI SISP AND THE FINANCIAL ADVISOR

53. Prior to these NOI Proceedings, and in accordance with its obligations under the Forbearance Agreement, the Company entered into an Engagement Agreement dated February 5, 2024 (the "**Onward Engagement Agreement**") with Onward Innovation Ltd. ("**Onward**") pursuant to which the Company engaged Onward to act as financial advisor in connection with the Pre-NOI SISP (in such capacity, the "**Financial Advisor**").

54. Prior to the NOI Proceedings, the Financial Advisor undertook certain efforts in furtherance of, and in accordance with, the Pre-NOI SISP, including, among others:

- (a) soliciting expressions of interest from over 470 potentially interested parties;
- (b) entering into non-disclosure agreements ("**NDA**") with four potentially interested parties;

- (c) circulating a confidential information memorandum to all parties that executed NDAs;
- (d) establishing a virtual data room containing information about the company relevant to interested parties;
- (e) arranging for meeting with management including myself;
- (f) facilitating due diligence and other information requests; and
- (g) engaging in discussions regarding letters of intention by interested parties.

55. As a result of the Pre-NOI SISP and the efforts undertaken in connection therewith, the Financial Advisor received numerous promising indications of interest. In an effort to transition those indications of interest into actionable offers, the Company, together with its advisors, extended the deadline to submit a binding bid to 2:00 p.m. (EST) on March 8, 2024 (the “**Bid Deadline**”). Following the Bid Deadline, the Company received one binding viable bid from 1000826405 Ontario Inc. (the “**Proposed Purchaser**”).

56. While the Company has entered into a definitive agreement (the “**Transaction Agreement**”) with the Proposed Purchaser, the Company, the Proposed Purchaser and their advisors, with the oversight of the Proposal Trustee, continue to work expeditiously to finalize and complete, among other things, certain schedules. Once finalized, the Company intends to return to Court as soon as is possible to seek approval of the transaction contemplated thereunder (the “**Proposed Transaction**”). A copy of the current form of Transaction Agreement without schedules and with moderate redactions to account for sensitive information, is attached hereto as Exhibit “G”.

57. The Transaction Agreement includes a provision which provides that the Proposed Purchaser is to be reimbursed for its reasonably documented, out-of-pocket expenses incurred in the negotiation, diligence and preparation of the Transaction Agreement in an amount not to exceed CAD\$70,000 (the “**Expense Reimbursement**”). The Expense Reimbursement is only payable by the Company in the event that the Transaction Agreement is finalized and: (i) the Proposed Transaction is not approved by the Court; and (ii) the Company’s assets are purchased

or assumed or otherwise transferred to a third party. It is proposed that the Proposed Purchaser be entitled to a charge to secure the Expense Reimbursement (the “**Expense Reimbursement Charge**”) which charge is proposed to rank subordinate to the Directors’ Charge.

58. Additional details regarding the Pre-NOI SISP will be provided at the time approval of the Proposed Transaction is sought.

VII. THE PROPOSED DIP FACILITIES¹

59. On March 20, 2024, the Company entered into the DIP Term Sheets with Trinity and Avren, subject to and in accordance with their respective terms, which are by all measurable standards identical. Attached hereto and marked as Exhibit “H” and Exhibit “I” are copies of the DIP Term Sheets.

60. The DIP Term Sheets each provide for senior secured debtor-in-possession, interim, non-revolving multiple draw credit facilities up to maximum principal amounts of \$750,000 each and bear interest at a rate equal to 17.3% per annum, compounded monthly and payable monthly in arrears in cash on the last Business Day of each month.

61. While the terms of each DIP Term Sheet are indistinguishable, the key terms of each of set-out below for complete transparency:

Summary of Certain Key Terms of the Trinity DIP Term Sheet	
<i>Parties</i>	Go-For Industries Inc., as the borrower, GoFor Industries Corp., as the guarantor and Trinity Capital Inc., as the DIP Lender
<i>Maximum Availability</i>	\$750,000
<i>Interest</i>	17.3% per annum, compounded monthly and payable monthly in arrears in cash on the last Business Day of each month
<i>Fees</i>	A fee equal to 2.0% of the Facility Amount (the “ Commitment Fee ”) earned on the date of the granting of the DIP Approval Order. The Commitment Fee is proposed to be secured by the DIP Lender Charge with the entirety of the Commitment Fee to be paid in cash on the Maturity Date.

¹ Terms not otherwise defined in this section shall have the meaning ascribed to them in the DIP Term Sheets.

Summary of Certain Key Terms of the Trinity DIP Term Sheet	
<i>Use of Funds</i>	<p>The proceeds of the DIP Loan are proposed to be used solely for the following purposes:</p> <ul style="list-style-type: none">a) to pay: (i) the DIP Lender Expenses in accordance with the DIP Term Sheet; (ii) the reasonable and documented legal fees and expenses of the Company in accordance with the DIP Budget (subject to the Permitted Variance), and (iii) the reasonable and documented fees and expenses of the Proposal Trustee and its legal counsel, in each case in accordance with the DIP Budget (subject to the Permitted Variance);b) to pay other fees and interest owing to the DIP Lender under the DIP Term Sheet; andc) to fund the Obligors' general corporate and working capital purposes, including, funding the BIA Proceedings and the consummation of the Accepted Sale Process Bid, all in accordance with the DIP Budget (subject to the Permitted Variance). <p>The Company is permitted to use the proceeds of the DIP Facility to pay pre-filing obligations with the prior written consent of the Proposal Trustee and the DIP Lender.</p>
<i>Maturity</i>	May 10, 2024
<i>Priority of DIP Lender Charge</i>	The DIP Lender Charge shall rank subordinate to only the Administration Charge.

Summary of Certain Key Terms of the Avren DIP Term Sheet	
<i>Parties</i>	Go-For Industries Inc., as the borrower, GoFor Industries Corp., as the guarantor and Avren FinServe, LLC as the DIP Lender
<i>Maximum Availability</i>	\$750,000

Summary of Certain Key Terms of the Avren DIP Term Sheet	
<i>Interest</i>	17.3% per annum, compounded monthly and payable monthly in arrears in cash on the last Business Day of each month
<i>Fees</i>	A fee equal to 2.0% of the Facility Amount (the “ Commitment Fee ”) earned on the date of the granting of the Initial Order. The Commitment Fee is proposed to be secured by the DIP Lender Charge with the entirety of the Commitment Fee to be paid in cash on the Maturity Date.
<i>Use of Funds</i>	<p>The proceeds of the DIP Loan are proposed to be used solely for the following purposes:</p> <ul style="list-style-type: none">a) to pay: (i) the DIP Lender Expenses in accordance with the DIP Term Sheet; (ii) the reasonable and documented legal fees and expenses of the Company in accordance with the DIP Budget (subject to the Permitted Variance), and (iii) the reasonable and documented fees and expenses of the Proposal Trustee and its legal counsel, in each case in accordance with the DIP Budget (subject to the Permitted Variance);b) to pay other fees and interest owing to the DIP Lender under the DIP Term Sheet; andc) to fund the Obligors’ general corporate and working capital purposes, including, funding the BIA Proceedings and the consummation of the Accepted Sale Process Bid, all in accordance with the DIP Budget (subject to the Permitted Variance). <p>The Company is permitted to use the proceeds of the DIP Loan to pay pre-filing obligations with the prior written consent of the Proposal Trustee and the DIP Lender.</p>
<i>Maturity</i>	May 10, 2024
<i>Priority of DIP Lender’s Charge</i>	The DIP Lender Charge shall rank subordinate to only the Administration Charge.

62. The DIP Term Sheets also include certain conditions precedent to the Initial Advance and any Subsequent Advance. The Initial Advance Conditions are the same in each of the DIP Term Sheets and include, among others, that these NOI Proceedings shall have been commenced, this

Court will have granted the Initial Order and that the Company shall have entered into a binding agreement for a refinancing, recapitalization or sale of the business or some or all of the Collateral in a form acceptable to each of the DIP Lenders. As discussed in paragraph 54 of this affidavit, the Company is working with its advisors and the Proposal Trustee to finalize a definitive agreement in respect of the Proposed Transaction and hopes to return to Court expeditiously to seek approval of same.

63. The Trinity DIP Term Sheet requires a court-ordered charge in the amount of \$750,000 (the “**Trinity DIP Lender’s Charge**”) in favor of the Trinity DIP Lender. The Avren DIP Term Sheet also requires a court-ordered charge in the amount of \$750,000 (the “**Avren DIP Lender’s Charge**”, together with the Trinity DIP Lender’s Charge, the “**DIP Lenders’ Charges**”) in favor of the Avren DIP Lender. For greater clarity, it is proposed that the Trinity DIP Lender’s Charge and the Avren DIP Lender’s Charge will rank subordinate only to the Administration Charge and on a *pari passu* and *pro rata* basis. The Proposal Trustee has advised me that it is supportive of the approval of the DIP Term Sheets and the DIP Lenders’ Charges. Accordingly, based on the above, I believe that it is appropriate in the circumstances for this Court to approve the DIP Term Sheets and the DIP Lenders’ Charges. I further believe that the approval of the DIP Term Sheets and DIP Lenders’ Charges would increase the chances of the Company achieving a going concern outcome.

VIII. THE CASH-FLOW FORECAST

64. The Company, with the assistance of the Proposal Trustee, has prepared an 8-week cash flow forecast (the “**Cash Flow Forecast**”) for the period of March 22, 2024 to May 19 2024. The Cash Flow Forecast demonstrates that additional financing is urgently required to provide the Company with the required liquidity for continued business operations in the ordinary course, including meeting its upcoming payroll obligations. In light of the foregoing, and as previously discussed, the Company is seeking approval of the DIP Facilities in order to provide urgently needed liquidity support the Company’s restructuring efforts, complete the Proposed Transaction and enhance the prospect of a viable proposal. Should the DIP Facilities be approved, the Company anticipates that it will have sufficient liquidity to fund its projected operating costs during the forecast period. Attached hereto as Exhibit “J” is a copy of the Cash Flow Forecast.

65. Regarding the Cash Flow Forecast:

- (a) the hypothetical assumptions are reasonable and consistent with the purpose of the projections described in the notes to the Cash Flow Forecast, and the probable assumptions are suitably supported and consistent with the plans of the Company and provide a reasonable basis for the projections. All such assumptions are disclosed in the notes to the Cash Flow Forecast;
- (b) since the projections are based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material; and
- (c) the projections have been prepared solely for the purpose described in the notes to the Cash-Flow Statement, using the probable and hypothetical assumptions set out in the notes. Consequently, readers are cautioned that it may not be appropriate for other purposes.

IX. THE PROPOSED INITIAL ORDER

(i) *The Administration Charge*

66. The proposed Initial Order contemplates a charge over the Property in favour of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company (Bennett Jones) to secure payment of their respective fees and disbursements incurred in connection with the NOI Proceedings to a maximum of CAD\$300,000 (the “**Administration Charge**”). The Administration Charge is proposed to have first ranking priority over all other charges and encumbrances on the Property.

67. The Company requires the expertise, knowledge, and continued participation of the proposed beneficiaries of the Administration Charge during the NOI Proceedings. Each of the beneficiaries of the Administration Charge will have distinct roles in the NOI Proceedings and will contribute to the Company’s restructuring efforts.

68. The Proposal Trustee has reviewed the quantum of the Administration Charge and has advised that it believes that the Administration Charge is reasonable and appropriate in the

circumstances, given, among other things, the size and complexity of the NOI Proceedings, the services to be provided by the beneficiaries of the Administration Charge. The quantum of the Administration Charge contemplated in the proposed Initial Order was estimated by the Company, in consultation with the Proposal Trustee, based upon the fees incurred by the beneficiaries of the Administration Charge prior to the motion and the fees expected to be incurred in these NOI Proceedings.

(ii) The DIP Lenders' Charges

69. As previously noted, the DIP Term Sheets each provide for, among other things, that the DIP Facilities are contingent on the granting of the DIP Lenders' Charges in favor of each of the DIP Lenders. The proposed Initial Order contemplates that the DIP Lenders' Charges will rank subordinate to the Administration Charge but in priority to the Directors' Charge on a *pari passu* and *pro rata* basis.

70. Pursuant to the proposed Initial Order, the DIP Lenders' Charges will secure all of the credit advances under the DIP Facilities. The amounts to be funded under the DIP Facilities during the initial Stay of Proceedings is limited to the amount necessary to ensure the continued operations of the Company's businesses.

(iii) The Directors' Charge

71. The Initial Order seeks a Directors' Charge over the Property to indemnify the Company's directors and officers (the "**Directors and Officers**") in respect of liabilities they may incur as Directors and Officers during the NOI Proceedings, up to a maximum principal amount of CAD\$625,000 (the "**Directors' Charge**").

72. I am advised by Jesse Mighton of Bennett Jones, counsel to the Company, and verily believe that, in certain circumstances, directors can be held liable for certain obligations of a company, including those owing to employees and government entities, which may include unpaid accrued wages, unpaid accrued vacation pay, unremitted source deductions, health taxes, workers' compensation and other payroll related obligations.

73. The Company maintains director's and officer's liability insurance (the "**D&O Insurance**"). The D&O Insurance covers the Company's directors and their present and former officer who are or were employed by the Company. However, I understand that the D&O Insurance has various exceptions, exclusions and carve-outs. The D&O Insurance may not provide sufficient coverage against the potential liability that the Directors and Officers could incur in connection with the NOI Proceedings.

74. Given the risks, I understand that the Directors and Officers have indicated their continued involvement, including in the NOI Proceedings, is conditional upon the granting the Directors' Charge which would serve as security for the indemnification obligations and potential liabilities the Directors and Officers may face during these NOI Proceedings should coverage under the D&O Insurance be insufficient. The Directors' Charge is proposed to rank subordinate to the DIP Lenders' Charges and the Administration Charge.

75. I understand that the Proposal Trustee is supportive of the Directors' Charge and its quantum. The amount of the Directors' Charge has been calculated by the Company, in consultation with the Proposal Trustee, based on the estimated potential exposure of the Directors and Officers and has been reviewed by me.

(iv) Ranking of the Charges

76. The proposed ranking of the Charges pursuant to the Initial Order is as follows:

- (a) Administration Charge over the Property in favour of the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Company in the amount of CAD\$300,000;
- (b) the Trinity Lender's Charge (to the maximum amount of \$750,000) and the Avren Dip Lender's Charge (to the maximum amount of \$750,000) on a *pari passu* and *pro rata* basis;
- (c) Directors' Charge over the Property in favour of the Directors and Officers in the amount of CAD\$625,000; and
- (d) Fourth - the Expense Reimbursement Charge (to the maximum amount of \$70,000).

77. Pursuant to the proposed Initial Order and the proposed ranking described above, the Charges on the Property would rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any person, notwithstanding the order of perfection or attachment..

(v) Critical Suppliers Payments

78. The Company may seek to pay certain pre-filing arrears to certain Critical Suppliers.

79. The proposed Initial Order provides that the Proposal Trustee will oversee any payments of pre-filing amounts made to the Critical Suppliers. Payments will only be made with the express consent of the Proposal Trustee, the Trinity DIP Lender and the Avren DIP Lender, and only to Critical Suppliers that the Proposal Trustee agrees are essential to the Company’s business operations and such payments are provided for in the Cash Flow Forecast.

80. I understand that the Proposal Trustee and the DIP Lenders support the Company’s request for approval to make the above payments to Critical Suppliers and for post-filing goods and services in the ordinary course.

X. CONCLUSION

81. For the above reasons, I believe that this Court’s approval of the Initial Order is in the best interests of the Company and its stakeholders generally.

82. I swear this affidavit in support of the motion and for no other or improper purpose.

SWORN REMOTELY by Dillon McDonald
stated as being located in the City of San Luis
Obispo, in the State of California, before me at
the City of Toronto, in the Province of
Ontario, on March 22, 2024 in accordance
with O. Reg. 431/20, Administering Oath or
Declaration Remotely.



MILAN SINGH-CHEEMA

Commissioner for Taking Affidavits
(or as may be)



DILLON MCDONALD

**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

AFFIDAVIT OF DILLON MCDONALD

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 573071)

Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Jesse Mighton (LSO #62291J)

Tel: (416) 777-6255
Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642
Email: nelmsa@bennettjones.com

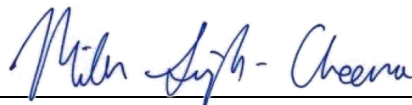
Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527
Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

**T
A
B
C**

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT OF
DILLON MCDONALD, SWORN BEFORE ME THIS
28th DAY OF MARCH, 2024.

A handwritten signature in blue ink that reads "Milan Singh-Cheema". The signature is written in a cursive style with a horizontal line underneath it.

Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

From: [Noah Goldstein](#)
To: [Kashif Sweet](#); [Alexander Nevinskiy](#)
Cc: [Dillon McDonald](#); [Jesse Mighton](#); [Mitch Vininsky](#); [Aaron Voll](#)
Subject: Gofor
Date: Friday, March 1, 2024 7:21:33 PM

This is a reminder email that all offers are due on Tuesday, March 5, 2024 at 5pm Est. Offers should be submitted directly to Aaron Voll (Aaronv@onwardinnovate.com).

Offers must be in the form of a definitive binding transaction documents, include committed DIP financing to complete the transaction, and should not be subject to any material conditions other than court approval. In addition, as a reminder, the only party, other than Onward, KSV and Bennett Jones, that will be able to review offers is Dillon.

Noah Goldstein
416.844.4842

**T
A
B
D**

THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF DILLON MCDONALD, SWORN BEFORE
ME THIS 28th DAY OF MARCH, 2024.

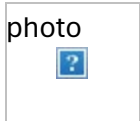
A handwritten signature in blue ink that reads "Milan Singh-Cheema". The signature is written in a cursive style with a horizontal line underneath it.

Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

From: [Kashif Sweet](#)
To: [Noah Goldstein](#); [Jesse Mighton](#)
Cc: [Aiden Nelms](#); [Dillon McDonald](#); todd.schwartz@hoganlovells.com
Subject: RE: Gofor
Date: Friday, March 8, 2024 12:51:06 PM

3Q Investment Partners LLC will not be submitting a definitive binding bid in this process.

Best,
Kashif



Kashif Sweet

Managing Partner, 3Q Investment Partners

- [\(646\) 552-4310](tel:(646)552-4310)
- ksweet@3qpartners.com
- www.3qpartners.com / calendly.com/kashifsweet
- 515 Madison Ave, 8th floor, New York, NY 10175

From: Noah Goldstein <ngoldstein@ksvadvisory.com>
Sent: Friday, March 8, 2024 11:17 AM
To: Kashif Sweet <ksweet@3qpartners.com>; Jesse Mighton <MightonJ@bennettjones.com>
Cc: Aiden Nelms <NelmsA@bennettjones.com>
Subject: RE: Gofor

This is a reminder, further to our call yesterday, that binding definitive bids are due at 2pm EST.
Let us know if you have any questions.

Noah

Noah Goldstein
(m) 416.844.4842

From: Kashif Sweet <ksweet@3qpartners.com>
Sent: Wednesday, March 6, 2024 3:46 PM
To: Jesse Mighton <MightonJ@bennettjones.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>
Cc: Aiden Nelms <NelmsA@bennettjones.com>
Subject: Re: Gofor

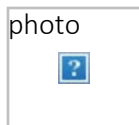
Thank you Jessie,

As we discussed, it was our understanding that the bids due yesterday were non

binding.

Can you please provide the rationale why it does not "appear" to be executable by the 8th?

Thanks ,
Kashif



Kashif Sweet

Managing Partner, 3Q Investment Partners

- ☐ (646) 552-4310
- ☐ ksweet@3qpartners.com
- ☐ www.3qpartners.com / calendly.com/kashifsweet
- ☐ [515 Madison Ave, 8th floor, New York, NY 10175](#)

From: Jesse Mighton <MightonJ@bennettjones.com>

Sent: Wednesday, March 6, 2024 3:39 PM

To: Noah Goldstein <ngoldstein@ksvadvisory.com>; Kashif Sweet <ksweet@3qpartners.com>

Cc: Aiden Nelms <NelmsA@bennettjones.com>

Subject: Re: Gofor

Kashif - this message is to advise that the offer submitted by 3Q yesterday in the form of non-binding expression of interest does not comply with the requirements set out by KSV below and does not appear to be executable within the March 8 time frame imposed by Trinity's conditional DIP Term Sheet.

Jesse Mighton

*Partner**, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6255 | F. 416 863 1716 | M. 416 302 9228

BennettJones.com

From: Noah Goldstein <ngoldstein@ksvadvisory.com>

Sent: Friday, March 1, 2024 7:21 PM

To: Kashif Sweet <ksweet@3qpartners.com>; Alexander Nevinskiy <nevinskiy@i2bf.com>

Cc: Dillon McDonald <dmcDonald@deliverbetter.com>; Jesse Mighton <MightonJ@bennettjones.com>; Mitch Vininsky <mvininsky@ksvadvisory.com>; Aaron Voll <Aaronv@onwardinnovate.com>

Subject: Gofor

-

This is a reminder email that all offers are due on Tuesday, March 5, 2024 at 5pm Est. Offers should be submitted directly to Aaron Voll (Aaronv@onwardinnovate.com).

Offers must be in the form of a definitive binding transaction documents, include committed DIP financing to complete the transaction, and should not be subject to any material conditions other than court approval. In addition, as a reminder, the only party, other than Onward, KSV and Bennett Jones, that will be able to review offers is Dillon.

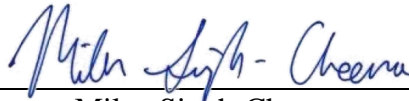
Noah Goldstein

416.844.4842

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T A B E

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF DILLON MCDONALD, SWORN BEFORE
ME THIS 28th DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

ASSET PURCHASE AGREEMENT

DATED AS OF MARCH 20, 2024

AMONG

GO-FOR INDUSTRIES INC.

as Seller

-AND-

1000826405 ONTARIO INC.

as Purchaser

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of March 20, 2024

BETWEEN:

GO-FOR INDUSTRIES INC., a corporation incorporated under the *Canada Business Corporations Act* with corporation number 1432871-0 (the “**Proposal Company**”)

-and-

1000826405 ONTARIO INC. a corporation incorporated under the laws of Ontario (“**Purchaser**”)

RECITALS:

- A. The Proposal Company is a private delivery service company based in Toronto, Ontario that provides small to big and bulky last-mile delivery services in the retail, construction and supply chain industries across Canada and certain U.S. states (collectively, the “**Business**”).
- B. The Proposal Company, directly or indirectly, owns all of the issued and outstanding shares in the capital of GoFor Industries Corp. (“**GoForUS**”).
- C. The Proposal Company intends to commence proceedings (the “**Proposal Proceedings**”) under Part III, Division I of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the “**BIA**”) in the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).
- D. Subject to obtaining the Trinity DIP Approval Order, Trinity Capital Inc. (“**Trinity**”) as debtor-in-possession lender (in such capacity, the “**Trinity DIP Lender**”), the Proposal Company as borrower, and GoForUS as guarantor, entered into a debtor-in-possession financing term sheet dated March 20, 2024 (as may be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “**Trinity DIP Term Sheet**”) whereby the Trinity DIP Lender agreed, among other things, to make available to the Proposal Company a senior secured debtor-in-possession, interim, non-revolving credit facility up to the maximum principal amount of USD \$750,000 (the “**Trinity DIP Facility**”) subject to the terms and conditions contained therein, which Trinity DIP Facility will be secured by, among other things, a Court-ordered charge on the assets and property of the Proposal Company (the “**Trinity DIP Charge**”) which will rank subordinate to the Administration Charge and, upon the Court granting the Factoring Approval Order, the Factor Charge in respect of the Factor Collateral, and which shall rank *pari passu* and *pro rata* with the Avren DIP Charge in accordance with the terms of the Trinity DIP Term Sheet and the Avren DIP Term Sheet;
- E. Subject to obtaining the Avren DIP Approval Order, an Affiliate of Purchaser, Avren FinServe, LLC (“**Avren**”), as debtor-in-possession lender (in such capacity, the

“**Avren DIP Lender**”), the Proposal Company as borrower, and GoForUS as guarantor, entered into a debtor-in-possession financing term sheet dated March 20, 2024 (as may be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “**Avren DIP Term Sheet**”) whereby the Avren DIP Lender agreed, among other things, to make available to the Proposal Company a senior secured debtor-in-possession, interim, non-revolving, multiple draw credit facility up to the maximum principal amount of USD \$750,000 (the “**Avren DIP Facility**”) subject to the terms and conditions contained therein, which Avren DIP Facility will be secured by, among other things, the Avren Security Agreement, and the Avren DIP Charge which will rank subordinate to the Administration Charge and, upon the Court granting the Factoring Approval Order, the Factor Charge in respect of the Factor Collateral, and which shall rank *pari passu* and *pro rata* with the Trinity DIP Charge in accordance with the terms of the Trinity DIP Term Sheet and the Avren DIP Term Sheet.

- F. Subject to obtaining the Factoring Approval Order, the Proposal Company, as vendor (in such capacity, the “**Factoring Vendor**”) and Avren as purchaser (in such capacity, the “**Factor**”) intend on entering into a factoring agreement (as may be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “**Factoring Agreement**”) whereby the Factoring Vendor will agree to sell, and Avren will agree to purchase, certain accounts receivable and/or recurring revenues of the Factoring Vendor up to a maximum aggregate amount, at any time, of USD\$1,000,000 for the purpose of providing the Proposal Company with operating capital and for other purposes, and the Factoring Agreement shall be approved by the Factoring Approval Order and secured by a first-ranking Factor Charge in respect of the Factor Collateral.
- G. Subject to obtaining the Approval and Vesting Order, the Proposal Company has agreed to sell, transfer and assign to Purchaser and Purchaser has agreed to purchase certain of Proposal Company’s assets used in connection with, and assume certain liabilities and obligations of, the Business (collectively, the “**Transactions**”), pursuant to the terms and subject to the conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement:

- (a) “**Accounting Standards**” means the accounting principles set out in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis.

- (b) “**Administration Charge**” means an administration charge in an aggregate amount not to exceed \$300,000 pursuant to the Trinity DIP Approval Order, which shall rank in priority to the D&O Charge, the Trinity DIP Charge, and the Avren DIP Charge, but not, upon the Court issuing the Factoring Approval Order, the Factor Charge in respect of the Factor Collateral only.
- (c) “**Administrative Expense Amount**” means cash in an amount of the Administrative Expense Costs and BIA Charge Amount, in each case as reflected in the Avren DIP Budget as of the Closing Time, and shall be paid by the Proposal Company to the Proposal Trustee on the Closing Date out of the cash and cash equivalents of the Proposal Company as at the Closing Date for the Proposal Trustee to hold and use to pay the Administrative Expense Costs and the BIA Charge Amount, subject to the terms hereof.
- (d) “**Administrative Expense Costs Estimate**” means an estimate of the Administrative Expense Amount to be agreed upon by the Proposal Company and the Avren DIP Lender, in consultation with the Proposal Trustee, as set out in Schedule 1.01(d).
- (e) “**Administrative Expense Costs**” means the reasonable and documented fees and costs of the Proposal Trustee and its professional advisors, and professional advisors of the Proposal Company, as reflected in the Avren DIP Budget as of the Closing Time and in each case, for services performed prior to and after the Closing Date relating directly or indirectly to the Proposal Proceedings and this Agreement, and including costs required to transfer the Purchased Assets.
- (f) “**Affiliate**” means, with respect to any specified Person, any other Person that, directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. For the purposes of this definition, “control”, as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.
- (g) “**Agreement**” means this asset purchase agreement and all of its Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this asset purchase agreement and all of its Schedules, and unless otherwise indicated, references to Articles, Sections, and Schedules are to Articles, Sections, and Schedules in this asset purchase agreement.
- (h) “**Applicable Law**” means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Transaction Regulatory Approval, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in

whole or in part to the Transactions contemplated by this Agreement, the Proposal Company or its Subsidiaries, Purchaser, the Business, or any of the Purchased Assets or the Assumed Liabilities.

- (i) “**Approval and Vesting Order**” means an order granted by the Court substantially in the form attached hereto as Schedule 1.01(i) or such form as otherwise agreed in writing by the Purchaser and Proposal Company, acting reasonably, and issued by Court on a motion served in a manner satisfactory to the Proposal Company and the Purchaser on those Persons identified by Proposal Company and the Purchaser.
- (j) “**Assumed Avren DIP Obligations**” has the meaning given to such term in Section 2.03(c).
- (k) “**Assumed Avren Factoring Obligations**” has the meaning given to such term in Section 2.03(d).
- (l) “**Assumed Liabilities**” has the meaning given to such term in Section 2.03.
- (m) “**Assumed Trinity DIP Obligations**” has the meaning given to such term in Section 2.03(b).
- (n) “**Assumed Trinity Loan Obligations**” has the meaning given to such term in Section 2.03(a).
- (o) “**Authorization**” means any order, permit, approval, consent, waiver, licence, certificate, qualification, registration or similar authorization issued by any Governmental Authority pursuant to Applicable Laws.
- (p) “**Avren**” has the meaning given to such term in Recital “E”.
- (q) “**Avren DIP Approval Order**” means an order of the Court to be granted in the Proposal Proceedings, among other things, approving the Avren DIP Term Sheet, Avren DIP Facility, and Avren DIP Charge, as amended, restated, supplemented and/or modified from time to time.
- (r) “**Avren DIP Budget**” means the weekly financial projections prepared by the Proposal Company and approved by the Proposal Trustee, in form and substance acceptable to the Avren DIP Lender, for the 13-week period following the commencement of the Proposal Proceedings containing, among other things, anticipated cash flow, cash receipts and disbursements, and sales, the initial form of which is attached as Schedule B to the Avren DIP Term Sheet.
- (s) “**Avren DIP Charge**” means a charge granted pursuant to the Avren DIP Approval Order in favour of the Avren DIP Lender securing the payment and performance of the Proposal Company’s obligations under the Avren DIP Term Sheet which will rank subordinate to the Administration Charge and, upon the Court granting the Factoring Approval Order, the Factor Charge in respect of the Factor Collateral, and which shall rank *pari passu* and *pro rata* with the Trinity DIP Charge in

accordance with the terms of the Trinity DIP Term Sheet and the Avren DIP Term Sheet.

- (t) “**Avren DIP Facility**” has the meaning given to such term in Recital “E”.
- (u) “**Avren DIP Lender**” has the meaning given to such term in Recital “E”.
- (v) “**Avren DIP Term Sheet**” has the meaning given to such term in Recital “E”.
- (w) “**Avren Security Agreement**” means a general security agreement dated as of March 20, 2024 made by the Proposal Company in favour of the Avren DIP Lender to secure the payment and performance by the Proposal Company of its obligations to the Avren DIP Lender and the Factor.
- (x) “**BIA**” has the meaning given to such term in Recital “C”.
- (y) “**BIA Assignment Order**” means an order of the Court authorizing and approving the assignment to the Purchaser of the Assumed Contracts, Assumed Real Property Leases, Purchased IP and Assumed Authorizations for which Third Party Consents to assign were required but were not obtained.
- (z) “**BIA Charge Amount**” means cash in an amount sufficient to satisfy the amounts owing in respect of obligations secured by the BIA Charges (without duplication to amounts satisfied as Administrative Expense Costs, Employee Priority Claims or Priority Payments), in each case as reflected in the Avren DIP Budget as of the Closing Time.
- (aa) “**BIA Charges**” means the Administration Charge and the D&O Charge.
- (bb) “**Business Day**” means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto, Ontario are open for commercial banking business during normal banking hours.
- (cc) “**Business**” has the meaning given to such term in Recital “A”.
- (dd) “**Cash Consideration**” has the meaning given to such term in Section 3.01(a)(ii).
- (ee) “**Claims**” means any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated) and including all costs, fees and expenses relating thereto.
- (ff) “**Closing**” means the completion of the purchase and sale of the Purchased Assets and the Transactions in accordance with the provisions of this Agreement.

- (gg) “**Closing Date**” means a date no later than five (5) Business Days after the conditions set forth in Article IX have been satisfied or waived; provided that, if there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date, unless otherwise agreed to by the Parties in writing.
- (hh) “**Closing Documents**” means all contracts, agreements, certificates, and instruments required by this Agreement to be delivered at or before the Closing Time.
- (ii) “**Closing Time**” means 10:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.
- (jj) “**Competition Act**” means the *Competition Act* (Canada).
- (kk) “**Court**” has the meaning given to such term in Recital “C”.
- (ll) “**D&O Charge**” means a directors and officers liability charge in an amount not to exceed \$625,000 pursuant to the Trinity DIP Approval Order, which shall rank subordinate to the Administration Charge, the Trinity DIP Charge and the Avren DIP Charge, and, upon the Court issuing the Factoring Approval Order, the Factor Charge in respect of the Factor Collateral only.
- (mm) “**Employee Plans**” means the group health and welfare benefit plans administered, sponsored, maintained, contributed to or required to be contributed to by the Proposal Company for the benefit of any Employees of the Business or their respective beneficiaries, copies of which have been provided to the Purchaser as of the date hereof.
- (nn) “**Employee Priority Claims**” means any Claim for (i) accrued and unpaid wages and vacation pay owing to an Employee whose employment was terminated between the Filing Date and the Closing Date, including the Terminated Employees; and (ii) unpaid amounts provided for in Section 60 (1.3(a)) of the BIA.
- (oo) “**Employees**” means any and all employees or independent contractors (whether dependent or independent) of the Proposal Company who are actively at work (including full-time, part-time or temporary employees), as well as those who are on lay-off or other leaves of absence (including pregnancy leave, parental leave, disability leave, sickness leave, workers’ compensation and other statutory or approved leaves).
- (pp) “**Encumbrance**” means any security interest (whether contractual, statutory or otherwise), lien, prior Claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), deemed trust for Taxes, option or adverse Claim or encumbrance of any nature or kind.

- (qq) “**Equity Interests**” means any capital share, capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or nonvoting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) of a Person.
- (rr) “**ETA**” means the *Excise Tax Act* (Canada), as amended from time to time.
- (ss) “**Excluded Assets**” has the meaning given to such term in Section 2.02.
- (tt) “**Excluded Liabilities**” has the meaning given to such term in Section 2.04.
- (uu) “**Expense Reimbursement**” has the meaning given to such term in Section 7.06(f).
- (vv) “**Factor**” has the meaning given to such term in Recital “F”.
- (ww) “**Factor Charge**” means a first-priority court-ordered charge in favour of the Factor on the Factor Collateral to secure the payment and performance of the Factoring Vendor obligations under the Factoring Agreement.
- (xx) “**Factor Collateral**” means the Proposal Company’s Home Depot accounts receivables purchased by the Factor in accordance with the Factoring Agreement.
- (yy) “**Factoring Agreement**” has the meaning given to such term in Recital “F”.
- (zz) “**Factoring Approval Order**” means an order of the Court to be granted in the Proposal Proceedings, among other things, approving the Factoring Agreement and granting the Factor Charge, as amended, restated, supplemented and/or modified from time to time.
- (aaa) “**Factoring Vendor**” has the meaning given to such term in Recital “F”.
- (bbb) “**Filing Date**” means the date of commencement of the Proposal Proceedings.
- (ccc) “**Governmental Authority**” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (i) having or purporting to have jurisdiction on behalf of any nation, province, municipality, territory or state or any other geographic or political subdivision of any of them, or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power of any nature.
- (ddd) “**GST/HST**” means all tax imposed by Part IX of the ETA.
- (eee) “**ICA Clearance**” means (a) the ICA Notice has been made by the Purchaser; and (b) Purchaser has not received a notice pursuant to subsection 25.2(1) or subsection 25.3(2) of the Investment Canada Act within the prescribed period and the prescribed period for such notice shall have expired.

- (fff) “**ICA Notice**” has the meaning given to such term in Section 7.05(a).
- (ggg) “**Intellectual Property**” means (a) all intellectual and/or industrial property in any jurisdiction, including patents, copyrights, trademarks, industrial designs, trade names, brand names, business names and service marks (including registrations of and applications for all of the foregoing in any jurisdiction and renewals, divisions, extensions and reissues, where applicable, relating thereto), (b) all proprietary information, including trade secrets, know how, instruction manuals, research data, drawings and designs, formulae, processes, technology, and (c) all other intellectual property in any jurisdiction and in whatever form or format.
- (hhh) “**Interim Period**” means the period from the date that this Agreement is entered into by the Parties to the Closing Time.
- (iii) “**Investment Canada Act**” means the *Investment Canada Act* (Canada).
- (jjj) “**Loan Agreements**” means the loan and security agreement dated as of January 21, 2022 between the Proposal Company and GoForUS., as borrowers, and Trinity Capital Inc., as lender, including any other document or agreement delivered in connection therewith and all amendments, modifications, schedules, and addenda thereto to the date hereof.
- (kkk) “**Material Adverse Effect**” means any change, effect, event, occurrence, state of facts or development that has had a material adverse effect on: (i) the business, assets, liabilities, financial conditions or results of operations of the Proposal Company or its Subsidiaries; or (ii) prevents the ability of the Proposal Company or its Subsidiaries to perform its obligations under, or to consummate the Transactions contemplated by, this Agreement, but excluding any such change, effect, event, occurrence, state of facts or development attributable to or arising from: (A) general economic or business conditions; (B) the financial, banking or securities markets in general; (C) acts of God or other calamities, pandemics (excluding COVID-19 and any Governmental Authorities response thereto); (D) conditions generally affecting the industry in which the Proposal Company or its Subsidiaries participate; (E) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement or the Transactions contemplated by this Agreement, or the identity of the Parties; (F) changes in Applicable Laws or the interpretation thereof; (G) any change in Accounting Standards or other accounting requirements or principles; provided that the exceptions set forth in clauses (A) through (G) shall not apply to the extent that such event is disproportionately adverse to the Proposal Company or its Subsidiaries as compared to other companies in the industries in which the Proposal Company or its Subsidiaries operate.
- (lll) “**Order**” means any order of the Court made in the Proposal Proceedings or other proceedings, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

- (mmm) **“Organizational Documents”** of any entity means, as applicable, the articles, by laws, partnership agreement, limited partnership agreement, limited liability company agreement, shareholders’ agreement and/or other governing or constitutional document(s) of such entity.
- (nnn) **“Outside Date”** means May 16, 2024.
- (ooo) **“Parties”** means the Proposal Company and the Purchaser collectively, and **“Party”** means either the Proposal Company or the Purchaser, as the context requires.
- (ppp) **“Permitted Encumbrances”** means the Encumbrances listed in Schedule 1.01(ppp).
- (qqq) **“Person”** includes an individual, partnership, firm, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, entity, corporation, unincorporated association, or organization, syndicate, committee, court appointed representative, Governmental Authority, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality, or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including the trustees, executors, administrators, or other legal representatives of an individual.
- (rrr) **“Personal Information”** means any information in the possession or control of the Proposal Company about an identifiable individual, other than the business address or business telephone number of an Employee.
- (sss) **“Post-Filing Claims”** means, save and except for a Restructuring Period Claim and a Restructuring Period D&O Claim, any or all indebtedness, liability, or obligation of the Proposal Company of any kind that arises during and in respect of the period beginning on the Filing Date and ending on the day immediately preceding the Closing Date in respect of services rendered or supplies provided to the Proposal Company during such period.
- (ttt) **“Post-Filing Tax Obligations”** means all Taxes owed or owing or accrued by the Proposal Company in respect of any period or part of period commencing on the Filing Date and ending on the Closing Date, if any.
- (uuu) **“Pre-Filing Tax Obligations”** means all Taxes owed or owing or accrued by the Proposal Company prior to the Filing Date.
- (vvv) **“Priority Payments”** means those priority payments prescribed under subsections 60(1.3) and 60(1.5) of the BIA and the amounts owing under the Employee Priority Claims.
- (www) **“Proposal Proceedings”** has the meaning given to such term in Recital C.

- (xxx) “**Proposal Trustee**” means KSV Restructuring Inc., or such other licenced insolvency trustee acceptable to the Avren DIP Lender (to be determined by the Avren DIP Lender in its sole discretion), in either case, in its capacity as the trustee in the Proposal Proceedings, and not in its personal or corporate capacity.
- (yyy) “**Proposal Trustee’s Certificate**” means the certificate delivered to the Purchaser and the Proposal Company and filed with the Court by the Proposal Trustee in accordance with the Approval and Vesting Order certifying that the Proposal Trustee has received written confirmation in form and substance satisfactory to the Proposal Trustee from the Proposal Company and the Purchaser that all conditions to Closing have been satisfied or waived by the applicable Parties and the Transactions contemplated by this Agreement have been completed.
- (zzz) “**Purchase Price**” has the meaning given to such term in Section 3.01.
- (aaaa) “**Purchased Assets**” has the meaning set out in Section 2.01.
- (bbbb) “**Purchased IP**” has the meaning set out in Section 2.01(j).
- (cccc) “**Purchased Locations**” has the meaning set out in Section 2.01(e).
- (dddd) “**Purchaser**” has the meaning given to such term in the preamble.
- (eeee) “**Released Claims**” means all claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.
- (ffff) “**Replacement Plans**” has the meaning set out in Section 7.09(e).
- (gggg) “**Restructuring Period Claim**” means any Claim owed by the Proposal Company arising out of the restructuring, disclaimer, resiliation, termination or breach by the Proposal Company on or after the Filing Date of any contract, lease or other agreement, whether written or oral.
- (hhhh) “**Restructuring Period D&O Claim**” means any Claim against one or more of the directors or officers of the Proposal Company arising after the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of

such directors or officers with respect to any matter, action, cause or chose in action, whether existing at present or arising or commenced in the future, for which any such director or officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a director or officer.

- (iii) **“Sanctioned Person”** shall mean any Person that is the target of Sanctions, including (a) any Person identified in any Sanctions-related list of designated Persons maintained by the United States (including the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) or the United States Department of State), the United Nations Security Council, Canada (including through Global Affairs Canada), the European Union, any European Union member state or the United Kingdom (including His Majesty’s Treasury) or any other Governmental Authority applicable to the parties, (b) any Person located, domiciled, organized or resident in a Sanctioned Territory or (c) any Person directly or indirectly owned or controlled (as such term is used in the applicable Sanctions and any formal guidance associated with the same) by, or acting for or on behalf of, or at the direction of, any such Person or Persons described in the foregoing clauses (a), (b) or (c).
- (jjj) **“Sanctioned Territory”** shall mean, at any time, a country or territory which is itself the subject or target of any country-wide or territory-wide Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, the Crimea and so-called Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine and the non-government controlled areas of Ukraine in the oblasts of the Kherson and Zaporizhzhia regions).
- (kkk) **“Sanctions”** shall mean trade, economic or financial sanctions, requirements, regulations, restrictive measures or embargoes imposed, administered, enacted or enforced from time to time by the United States (including through OFAC or the United States Department of State), the United Nations Security Council, Canada, (including through Global Affairs Canada), the European Union, any European Union member state or the United Kingdom (including His Majesty’s Treasury).
- (lll) **“Subsidiaries”** has the meaning given to it in Section 4.09.
- (mmm) **“Tax Act”** means the *Income Tax Act* (Canada).
- (nnn) **“Tax”** and **“Taxes”** means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, GST/HST, use, value-added, excise, stamp, withholding, business, franchising, escheat, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and

export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Ontario and other government pension plan premiums or contributions.

- (oooo) “**Terminated Employees**” means those individuals employed by the Proposal Company whose employment has or shall be terminated by the Proposal Company, including those deemed to be terminated pursuant to Section 7.09(d).
- (pppp) “**Third Party Consents**” means the consents, approvals and/or authorizations as may be required for the assignment by the Proposal Company of the Assumed Real Property Leases, the Assumed Contracts, the Purchased IP and the Assumed Authorizations to the Purchaser from any third-party, including any Governmental Authority.
- (qqqq) “**Transaction Regulatory Approvals**” means any material licenses, permits or approvals required from any Governmental Authority or under any Applicable Laws relating to the business and operations of the Proposal Company or its Subsidiaries that would be required to be obtained in order to permit the Proposal Company and Purchaser to complete the Transactions contemplated by this Agreement, including any approvals required due to the assignment of Purchased Assets by the Proposal Company or the change of control of the Proposal Company’s Subsidiaries, as set forth in Schedule 1.01(qqqq).
- (rrrr) “**Transactions**” has the meaning given to it in Recital “G”.
- (ssss) “**Transfer Documents**” means all customary deeds, assignments, assumption agreements, bills of sale and other conveyancing documents, in form and substance acceptable to the Purchaser and the Proposal Company, each acting reasonably, sufficient to transfer the various categories of Purchased Assets to the Purchaser on an “as is where is” basis consistent with the terms of this Agreement and the Approval and Vesting Order, including specific assignments of all the right, title and interest of the Proposal Company in and to the Intellectual Property as may be required for registration purposes.
- (tttt) “**Trinity**” has the meaning given to it in Recital “D”.
- (uuuu) “**Trinity DIP Approval Order**” means an order of the Court to be granted in the Proposal Proceedings, among other things, approving the Trinity DIP Term Sheet, Trinity DIP Facility, Trinity DIP Charge, Administration Charge and D&O Charge, as amended, restated, supplemented and/or modified from time to time.
- (vvvv) “**Trinity DIP Charge**” has the meaning given to such term in Recital D.
- (wwww) “**Trinity DIP Facility**” has the meaning given to such term in Recital D.
- (xxxx) “**Trinity DIP Lender**” has the meaning given to such term in Recital D.
- (yyyy) “**Trinity DIP Term Sheet**” has the meaning given to such term in Recital D.

1.02 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

1.03 Headings, Table of Contents, etc.

The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Agreement. The recitals to this Agreement are an integral part of this Agreement.

1.04 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.05 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars. References to "\$" are to Canadian dollars.

1.06 Certain Phrases

In this Agreement: (a) the words "including", "includes" and "include" and any derivatives of such words mean "including without limitation", and (b) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate, without duplication, of". The expression "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Agreement.

1.07 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the Transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon: (a) such a determination of invalidity or unenforceability, or (b) any change in Applicable Law or other action by any Governmental Authority that materially detracts from the legal or economic rights or benefits, or materially increases the obligations, of any Party or any of its Affiliates under this Agreement, the Parties shall negotiate in good faith to amend this Agreement so as to give effect to the original intent of the Parties as closely as possible in an acceptable manner so that the Transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

1.08 Knowledge

Any reference to the knowledge of the Proposal Company means the actual or constructive knowledge of any director or officer of the Proposal Company or of its Subsidiaries.

1.09 Schedules

The following schedules attached hereto and incorporated in and form part of this Agreement:

Schedules

Schedule 1.01(d)	Administrative Expense Costs Estimate
Schedule 1.01(i)	Form of Approval and Vesting Order
Schedule 1.01(ppp)	Permitted Encumbrances
Schedule 1.01(qqqq)	Transaction Regulatory Approvals to be Obtained Prior to the Closing Time
Schedule 2.01(d)	Assumed Contracts
Schedule 2.01(e)	Purchased Location
Schedule 2.01(f)	Assumed Authorizations
Schedule 2.01(j)	Purchased IP
Schedule 2.01(k)	Business and Domain Names
Schedule 2.02	Excluded Assets
Schedule 2.02(d)	Excluded Contracts
Schedule 2.03	Assumed Liabilities
Schedule 2.05	Non-Exhaustive List of Certain Enumerated Excluded Liabilities
Schedule 4.09	Subsidiaries

The Parties acknowledge that as of the date hereof, the Schedules are not complete. Subject to Section 7.04, the Parties shall cooperate with each other and shall use commercially reasonable efforts to complete the Schedules no later than two (2) Business Days before the Closing Date.

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement will apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

1.10 Accounting Terms

All accounting terms used in this Agreement are to be interpreted in accordance with the Accounting Standards unless otherwise specified.

1.11 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day that is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.12 Computation of Time Periods

If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Agreement, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE II PURCHASE AND SALE

2.01 Purchased Assets

Subject to the terms and conditions of this Agreement, the Approval and Vesting Order and any applicable BIA Assignment Order, at the Closing Time, the Proposal Company shall sell, assign and transfer to the Purchaser, and the Purchaser hereby agrees to purchase from the Proposal Company, all right, title and interest of the Proposal Company to the following property and assets (the “**Purchased Assets**”):

- (a) Accounts Receivable. Accounts receivable, trade accounts, notes receivable, book debts, and other debts due or accruing due to the Proposal Company and related to the Business, but not including the Factor Collateral which shall be sold and assigned to the Factor pursuant to the Factoring Agreement;
- (b) Inventories. All spare equipment and parts owned by the Proposal Company in connection with the Business;
- (c) Interests in Subsidiaries. All Equity Interests in the Subsidiaries;
- (d) Assumed Contracts. Subject to Section 2.06, all rights of the Proposal Company under contracts used in the Business, including, without limitation, such contracts described in Schedule 2.01(d), together with any other contract identified by the Purchaser in a list delivered to the Proposal Company in writing prior to the Closing Date and agreed to in writing by the Proposal Company (collectively, the “**Assumed Contracts**”);
- (e) Leased Real Property. Subject to Section 2.06, the leases and other agreements to occupy the premises described in Schedule 2.01(e) (“**Purchased Location**”), entered into by, or assigned in favour of the Proposal Company (which, together with all purchase options, options to lease, registered short form leases or caveats, prepaid rents, security deposits, rights to appurtenances and improvements, easements, licenses and permits, including any governmental authorizations relating thereto and all leasehold improvements thereon, the “**Assumed Real Property Leases**”);

- (f) Authorizations. Subject to Section 2.06, all Authorizations identified in Schedule 2.01(f) (which Schedule may be amended prior to the Closing Date by the Purchaser), to the extent they are transferrable (collectively, the “**Assumed Authorizations**”);
- (g) Personal Property, Equipment, Fixtures and Furniture. All personal property, including trucks, vehicles, machinery, equipment, office furniture, fixtures, furnishings, accessories and other fixed assets located at the Purchased Locations and the interest of the Proposal Company in any personal property, including trucks, vehicles, machinery, equipment, office furniture, fixtures, furnishings, accessories and other fixed assets held under lease or title retention agreement that are located at the Purchased Locations;
- (h) Prepaid Expenses. All deposits and prepaid expenses related to the Purchased Assets, including the Purchased Locations;
- (i) Tax Refunds. All GST/HST or any other sales tax refund amounts accruing to the Proposal Company prior to the Closing Date;
- (j) Intellectual Property. Subject to Section 2.06, all rights of the Proposal Company to the Intellectual Property used or held for use by the Proposal Company in the Business (the “**Purchased IP**”), including all registered Intellectual Property of the Proposal Company described in Schedule 2.01(j);
- (k) Business and Domain Names. All rights of the Proposal Company to all trade names, business names and domain names and any derivation thereof or any trademarks or trade names incorporating such business names, including the domain names and business names listed on Schedule 2.01(k);
- (l) Information Systems. All software, hardware, telecommunications, network connections, peripherals and related communication and technology infrastructure (excluding communication infrastructure that is generally accessible by the public) owned by the Proposal Company and used in the Business, including all rights of the Proposal Company under licences and other agreements or instruments relating thereto, all network or Internet Protocol addresses or locators, including IPv4 and IPv6 addresses, Uniform Resource Locators (URLs) and media access control (MAC) addresses used by the Proposal Company in the conduct of the Business, and all telephone numbers used in the Purchased Locations and any and all keys, passwords and other access protocols relating thereto;
- (m) Books and Records. Originals, or where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority, sales material and records, strategic plans and

marketing and promotional surveys, material and research) (collectively, the “**Books and Records**”);

- (n) Rights under Insurance. All Claims, actions or other rights the Proposal Company may have for insurance coverage under any past or present policies and insurance contracts or agreements insuring the Purchased Assets, the Purchased Locations or the Business;
- (o) Express Consents under Privacy and Anti Spam Law. All express consents obtained by the Proposal Company under CASL, all applicable privacy laws and all applicable anti spam laws from any Person to (i) send or cause to be sent an electronic message to such Person, (ii) alter or cause to be altered the transmission data in an electronic message so that the message is delivered to a destination other than or in addition to that specified by such Person, (iii) install or cause to be installed a computer program on such Person’s computer system or, having so installed or cause to be installed a computer program, to cause an electronic message to be sent from that computer system, or (iv) collect, use and/or disclose any Personal Information of such Person; and
- (p) Goodwill. All goodwill related to the Purchased Assets and the Business, together with the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Proposal Company and the right to use any words indicating that the Business is so carried on, including the exclusive right to use the names and styles currently used by the Proposal Company, or any variation thereof, as part of the name or style under which the Business or any part thereof is carried on by the Purchaser.

2.02 Excluded Assets

Notwithstanding any provision of this Agreement to the contrary, as of the Closing, the Purchased Assets of the Proposal Company shall not include any of the following assets, together with any other assets as set forth on Schedule 2.02 (collectively, the “**Excluded Assets**”):

- (a) the Tax records and returns, and books and records pertaining thereto and other documents, in each case, that primarily or solely relate to any of the Excluded Liabilities, provided that the Purchaser may take copies of all Tax records and Books and Records pertaining to such records (as redacted, if applicable) to the extent necessary or useful for the carrying on of the Business after Closing;
- (b) the Administrative Expense Amount;
- (c) all communications, information or records, written or oral, that are in any way related to (i) the Transactions contemplated by this Agreement, (ii) the sale of the Purchased Assets, (iii) any Excluded Asset or (iv) any Excluded Liability;
- (d) any contract, lease for real property, Intellectual Property and Authorization that is not assignable as contemplated in Section 2.06;

- (e) the rights of the Proposal Company under this Agreement, the Transfer Documents and each other document and agreement contemplated under this Agreement and the Transfer Documents; and
- (f) any other asset, including contracts and leases, identified by the Purchaser to the Proposal Company in writing as an Excluded Asset no later than two (2) Business Days before the Closing Date.

The Purchaser may, with the consent of the Proposal Company, which consent shall not be unreasonably withheld, and in consultation with the Proposal Trustee, amend the foregoing list and Schedule 2.02 as specifically enumerated Excluded Assets by no later than two (2) Business Days before the Closing Date.

2.03 Assumed Liabilities

Subject to the terms and conditions of this Agreement, the Approval and Vesting Order and any applicable BIA Assignment Order, the Purchaser agrees to, or to cause an Affiliate to assume, pay, discharge, perform and fulfil, from and after the Closing Time, only the following liabilities of the Proposal Company (collectively, the “**Assumed Liabilities**”):

- (a) all amounts outstanding and obligations owing by the Proposal Company under the Loan Agreements, which, as of the date hereof, is the aggregate amount of \$14,052,887.39, comprised of principal of \$10,190,000, interest of \$3,527,887.39, a final payment fee of \$250,000 and recoverable expenses of \$85,000 (the “**Assumed Trinity Loan Obligations**”) in accordance with its relative priority before the Closing Time;
- (b) all amounts outstanding and obligations owing by the Proposal Company under the Trinity DIP Term Sheet as of the Closing Date, including the principal amount of such Claims, all accrued and unpaid interest thereon plus any fees and expenses associated therewith as of the Closing Date (the “**Assumed Trinity DIP Obligations**”) in accordance with its relative priority before the Closing Time, as particularized in a written estimated payout statement provided by the Trinity DIP Lender to the Purchaser, the Proposal Company and the Proposal Trustee by no less than two (2) Business Days prior to the Closing Date;
- (c) all amounts outstanding and obligations owing by the Proposal Company under the Avren DIP Term Sheet as of the Closing Date, including the principal amount of such Claims, all accrued and unpaid interest thereon plus any fees and expenses associated therewith as of the Closing Date (the “**Assumed Avren DIP Obligations**”) in accordance with its relative priority before the Closing Time, *provided, however*, that the Assumed Avren DIP Obligations shall be subordinate to the Assumed Trinity Loan Obligations and the Assumed Trinity DIP Obligations, as particularized in a written estimated payout statement provided by the Avren DIP Lender to the Purchaser, the Proposal Company and the Proposal Trustee by no less than two (2) Business Days prior to the Closing Date;

- (d) all amounts outstanding and obligations owing by the Proposal Company under the Factoring Agreement as of the Closing Date, including the principal amount of such Claims, all accrued and unpaid interest thereon plus any fees and expenses associated therewith as of the Closing Date (the “**Assumed Avren Factoring Obligations**”) in accordance with its relative priority before the Closing Time;
- (e) all Post-Filing Claims;
- (f) all liabilities of the Proposal Company arising from and after Closing;
- (g) any portion of the Administrative Expense Amount or Post-Filing Tax Obligations for which (i) the Proposal Company did not have sufficient funds on or before the Closing Date to satisfy; or (ii) were not paid for by the Purchaser, in its sole discretion, as a component of the Cash Consideration,
- (h) all liabilities of the Proposal Company relating to the Transferred Employees, accrued from and after the Closing Time; and
- (i) those specific Assumed Liabilities set forth in Schedule 2.03.

The Purchaser may, with the consent of the Proposal Company, which consent shall not be unreasonably withheld, and in consultation with the Proposal Trustee, amend the foregoing list and Schedule 2.03 as specifically enumerated Assumed Liabilities by no later than two (2) Business Days before the Closing Date.

2.04 Priority of Assumed Liabilities

For greater certainty, after the Closing Time, the Assumed Liabilities listed below and the Permitted Encumbrances securing payment and performance thereof shall have the following relative priority, with lower ranking Assumed Liabilities being subordinated in priority and in payment to higher ranking Assumed Liabilities:

- (a) *First*, the Assumed Trinity DIP Obligations;
- (b) *Second*, the Assumed Trinity Loan Obligations; and
- (c) *Third*, the Assumed Avren DIP Obligations,

provided that (x) the Factor’s sole recourse for the Assumed Avren Factoring Obligations shall be the Factor Collateral and (y) the Factor shall have a first-ranking security interest in the Factor Collateral existing after the Closing Time (if any) which security interest shall secure the payment and performance of the Assumed Avren Factoring Obligations and, for greater certainty, shall rank in priority to the interests identified at (a) to (c) of this Section 2.04 as against the Factor Collateral.

2.05 Excluded Liabilities

Notwithstanding anything to the contrary in Section 2.03, Assumed Liabilities exclude, *inter alia*, the following liabilities of the Proposal Company:

- (a) the non-exhaustive list of those certain liabilities set forth in Schedule 2.05;
- (b) any and all liability relating to any anti-assignment or change of control provision that may arise in connection with the assignment and change of control contemplated by the Transactions hereunder and to which the Proposal Company may be bound as at Closing;
- (c) all liabilities relating to or under the Excluded Assets;
- (d) all liabilities related to the BIA Charges;
- (e) all Pre-Filing Tax Obligations;
- (f) liabilities for employees whose employment with the Proposal Company is terminated on or before Closing, including the Terminated Employees;
- (g) the Restructuring Period Claims; and
- (h) the Restructuring Period D&O Claims.

(collectively, the “**Excluded Liabilities**”).

The Purchaser may, with the consent of the Proposal Company, which consent shall not be unreasonably withheld, and in consultation with the Proposal Trustee, amend the foregoing list and the clarifying items listed in Schedule 2.05 as specifically enumerated Excluded Liabilities by no later than two (2) Business Days before the Closing Date.

2.06 Third Party Consents

- (a) Notwithstanding anything contained in this Agreement or elsewhere, the Purchaser will not assume and will have no obligation to discharge any debt, liability or obligation under any Assumed Contract, Assumed Real Property Lease, Purchased IP or Assumed Authorization which is not assignable or assumable in whole or in part without a Third Party Consent, unless such Third Party Consent or, as applicable, a BIA Assignment Order, has been obtained.
- (b) The Parties shall cooperate and each use commercially reasonable efforts to obtain all Third Party Consents prior to the sale approval motion, provided that the Proposal Company shall not be required to pay any amount in order to obtain a Third Party Consent.
- (c) If any Third Party Consent cannot be obtained, the Proposal Company covenants to make a motion to the Court no less than two (2) weeks prior to Closing Time for a BIA Assignment Order in respect of the Assumed Contracts, Assumed Real Property Leases, Purchased IP and Assumed Authorizations for which Third Party Consents were not obtained.

- (d) If, in the Purchaser's view, additional motions for a BIA Assignment Order are required beyond that contemplated in Section 2.06(c), such motions shall be brought by the Purchaser at its own cost.
- (e) Any monetary defaults required to be satisfied in connection with a BIA Assignment Order or a Third Party Consent shall be for the account of and payable by the Purchaser.

ARTICLE III PURCHASE PRICE AND RELATED MATTERS

3.01 Purchase Price

- (a) The purchase price (the "**Purchase Price**") payable by the Purchaser to the Proposal Company in consideration for the Purchased Assets shall be an amount equal to the following:
 - (i) The aggregate amount of all outstanding amounts and obligations owing by the Proposal Company under the Assumed Liabilities, including, for greater certainty, the Assumed Trinity Loan Obligations, the Assumed Trinity DIP Obligations and the Assumed Avren DIP Obligations, as of the Closing Date; plus
 - (ii) An amount sufficient to satisfy in full: (i) the Administrative Expense Amount, and (ii) to the extent that the Proposal Company has not, prior to the date that is two (2) Business Days prior to Closing Date, satisfied any portion of the Post-Filing Tax Obligations, the amount of the Post-Filing Tax Obligations that Purchaser has elected, in its sole discretion, to fund with cash (the "**Cash Consideration**").

3.02 Estimated Closing Date Statement

- (a) Not later than three Business Days prior to the proposed Closing Date, in consultation with the Proposal Trustee, Proposal Company shall deliver to Purchaser a written statement, together with reasonable supporting documentation (the "**Estimated Closing Date Statement**"), containing an estimate of the Purchase Price and the components thereof, including for greater certainty, the Assumed Liabilities and the Cash Consideration. Proposal Company shall prepare the Estimated Closing Date Statement in a manner that ensures no duplication or double counting of any assets, liabilities or adjustments and provide reasonable supporting documentation and detail, including documentation with respect to any calculations set forth on the Estimated Closing Date Statement and an itemized list of the Administrative Expense Costs Estimate. Proposal Company shall provide Purchaser with reasonable access to the Books and Records of Proposal Company to verify the accuracy of such estimate, and Proposal Company shall consider in good faith any comments proposed by Purchaser. Any adjustments to the Cash Consideration prior to Closing must be mutually agreed to in writing by Proposal Company, Purchaser and Proposal Trustee.

3.03 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price as follows:

- (a) Purchaser shall assume all amounts outstanding and obligations owing by the Proposal Company or its Subsidiaries under the Assumed Liabilities, including, for greater certainty, the Assumed Trinity Loan Obligations, the Assumed Trinity DIP Obligations, and the Assumed Avren DIP Obligations; and
- (b) To the extent the Proposal Company does not have sufficient funds on or before the Closing Date to satisfy the Administrative Expense Amount and Post-Filing Tax Obligations, the Purchaser shall pay to the Proposal Trustee by wire transfer, certified cheque, bank draft or other means of immediately available funds, the Cash Consideration, provided that the Purchaser shall be entitled to assume the Post-Filing Tax Obligations and any portion of the Administrative Expense Amount (other than the Administrative Expense Costs which shall be paid in cash) in its sole discretion.

For greater certainty, the Purchase Price shall be paid to the Proposal Trustee, for the benefit of the Proposal Company, and any Claim against the Proposal Company shall continue to exist as against the Proposal Company after Closing.

3.04 Payment of Certain Liabilities

On the Closing Date, the Proposal Trustee on behalf of the Proposal Company shall satisfy the Priority Payments as required to be paid on Closing in the Approval and Vesting Order such that all the Priority Payments shall be satisfied in full in connection with the Closing.

3.05 Allocation of Purchase Price

Purchaser, Proposal Company and Proposal Trustee agree to prepare a statement setting out the allocation the Purchase Price among the Purchased Assets, by province, on or prior to the Closing Date in such manner as determined by Purchaser, Proposal Company and Proposal Trustee, acting reasonably and to report the sale and purchase of the Purchased Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation.

3.06 Transfer Taxes

All amounts payable by Purchaser to Proposal Company pursuant to this Agreement, by cash payments or by assumption of liabilities, do not include any value-added, goods and services, harmonized sales, sales, retail, transfer, use, consumption, multi-staged, personal property, customs, excise, stamp, land transfer, or similar taxes, duties, or charges (including GST/HST) (collectively “**Transfer Taxes**”) and all Transfer Taxes payable on the transfer, sale, conveyance, assignments, delivery of the Purchased Assets pursuant to Section 2.01 are the responsibility of and for the account of Purchaser. Where such Transfer Taxes payable by Purchaser are collectible by Proposal Company by Applicable Law or by the administration thereof, then Purchaser shall timely pay such Transfer Taxes to Proposal Company at the

Closing Time, or at such later date as such Taxes may be invoiced by Proposal Company, unless Proposal Company agrees to the making of an election, the application of an exemption or other relief from any such applicable Transfer Taxes, in which case Purchaser shall, in lieu of payment of such applicable Transfer Taxes to Proposal Company, deliver to Proposal Company prior to the Closing Date, such certificates, elections, or other documentation required by Law or the administration thereof to substantiate and effect the exemption or relief claimed by Purchaser. Otherwise, Purchaser shall timely remit such Transfer Taxes to the appropriate Governmental Authority and shall provide notice, and upon written request by Proposal Company, evidence of remittance of such payments. Purchaser shall indemnify and hold Proposal Company harmless against and in respect of any and all amounts of Transfer Tax assessed by any taxing authority in respect of any failure on the part of Purchaser to self-assess and pay any Transfer Taxes not collectible by Proposal Company or in connection with any election, exemption or other relief claimed by Purchaser being denied by the applicable tax authorities.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PROPOSAL COMPANY

The Proposal Company represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with the Transactions:

4.01 Due Authorization and Enforceability of Obligations

Subject to the granting of the Approval and Vesting Order and the BIA Assignment Order, this Agreement has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

4.02 Existence and Good Standing

The Proposal Company is validly existing and in good standing under the Applicable Laws of the jurisdiction of its incorporation or organization and: (a) has all requisite power to own or lease, on behalf of the Proposal Company, Proposal Company's property, including the Purchased Assets owned or leased by the Proposal Company and to carry on the Business as now being conducted by the Proposal Company, (b) has all requisite power and authority to execute and deliver this Agreement, and (c) has taken all requisite corporate or other action necessary for it to execute and deliver this Agreement and to perform its obligations hereunder and consummate the Transactions contemplated hereunder. GoForUS is validly existing and in good standing under the Applicable Laws of the jurisdiction of its incorporation or organization.

4.03 No Other Agreements to Purchaser

No Person other than the Purchaser has any written or oral agreement or option or any right or privilege (whether by Applicable Law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from the Proposal Company of any of the Purchased Assets, other than in connection with the ordinary course operations of the Proposal

Company or the liquidation of the assets of the Proposal Company (taking into account the Proposal Proceedings).

4.04 Sophisticated Parties

The Proposal Company: (a) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (b) has conducted its own analysis and made its own decision to enter into this Agreement, including obtaining such independent advice as it deems appropriate, and (c) has not relied on the analysis or decision of any Person other than its own independent advisors.

4.05 Absence of Conflicts

The execution and delivery of this Agreement by the Proposal Company and the completion by the Proposal Company of its obligations hereunder and the consummation of the Transactions contemplated herein do not and will not violate or conflict with any Applicable Law (subject to the receipt of the Transaction Regulatory Approvals and the granting of the Approval and Vesting Order) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under the certificate of incorporation, articles, by-laws or other constituent documents of the Proposal Company or of GoForUS. Subject to the granting of the Approval and Vesting Order, the execution, delivery and performance by the Proposal Company does not and will not violate any Order.

4.06 Approvals and Consents

The execution and delivery of this Agreement by the Proposal Company, the completion by the Proposal Company of its obligations hereunder and the consummation by the Proposal Company of the Transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by the Transaction Regulatory Approvals and the entry of the Approval and Vesting Order by the Court.

4.07 No Actions

There is not, as of the date hereof, pending or, to the Proposal Company's knowledge, threatened against the Proposal Company, its Subsidiaries, or any of its properties, including against any of the Purchased Assets or Assumed Liabilities, nor has the Proposal Company or its Subsidiaries received any written notice in respect of, any Claim, potential Claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body that, would prevent the Proposal Company from executing and delivering this Agreement, performing its obligations hereunder and consummating the Transactions and agreements contemplated by this Agreement.

4.08 HST Registrant

The Proposal Company is registered for, or will continue to be so registered on the Closing Date, GST/HST purposes under Subdivision (d) of Division V of Part IX of the ETA and its GST/HST registration number is 756431326RT0001.

4.09 Residency

The Proposal Company is not a non-resident of Canada for purposes of the Tax Act.

4.10 Go-For Group Entities

Schedule 4.09 sets forth a complete and correct list of the name and jurisdiction of organization of each subsidiary of the Proposal Company or other entity in which Proposal Company or GoForUS hold equity or interests in (the “**Subsidiaries**”).

4.11 Undisclosed Liabilities

The Proposal Company, nor any of its Subsidiaries, has no material liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise except those that are adequately reflected or reserved against in the financial statements of the Proposal Company or GoForUS or have been otherwise disclosed in writing to the Purchaser.

4.12 Competition Act

Neither the aggregate book value of the Purchased Assets in Canada, nor the value of the annual gross revenues from sales in or from Canada generated from those assets, both calculated in the manner prescribed under the Competition Act, exceeds \$93 million.

4.13 Sufficiency of Assets

The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Proposal Company as follows, and acknowledges that the Proposal Company is relying upon the following representations and warranties in connection with the Transactions:

5.01 Due Authorization and Enforceability of Obligations

This Agreement has been duly authorized, executed and delivered by the Purchaser, and, assuming the due authorization, execution and delivery by it, this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability.

5.02 Existence and Good Standing

The Purchaser is validly existing and in good standing under the Applicable Laws of the jurisdiction of its incorporation or organization and has all requisite power and authority to execute

and deliver this Agreement and to perform its obligations hereunder and consummate the Transactions contemplated by this Agreement.

5.03 Sophisticated Party

Purchaser: (a) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (b) has conducted its own analysis and made its own decision to enter into this Agreement, including obtaining such independent advice as it deems appropriate, and (c) has not relied on the analysis or decision of any Person other than its own independent advisors.

5.04 Absence of Conflicts

The execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of its obligations hereunder and the consummation of the Transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets, (subject to the receipt of the Transaction Regulatory Approvals) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents.

5.05 Approvals and Consents

The execution and delivery of this Agreement by the Purchaser, the completion by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the Transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by the Transaction Regulatory Approvals and the granting of the Approval and Vesting Order and the BIA Assignment Order, if applicable, by the Court.

5.06 No Actions

There is not, as of the date hereof, pending or, to the Purchaser's knowledge, threatened against it or any of its properties, nor has the Purchaser received notice in respect of, any Claim, potential Claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body that, would prevent it from executing and delivering this Agreement, performing its obligations hereunder and consummating the Transactions and agreements contemplated by this Agreement.

5.07 Sanctions

- (a) None of (a) the Purchaser, its shareholders nor any of their respective general partners, shareholders, interestholders, legal or beneficial owners, directors, officers, employees or agents, as applicable, or (b) any future investors (including, without limitation, their respective Subsidiaries, general partners, shareholders, interestholders or legal or beneficial owners and the respective directors, officers, employees or agents, as applicable, of any such future investors, Subsidiaries, general partners, shareholders, interestholders or legal or beneficial owners) (i) is a Sanctioned Person, (ii) is in violation or in breach of any Sanctions, or (iii) is, or has been in the last five (5) years, engaged in or subject to any actual, pending or

threatened proceeding (including any criminal or regulatory Proceeding), settlement, alternative dispute resolution proceeding or process, inquiry or investigation (including with or by any Governmental Authority), in each case concerning or relating to any actual or alleged breach of Sanctions.

- (b) The obtaining of funds or any financing for the payment of the Purchase Price, (i) will at all times be conducted in all respects in compliance with Sanctions, and (ii) will not result in the violation of Sanctions by the Parties or Trinity.
- (c) The Purchaser has not and will not use any revenue or benefit derived from any dealing with a Sanctioned Person for the purposes of discharging its obligations under the Agreement.

5.08 HST Registrant

The Purchaser is, or will be on the Closing Date, registered under Subdivision d of Division V of Part IX of the ETA.

5.09 Availability of Funds

The Purchaser has executed, on or prior to the date hereof, the requisite instruction letters to fully authorize the Purchaser, and the Purchaser is duly authorized, to, among other things, deliver the Cash Consideration in connection with the consummation of the Closing hereunder.

5.10 Investment Canada Act

- (a) The Purchaser is a WTO investor and is not a state-owned enterprise, in each case as defined in the Investment Canada Act.
- (b) Neither the Purchaser nor its shareholders nor any of their respective general partners, shareholders, interestholders, legal or beneficial owners, directors, officers, employees or agents, as applicable, has or have any direct or indirect dealing or relationship that may be material under national security laws or regulations with any Sanctioned Persons or any Governmental Authority of the Russian Federation.
- (c) The Purchaser shall ensure that any future investors (including, without limitation, their respective Subsidiaries, general partners, shareholders, interestholders or legal or beneficial owners and the respective directors, officers, employees or agents, as applicable, of any such future investors) do not have any direct or indirect dealing or relationship that may be material under national security laws or regulations with any Sanctioned Persons or any Governmental Authority of the Russian Federation.

**ARTICLE VI
AS IS, WHERE IS TRANSACTION**

6.01 As Is Where Is Sale

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the Purchased Assets, the Assumed Liabilities and all related operations of the Proposal Company, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the Transactions contemplated by this Agreement. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of Proposal Company expressly set forth in Article IV, the Purchaser understands, acknowledges and agrees that all other representations, warranties, conditions and statements of any kind or nature, expressed or implied (including any concerning the Proposal Company's right, title or interest in or to the Purchased Assets,) are specifically disclaimed by the Proposal Company, its respective financial and legal advisors, the Proposal Trustee and its legal counsel and Trinity and its legal and financial advisors. THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF GO-FOR EXPRESSLY AND SPECIFICALLY SET FORTH IN Article IV: (A) THE PURCHASER IS ACQUIRING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE PROPOSAL COMPANY, THE PROPOSAL TRUSTEE, TRINITY OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE PROPOSAL COMPANY, THE PROPOSAL TRUSTEE OR TRINITY WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE PROPOSAL COMPANY, THE BUSINESS, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

**ARTICLE VII
COVENANTS**

7.01 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

7.02 Interim Period

During the Interim Period, except as contemplated or permitted by this Agreement (including the Approval and Vesting Order and the Factoring Approval Order): (a) the Proposal Company shall continue to maintain its Business and its operations in substantially the same manner as conducted on the date of this Agreement, (b) the Proposal Company shall not, without the prior written approval of the Purchaser, sell or transfer any assets outside of the ordinary course for amounts greater than \$100,000, and (c) the Proposal Company shall not enter into any transaction involving the Business outside of the ordinary course for an amount greater than \$100,000 without the prior written approval of the Purchaser.

7.03 Access During the Interim Period

Until the Closing Time, the Proposal Company shall give to the Purchaser's personnel engaged in the Transactions contemplated by this Agreement and their accountants, legal advisers, consultants, financial advisors and representatives during normal business hours reasonable access to its premises, the Purchased Assets and to all of the Books and Records in the Proposal Company's possession or to which it has access relating to the Business, the Proposal Company, the Purchased Assets, the Assumed Liabilities and the Employees, and shall furnish them with all such information relating to the Business, the Proposal Company, the Purchased Assets, the Assumed Liabilities and the Employees as Purchaser may reasonably request in connection with the Transactions contemplated by this Agreement; provided that such access shall be conducted at the Purchaser's expense, in accordance with Applicable Law and under supervision of the Proposal Company's personnel and in such a manner as to maintain confidentiality, and the Proposal Company will not be required to provide access to or copies of any such Books and Records if making such information available would: (a) result in the loss of any lawyer-client or other legal privilege; or (b) cause the Proposal Company to be found in contravention of any Applicable Law, or contravene any fiduciary duty or agreement (including any confidentiality agreement to which the Proposal Company or any of its Affiliates are a party). Notwithstanding anything in Section 7.02 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Business or the possible sale thereof to any other Person.

7.04 Schedules

The Proposal Company will provide proposed drafts of each schedule in substantially final form on or before the date that is ten (10) days from the date hereof, which schedules shall contain, among other things, (a) all material contracts related to the Business; (b) all material assets owned and used by the Business, together with their location and serial number, as applicable; (c) all real property owned or leased by the Proposal Company; and (d) all Authorizations used in the Business.

7.05 Transaction Regulatory Approvals

- (a) As soon as possible and in any event within five (5) Business Days after the Filing Date, the Purchaser shall file a notification under section 12 of the Investment Canada Act with the appropriate minister or ministers designated under the Investment Canada Act ("**ICA Notice**").

- (b) The Parties shall use commercially reasonable efforts to apply for and obtain any Transaction Regulatory Approvals as soon as reasonably practicable and no later than the time limits imposed by Applicable Laws, in accordance with this Section 7.05, in each case at the sole cost and expense of the Purchaser.
- (c) The Parties shall co-operate with one another in connection with obtaining any Transaction Regulatory Approvals. Without limiting the generality of the foregoing, the Parties shall: (i) give each other reasonable advance notice of all meetings or other oral communications with any Governmental Authority relating to the Transaction Regulatory Approvals, as applicable, and provide as soon as practicable but in any case, if any, within the required time, any additional submissions, information and/or documents requested by any Governmental Authority necessary, proper or advisable to obtain the Transaction Regulatory Approvals; (ii) not participate independently in any such meeting or other oral communication without first giving the other Party (or their outside counsel) an opportunity to attend and participate in such meeting or other oral communication, unless otherwise required or requested by such Governmental Authority; (iii) if any Governmental Authority initiates an oral communication regarding the Transaction Regulatory Approvals, promptly notify the other Party of the substance of such communication; (iv) subject to Applicable Laws relating to the exchange of information, provide each other with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any filings, notifications, submissions, analyses, presentations, memoranda, briefs, arguments, opinions and proposals) made or submitted by or on behalf of a Party with a Governmental Authority regarding the Transaction Regulatory Approvals as applicable; and (v) promptly provide each other with copies of all written communications to or from any Governmental Authority relating to the Transaction Regulatory Approvals as applicable.
- (d) Each of the Parties may, as advisable and necessary, reasonably designate any competitively or commercially sensitive material provided to the other under this Section as “Outside Counsel Only Material”, provided that the disclosing Party also provides a redacted version to the receiving Party. Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and, subject to any additional agreements between the Parties, will not be disclosed by such outside legal counsel to employees, officers or directors of the recipient unless express written permission is obtained in advance from the source of the materials or its legal counsel.
- (e) The obligations of either Party to use its commercially reasonable efforts to obtain the Transaction Regulatory Approvals does not require either Party (or any Affiliate thereof) to undertake any divestiture of any business or business segment of such Party, to agree to any material operating restrictions related thereto or to incur any material expenditure(s) related therewith, unless agreed to by the Parties. In connection with obtaining the Transaction Regulatory Approvals, the Proposal

Company shall not agree to any of the foregoing items without the prior written consent of the Purchaser.

7.06 Other Covenants Relating to this Agreement

- (a) From the date hereof until the Closing Date, the Proposal Company and the Purchaser agree, and agree to cause their respective representatives and Affiliates, to keep each other informed on a reasonably current basis and no less frequently than on a weekly basis through teleconference or other meeting, or as reasonably requested by the Proposal Trustee, as to their progress in satisfying the conditions precedent in this Agreement.
- (b) From the date hereof until the Closing Date, the Proposal Company agrees, and agrees to cause its representatives, to promptly notify the Purchaser of: (i) any event, condition, or development that has resulted in the inaccuracy in a material respect or material breach of any representation or warranty, covenant or agreement contained in this Agreement, or (ii) any Material Adverse Effect occurring from and after the date hereof prior to the Closing Date.
- (c) The Proposal Company and the Purchaser agree to use commercial reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain any material third-party consents and approvals as may be required in connection with the transaction contemplated by this Agreement.
- (d) From the date hereof until the Closing Date, the Proposal Company shall use all commercially reasonable efforts to provide the Purchaser and its legal counsel with a copy of any draft Order or other draft court materials which the Proposal Company intends to file with the Court in connection with this Agreement or the Transactions contemplated thereby at least two (2) Business Days before service thereof
- (e) At the request of Purchaser, the Proposal Company shall, on or prior to the Closing Date: (i) proceed with the liquidation, winding-up, dissolution and/or amalgamation of and removal from the applicable corporate registry of, all predecessor entities or other Affiliates other than the Subsidiaries, including without limitation, NY entity GoFor Industries LLC and QC entity GoFor Industries Inc.; (ii) change its name and cause each of its Affiliates to change its name to a name which does not include the words “GoFor” or “GoFor Industries” or any part thereof or any similar words, in each case the costs for which shall be borne by the Proposal Company; and (iii) seek an order in the Proposal Proceedings to change the style of cause in the Proposal Proceedings to reflect the change of the name of the Proposal Company.
- (f) Solely in the event that this Agreement is not consummated because the Proposal Company’s assets are purchased or assumed or otherwise transferred to a third party, the Proposal Company agrees to reimburse I2BF Venture Capital or the Purchaser, as applicable, for documented, out-of-pocket expenses incurred in the

negotiation, diligence and preparation of this Agreement in an amount not to exceed \$70,000 (the “**Expense Reimbursement**”) in the event the Transaction is not approved by the Court, and the Purchaser shall be granted a priority charge by the Court in the Avren DIP Approval Order as security for such amount to rank in priority to all other Claims except the BIA Charges, the Trinity DIP Charge, the Avren DIP Charge, and the Factor Charge. For greater certainty, if the Transaction is approved by the Court and is not consummated, the Purchaser shall not be entitled to the Expense Reimbursement;

- (g) The Proposal Company shall take all action as may be commercially reasonable and appropriate to defend against any appeal of, or motion to vary or similar motion regarding, the Approval and Vesting Order and the BIA Assignment Order, as applicable.

7.07 Tax Elections

- (a) If both Parties, acting reasonably, agree that it is available, the Purchaser and the Proposal Company shall jointly elect in the prescribed form under section 22 of the Tax Act, and under any similar provision of any applicable provincial Laws, and the Proposal Company shall file such election with Canada Revenue Agency (and other applicable provincial authorities), as to the sale of the accounts receivable and other assets described in section 22 of the Tax Act (or the relevant provincial provision) and to designate in such election an amount equal to the portion of the Purchase Price allocated to such assets pursuant to Section 3.05 as the consideration paid by the Purchaser therefor.
- (b) If both Parties, acting reasonably, agree that it is available, the Purchaser and the Proposal Company shall jointly execute and file an election under subsection 20(24) of the Tax Act, in the manner required by subsection 20(25) of the Tax Act, and the equivalent provisions of any applicable provincial laws, and the Proposal Company shall file such election with Canada Revenue Agency (and other applicable provincial authorities), with respect to the amount paid by the Proposal Company to the Purchaser for assuming future obligations. The Purchaser and the Proposal Company acknowledge that a portion of the Purchased Assets transferred by the Proposal Company to the Purchaser pursuant to this Agreement with a value equal to the amount elected under subsection 20(24) of the Tax Act (if any) is being transferred by the Proposal Company to the Purchaser as a payment for the assumption by the Purchaser of such future obligations.
- (c) The Purchaser and the Proposal Company shall jointly make the election provided for in paragraph 167(1)(b) of the ETA to have subsection 167(1.1) of the ETA apply to the sale and purchase of the Purchased Assets. Purchaser shall file the election in the manner and within the time prescribed by subsection 167(1.1) of the ETA.

7.08 Mandatory Reporting

Each Party agrees to notify the other Party if it determines that any transaction contemplated by this Agreement is required to be reported pursuant to section 237.3 or 237.4 of the Tax Act or sections 1079.8.5 or 1079.8.6 of the *Taxation Act* (Québec) or any other rules of similar effect (the “**Mandatory Reporting Rules**”) or if the Party otherwise intends to file any information returns in connection with this Agreement pursuant to the Mandatory Reporting Rules. Each Party agrees, to the extent possible, to share a draft of any such filing (subject to redactions of solicitor-client privileged information) with the other Party no later than 15 Business Days prior to the due date for such filing and to consider in good faith any changes requested by the other Party prior to the due date to any such filing. Notwithstanding the foregoing, no Party shall be under any obligation not to report a transaction that it determines, acting reasonably, to be subject to a reporting requirement pursuant to the Mandatory Reporting Rules.

7.09 Employee Matters

- (a) The Purchaser shall deliver a list to the Proposal Company identifying Employees to whom conditional offers of employment (upon Closing) will be offered, which shall consist of no fewer than 90% of the total current number of employees of Proposal Company as of the date such list is delivered by the Purchaser (“**Retention List**”).
- (b) The Purchaser shall make commercially reasonable efforts to make such offers in writing on or prior to the date that is ten (10) calendar days prior to the anticipated Closing Date, provided that such offers shall be made no later than five (5) calendar days prior to the anticipated Closing Date to all active Employees on the Retention List on terms and conditions of employment that are substantially similar in the aggregate to the terms and conditions of employment of such Employees as in effect with the Proposal Company immediately prior to the Closing Date, and leave such offers open for acceptance up to and including one (1) calendar day prior to the Closing Date. The Purchaser’s offers shall expressly recognize the prior accumulated service of each of such Employees for all employment related purposes, inclusive of the termination of such employment, including for eligibility, vesting and service credits under the Employee Plans, or any replacement plan, if applicable. Each such offer of employment shall be conditional upon the Closing occurring and be with effect as of the Closing Date.
- (c) The Employees who accept the Purchaser’s offer of employment and commence employment with the Purchaser are collectively referred to as the “**Transferred Employees**”.
- (d) In the event:
 - (i) no conditional offer of employment is made to such Employee of the Proposal Company; or

- (ii) an Employee who receives an offer of employment rejects such offer in writing or fails to accept such offer of employment up to and including one (1) calendar day prior to the Closing Date,

such employee shall be deemed to be a “**Terminated Employee**”.

- (e) The Purchaser will establish effective as of the Closing Date replacement Employee Plans (the “**Replacement Plans**”) for the Transferred Employees. For the purpose of determining the eligibility of a Transferred Employee for membership or benefits under the Replacement Plans: (a) their period of employment shall include employment with both the Proposal Company and the Purchaser and shall be deemed not to have been interrupted at the Closing Time; and (b) their period of membership shall include membership in both the Employee Plans and the Replacement Plans and shall be deemed not to have been interrupted at the Closing Time. The Transferred Employees shall be eligible for and begin to accrue benefits under the Replacement Plans as of the Closing Time in respect of their employment by the Purchaser.

7.10 Administrative Expense Amount

- (a) On the Closing Date, the Proposal Company shall pay the Administrative Expense Amount to the Proposal Trustee, which the Proposal Trustee shall use to pay the Administrative Expense Costs and the BIA Charge Amount. In the event that the Proposal Company does not have sufficient funds on or before the Closing Date to satisfy the Administrative Expense Amount, and Post-Filing Tax Obligations, payment shall be made by the Purchaser in accordance with Section 3.03(b).
- (b) From time to time after the Closing Date, the Proposal Trustee may pay from the Administrative Expense Amount, the Administrative Expense Costs and amounts secured by the BIA Charges at its sole discretion and without further Authorization from the Proposal Company or the Purchaser. Any unused portion of the Administrative Expense Amount after payment or reservation for all Administrative Expense Costs, as determined by the Proposal Trustee, shall be transferred by the Proposal Trustee to the Purchaser.
- (c) Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Proposal Company and the Purchaser acknowledges and agrees that: (i) the Proposal Trustee’s obligations hereunder are and shall remain limited to those specifically set out in this Section 7.10; and (ii) the Proposal Trustee is acting solely in its capacity as the Proposal Trustee of the Proposal Company and not in its personal or corporate capacity, and the Proposal Trustee has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Proposal Trustee’s gross negligence or intentional fault.
- (d) The Parties acknowledge that the Proposal Trustee may rely upon the provisions of this Section 7.10 notwithstanding that the Proposal Trustee is not a party to this

Agreement. The provisions of this Section 7.10 shall survive the termination or non-completion of the Transactions contemplated by this Agreement.

7.11 Transition Services

- (a) The Proposal Company shall provide, or cause its Affiliates to provide, to the Purchaser following Closing Date all services and other assistance as may be reasonably required by the Purchaser in order to complete the Transactions and continued operation of the Business, including (i) transition of accounts receivables and accounts payables of the Proposal Company to the Purchaser's bank accounts; and (ii) communication with internal and external stakeholders, if requested (the "Services").
- (b) The Services shall be provided by Proposal Company to Purchaser at no cost, provided directly to Purchaser at a reasonable level of quality, and with a reasonable degree of care, diligence and responsiveness, and in accordance with applicable industry standards. Proposal Company shall cooperate with Purchaser in all matters relating to the provision and receipt of the Services, including exchanging information.
- (c) In all matters relating to the Services, Proposal Company will be solely responsible for the acts of its representatives, and its representatives shall not be considered representatives of any other Party. Except to the extent the Parties otherwise agree in writing, no Party will have any right, power or authority to create any obligation, express or implied, on behalf of any other Party nor shall any Party act or represent or hold itself out as having authority to act as an agent or partner of the other Party, or in any way bind or commit the other Party to any obligations. Subject to the foregoing, nothing in this Section 7.11 is intended to create or constitute a joint venture, partnership, trust or other association of any kind between the Parties or persons referred to herein.
- (d) At the request of either the Purchaser or the Proposal Company prior to the Closing Date, the Parties shall use commercially reasonable efforts to enter into a transition services agreement, in form and substance satisfactory to the Parties, acting reasonably and in good faith, to provide for the Services, such other services that may be required for the transition of the Purchased Assets into the Purchaser's overall operations and to allow for an orderly passing of the Purchased Assets to the Purchaser and the uninterrupted operations of the Business following Closing.

7.12 Release by Purchaser

Except in connection with any obligations of the Proposal Company or the Proposal Trustee contained in this Agreement and any Closing Documents, effective as of the Closing Time, the Purchaser and its Affiliates hereby releases and forever discharges the Proposal Company, the Proposal Trustee, and their respective Affiliates, and each of their respective successors and assigns, and all present and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual

or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Business, the Purchased Assets or the Assumed Liabilities, save and except for Released Claims arising out of fraud, bad faith or illegal acts (unless such Person believed in good faith that its conduct was legal). For greater certainty, this section does not release the Proposal Company of any obligations in respect of the Loan Agreements.

7.13 Release by the Proposal Company

Except in connection with any obligations of Purchaser and the Proposal Trustee contained in this Agreement and any Closing Documents, effective as of the Closing Time, the Proposal Company and its Affiliates hereby release and forever discharge the Purchaser, the Proposal Trustee and their respective Affiliates, and each of their respective successors and assigns, and all former and present officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Business, the Purchased Assets, the Excluded Assets, or the Excluded Liabilities, save and except for Released Claims arising out of fraud, bad faith or illegal acts (unless such Person believed in good faith that its conduct was legal).

ARTICLE VIII CLOSING

8.01 Location and Time of the Closing

Subject to compliance with the terms and conditions of this Agreement, the Closing shall take place electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format at the Closing Time.

8.02 The Proposal Company's Deliveries at Closing

At or before the Closing Time, the Proposal Company shall deliver or cause to be delivered to the Purchaser the following:

- (a) a true copy of the Approval and Vesting Order, as issued and entered by the Court, which shall be a final order which shall not have been appealed, set aside, varied or stayed within the applicable appeal period, or if the Approval and Vesting Order has been appealed within the applicable appeal period or if any motion has been commenced to set aside, vary or stay the Approval and Vesting Order, all such appeals and motions shall have been finally dismissed;
- (b) a true copy of the Factoring Approval Order, as issued and entered by the Court, which shall be a final order which shall not have been appealed, set aside, varied or stayed within the applicable appeal period, or if the Factoring Approval Order has been appealed within the applicable appeal period or if any motion has been commenced to set aside, vary or stay the Factoring Approval Order, all such appeals and motions shall have been finally dismissed
- (c) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing Time;

- (d) a receipt for the payment of any Cash Consideration payable by the Proposal Company on the Closing Date;
- (e) a counterpart of each Transfer Document requiring execution by the Proposal Company, duly executed by it;
- (f) a certificate of a senior officer of the Proposal Company dated as of the Closing Date certifying that all of the representations and warranties of the Proposal Company contained in this Agreement are true and correct in all material respects as of the Closing Time (unless they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of such earlier date) with the same effect as though made at and as of the Closing Time, and that the Proposal Company has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (g) a certificate of a senior officer of the Proposal Company certifying the Organizational Documents of the Proposal Company and the authorizing resolutions approving the subject matter of this Agreement;
- (h) an executed copy of the Proposal Trustee's Certificate; and
- (i) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transactions, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

8.03 Purchaser's Deliveries at Closing

At or before the Closing Time, the Purchaser shall deliver or cause to be delivered to the Proposal Company (or to the Proposal Trustee, as applicable), the following:

- (a) the Cash Consideration (if necessary)
- (b) a counterpart of each Transfer Document requiring execution by the Purchaser, duly executed by it;
- (c) a certificate of a senior director of the Purchaser dated as of the Closing Date certifying that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (d) a certificate of a senior officer of the Proposal Company certifying the Organizational Documents of the Purchaser and the authorizing resolutions approving the subject matter of this Agreement; and

- (e) such other agreements, documents and instruments as may be reasonably required by the Proposal Company to complete the Transactions, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

8.04 Simultaneous Transactions

All actions taken and Transactions consummated at or immediately prior to the Closing shall be deemed to have occurred in the manner and sequence set forth in the Approval and Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

ARTICLE IX CLOSING CONDITIONS

9.01 Conditions for the Benefit of the Purchaser and the Proposal Company

The respective obligations of the Purchaser and the Proposal Company to consummate the Transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

- (a) No Law: No provision of any Applicable Law and no judgment, injunction or Order preventing or otherwise frustrating the consummation of the purchase of the Purchased Assets or any of the other Transactions pursuant to this Agreement shall be pending, threatened or in effect.
- (b) Court Orders: The Court shall have granted the Trinity DIP Approval Order, the Avren DIP Approval Order, the Factoring Approval Order, the Approval and Vesting Order, and the BIA Assignment Order, if applicable, in form and substance satisfactory to each of the Purchaser and the Proposal Company, in their sole discretion, such Approval and Vesting Order substantially in the form attached hereto as Schedule 1.01(i), and such Orders shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed at the Closing Time;
- (c) Transaction Regulatory Approvals: All Transaction Regulatory Approvals shall have been obtained and shall be in full force and effect.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Proposal Company and the Purchaser. Any condition in this Section 9.01 may be waived by the Proposal Company (with the prior written consent of the Proposal Trustee and Trinity) and the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on the Proposal Company or the Purchaser, as applicable, only if made in writing.

9.02 Conditions for the Benefit of Purchaser

The obligation of the Purchaser to consummate the Transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver by the Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Purchaser):

- (a) Performance of Covenants: The covenants contained in this Agreement to be performed or complied with by the Proposal Company at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time.
- (b) No Breach of Representations and Warranties: Except as such representations and warranties may be affected by the occurrence of events or Transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Article IV shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.
- (c) No Material Adverse Effect: Since the date hereof, no change effect, event, occurrence, state of facts or development shall have occurred that resulted in, or would reasonably be expected to result in, a Material Adverse Effect.
- (d) Proposal Company's Deliverables: The Proposal Company shall have delivered to the Purchaser all of the deliverables contained in Section 8.02 in form and substance reasonably satisfactory to Purchaser.
- (e) Terminated Employees: The Proposal Company shall have terminated the employment of the Terminated Employees, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of or damages in lieu of, statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities.
- (f) Third Party Consents or BIA Assignment Order: The Proposal Company shall have obtained Third Party Consents or a BIA Assignment Order in respect of all material Assumed Real Property Leases, material Assumed Contracts, material Purchased IP and material Assumed Authorizations.
- (g) Disclaim Excluded Contracts: The Proposal Company or its Affiliates shall have sent notices of disclaimer for all contracts and other agreements which constitute Excluded Assets (including, for greater certainty, those added as Excluded Contracts according to Section 2.02(d)) and all such contracts and agreements shall be reflected in a revised Schedule 2.02 of Excluded Assets to be delivered no later than two (2) Business Days before the Closing Date.
- (h) Toolbx Inc. Contracts: The Proposal Company or its Affiliates shall have either negotiated definitive terms of customer contracts from Toolbx Inc. and delivered

such negotiated definitive terms to the Purchaser or the negotiations are otherwise sufficiently progressing with Toolbx Inc. to the sole discretion of the Purchaser.

- (i) ICA Clearance: The Purchaser shall have obtained the ICA Clearance by no later than the Outside Date.

9.03 Conditions for the Benefit of the Proposal Company

The obligation of the Proposal Company to consummate the Transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or, with the prior written consent of the Proposal Trustee and Trinity, waiver where applicable by the Proposal Company of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Proposal Company):

- (a) Performance of Covenants: The covenants contained in this Agreement to be performed by the Purchaser at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time.
- (b) No Breach of Representations and Warranties: Except as such representations and warranties may be affected by the occurrence of events or Transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Article V shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.
- (c) Purchaser Deliverables: The Purchaser shall have delivered to the Proposal Company all of the deliverables contained in Section 8.03 in form and substance satisfactory to the Proposal Company.

9.04 Proposal Trustee's Certificate

As soon as practicable following the Closing Time, the Proposal Trustee shall file a copy of the Proposal Trustee's Certificate with the Court and shall provide a copy of the Proposal Trustee's Certificate to the Purchaser and the Proposal Company. The Parties hereby acknowledge and agree that the Proposal Trustee will be entitled to file the Proposal Trustee's Certificate with the Court, without independent investigation, upon receiving written confirmation from the Proposal Company and the Purchaser in form and substance satisfactory to the Proposal Trustee that all conditions to Closing have been met or waived, and the Proposal Trustee will have no liability to the Purchaser, the Proposal Company or any other Person as a result of filing the Proposal Trustee's Certificate in accordance with this Section 9.04.

ARTICLE X INSOLVENCY PROVISIONS

10.01 Court Orders and Related Matters

- (a) From and after the date of this Agreement and until the Closing Date, the Proposal Company shall deliver to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, and other papers to be filed or

submitted by the Proposal Company in connection with or related to this Agreement, including with respect to the Trinity DIP Approval Order, the Avren DIP Approval Order, the Approval and Vesting Order, the Factoring Approval Order and the BIA assignment Order, for Purchaser's prior review at least three (3) days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for three (3) days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The Proposal Company acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, or other papers shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.

- (b) Notice of the motions seeking the issuance of the Trinity DIP Approval Order, the Avren DIP Approval Order, the Factoring Approval Order, the Approval and Vesting Order and BIA Assignment Order, if applicable, shall be served or be caused to be served by the Proposal Company on all Persons required to receive notice under Applicable Law and the requirements of the BIA, the Court, and any other Person determined necessary by the Proposal Company or Purchaser, acting reasonably.
- (c) As soon as practicable, the Proposal Company shall file a motions seeking the issuance of the Trinity DIP Approval Order, the Avren DIP Approval Order, the Factoring Approval Order, the Approval and Vesting Order and BIA Assignment Order, if applicable.
- (d) If the Trinity DIP Approval Order, the Avren DIP Approval Order, the Factoring Approval Order, the Approval and Vesting Order or BIA Assignment Order, if applicable, relating to this Agreement is appealed or a motion for leave to appeal, rehearing, re-argument or reconsideration is filed with respect thereto, the Proposal Company agrees (subject to the available liquidity of the Proposal Company) to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.
- (e) The Proposal Company acknowledges and agrees, that the Approval and Vesting Order shall provide that, on the Closing Date and concurrently with the Closing, the Purchased Assets shall be transferred to Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances. For certainty, effective immediately after the Closing Time, the Purchaser shall be the sole owner of the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE XI TERMINATION

11.01 Termination

This Agreement may be terminated on or prior to the Closing Date as follows:

- (a) by the mutual written agreement of the Proposal Company and the Purchaser;
- (b) by either Party upon written notice to the other Party:
 - (i) if Closing has not occurred on or before the Outside Date, including for greater certainty if the ICA Clearance has not been obtained by the Outside Date, provided that the terminating Party is not in breach of any representation, warranty, or covenant in this Agreement that would prevent the satisfaction of the conditions in Article IX on or before the Outside Date;
 - (ii) if at any time after the date hereof any of the conditions in Article IX is not capable of being satisfied by the applicable dates required in Article IX of this Agreement or if not otherwise required, by the Outside Date;
 - (iii) if the Trinity DIP Term Sheet, the Avren DIP Term Sheet, or the Factoring Agreement has been terminated by the other Party;
 - (iv) upon the termination, dismissal or conversion of the Proposal Proceedings;
 - (v) upon dismissal of the motion for the Trinity DIP Order, the Avren DIP Order, the Factoring Approval Order, the Approval and Vesting Order or the BIA Assignment Order, if applicable (or if any such Order is stayed, vacated or varied without the consent of Purchaser); or
 - (vi) if a court of competent jurisdiction, including the Court or a Governmental Authority has issued an Order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of Closing of the Transactions and such Order or action has become a final Order;
- (c) by Purchaser upon written notice to the Proposal Company:
 - (i) upon the appointment of a receiver, trustee in bankruptcy or similar official in respect of the Proposal Company or any of the property of the Proposal Company, other than with the prior written consent of Purchaser;
 - (ii) if there has been a material violation or breach by the Proposal Company of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 9.01 or Section 9.02, as applicable, by the Outside Date and such violation or breach has not been waived by Purchaser or cured within five (5) Business Days after receipt of written notice thereof from Purchaser, unless Purchaser is in material breach

of its obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 9.01 or Section 9.03, as applicable, by the Outside Date;

- (iii) the acceptance by the Proposal Company of any transaction that is not the Transactions, or the filing of a motion seeking approval of the Court to accept any such transaction that is not the Transactions, unless consented to in writing by the Purchaser; or
- (d) by the Proposal Company upon written notice to the Purchaser, if there has been a material violation or breach by Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 9.01 or Section 9.03, as applicable, by the Outside Date, and such violation or breach has not been waived by the Proposal Company or cured within five (5) Business Days after written notice thereof from the Proposal Company, unless the Proposal Company is in material breach of their obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 9.01 or Section 9.02, as applicable, by the Outside Date,

provided that the prior written consent of the Proposal Trustee and Trinity shall be required in order for the Proposal Company to exercise any of the foregoing termination rights.

11.02 Effect of Termination.

If this Agreement is terminated pursuant to Section 11.01, all further obligations of the Parties under this Agreement will terminate, and no Party will have any liability or further obligations hereunder. For certainty, if this Agreement is terminated pursuant to Section 11.01, the Avren DIP Facility shall become immediately repayable on demand in accordance with the Avren DIP Term Sheet. Notwithstanding anything to the contrary in this Agreement: (a) Section 7.06(f), this Section 11.02, Section 12.09 Section 12.10, and Section 12.12 shall survive termination of this Agreement, and (b) termination of this Agreement shall relieve any Party of any liability for any wilful breach by it of this Agreement.

ARTICLE XII GENERAL MATTERS

12.01 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Proposal Company and the Purchaser.

12.02 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no

covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral among the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

12.03 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transactions or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

12.04 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

12.05 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any Claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the Court for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 12.12 shall be deemed effective service of process on such Party.

12.06 Further Assurances

As reasonably required by a Party in order to effectuate the Transactions contemplated by this Agreement, the Purchaser and the Proposal Company shall execute and deliver at (and after) the Closing such other documents, and shall take such other actions, as are necessary or appropriate, to implement and make effective the Transactions contemplated by this Agreement.

12.07 Public Notices

No press release or other announcement concerning the Transactions contemplated by this Agreement shall be made by the Proposal Company or the Purchaser without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 12.07, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the Proposal Proceedings), or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable,

to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (a) this Agreement may be filed by the Proposal Company with the Court, and (b) the Transactions contemplated in this Agreement may be disclosed by the Proposal Company to the Court. The Parties further agree that:

- (a) the Proposal Trustee may prepare and file reports and other documents with the Court containing references to the Transactions contemplated by this Agreement and the terms of such Transactions; and
- (b) the Proposal Company, the Purchaser and their respective professional advisors may prepare and file such motions, affidavits, materials, reports and other documents with the Court containing references to the Transactions contemplated by this Agreement and the terms of such Transactions as may reasonably be necessary to complete the Transactions contemplated by this Agreement or to comply with their obligations in connection therewith.

12.08 Survival

None of the representations, warranties and covenants of any of the Parties set forth in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transactions contemplated hereby shall survive the Closing. Notwithstanding the foregoing, the following covenants shall survive Closing and remain in full force and effect: Article II, Article III, Article X, and Article XII.

12.09 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, security holder, Affiliate, agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Purchaser or the Proposal Company, as applicable, under this Agreement, or for any Claims based on, in respect of or by reason of the Transactions contemplated hereby.

12.10 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of each of the other Parties, except that the Purchaser may assign this Agreement or any or all of its rights and obligations hereunder to one or more of its Affiliates or nominees, provided that no such assignment or direction shall relieve the Purchaser of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

12.11 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties, their Affiliates and their respective successors and permitted assigns, including for greater certainty, Avren DIP Lender. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any other Person not a Party to this Agreement, other than the Proposal Trustee, Trinity and Avren.

12.12 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (a) the date of personal delivery; (b) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); or (c) two (2) days after deposit with a nationally-recognized courier or overnight service;. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

1) If to Purchaser at:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

With a copy to:

Fasken Martineau DuMoulin LLP
Bay Adelaide Centre
333 Bay Street, Suite 2400
Toronto, ON M5H 2T6

Attention: Dylan Chochla
Claire Gowdy

Email: dchochla@fasken.com
cgowdy@fasken.com

2) If to the Proposal Company at:

Go-For Industries Inc.
181 Bay Street, Suite 4400
Toronto, ON M5J 2T3

Attention: Dillon McDonald
Email: dmcdonald@deliverbetter.com

With a copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130

Toronto, ON M5X 1A4

Attention: Jesse Mighton
Aiden Nelms

Email: mightonj@bennettjones.com
nelmsa@bennettjones.com

With a copy to the Proposal Trustee:

KSV Restructuring Inc.
220 Bay St. Suite 1300,
Toronto, ON M5J 2W4

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com

With a copy to:

Aird & Berlis LLP
181 Bay St., Suite 1800
Toronto, ON M5J 2T9

Attention: Kyle Plunkett
Email: kplunkett@airdberlis.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

12.13 Proposal Trustee's Certificate

The Parties acknowledge and agree that the Proposal Trustee shall be entitled to deliver to the Purchaser, and file with the Court, an executed Proposal Trustee's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Proposal Trustee shall have no liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Proposal Trustee may deliver the executed Proposal Trustee's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Proposal Trustee's written confirmation that all such funds have been received. Upon such confirmation being given, the Proposal Trustee's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

12.14 Proposal Trustee's Capacity

In addition to all of the protections granted to the Proposal Trustee under the BIA or any Order of the Court in the Proposal Proceedings, Proposal Company and the Purchaser acknowledge and agree that the Proposal Trustee, acting in its capacity as Proposal Trustee of the Proposal Company

and not in its personal capacity, will have no liability, in its personal capacity or otherwise, in connection with this Agreement or the Transactions contemplated herein whatsoever as Proposal Trustee.


12.15 Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and each counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by electronic signature which, for all purposes, shall be deemed to be an original signature.

[Signature pages to follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

GO-FOR INDUSTRIES INC.

By: 
Name: Dillon McDonald
Title: CEO

I have the authority to bind the corporation.

1000826405 ONTARIO INC.

By: _____
Name :
Title :
I have the authority to bind the corporation.


IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

GO-FOR INDUSTRIES INC.

By: _____
Name:
Title:

I have the authority to bind the corporation.

1000826405 ONTARIO INC.

By:  _____
Name : Michael Lousteau
Title : Director
I have the authority to bind the corporation.

Schedule 1.01(d)
Administrative Expense Costs Estimate

- *[To be finalized prior to Closing]*

Schedule 1.01(i)
Form of Approval and Vesting Order

(Attached)

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

THE HONOURABLE) WEDNESDAY, THE 3rd
)
JUSTICE [●]) DAY OF APRIL, 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
(Sale Approval)**

THIS MOTION, made by Go-For Industries Inc. (the “**Company**”) for an order pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), among other things, approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement dated as of March 20, 2024 (the “**Sale Agreement**”) between the Company, as seller (in such capacity, the “**Seller**”) and 1000826405 Ontario Inc. as purchaser (the “**Purchaser**”) and vesting in the Purchaser all of the Seller’s right, title and interest in and to the Purchased Assets, as defined in the Sale Agreement (the “**Purchased Assets**”), was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Dillon McDonald sworn March 28, 2024 and the Exhibits thereto (the “**Dillon Affidavit**”), the Second Report of KSV Restructuring Inc. dated March [●], 2024 (the “**Second Report**”), in its capacity as Proposal Trustee (the “**Proposal Trustee**”), and on hearing the submissions of counsel for the Company, counsel for the Purchaser, counsel for the Proposal Trustee, and such other parties as listed on the Participant Information Form, with no one else appearing although properly served as appears from the affidavit of service of Milan Singh-Cheema, 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 capitalized terms used but not defined in this Order shall have the meanings given to them in the Sale Agreement or the Dillon Affidavit, as the case may be.

SALE APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Seller and the Purchaser, with the approval of the Proposal Trustee, may deem necessary. The Seller and the Proposal Trustee are 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.
4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Proposal Trustee and Seller to proceed with the Transaction and that no shareholder, partner, or other approvals shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a certificate by the Proposal Trustee to the Seller and the Purchaser or their respective counsel substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Seller's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, 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, rights of distraint, 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 Initial Order of the Honourable Justice Steele issued March 25, 2024, including, without limitation, the Trinity DIP Lender’s Charge, the Avren DIP Lender’s Charge, the Administrative Charge, the Directors’ Charge, and the Expense Reimbursement Charge (as each of those terms are defined in the Initial Order); (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; (iii) all amounts assessed or otherwise sought by any provincial taxing authority relating to tax liabilities of the Company for tax periods, or parts thereof, ending on or before the Closing Date; and (iv) those Claims listed on **Schedule “B”** (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances listed on **Schedule “C”**, the “**Permitted 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 upon the issuance of the Proposal Trustee’s Certificate, any of the Seller, the Purchaser or the Proposal Trustee, shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets (including by filing such financing change statements in the Ontario Personal Property Registry (or any analogous legislation as may be necessary) provided that the Seller, the Purchaser and the Proposal Trustee shall not be authorized to effect any discharge that would have the effect of releasing any Encumbrances against any property other than the Purchased Assets.

7. **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.

8. **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.

9. **THIS COURT ORDERS** that the Proposal Trustee may rely on written notice from the Seller and the Purchaser or their respective counsel regarding fulfillment of the conditions to Closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Proposal Trustee's Certificate.

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 Seller and any bankruptcy order issued pursuant to any such applications;
and
- (c) any assignment in bankruptcy made in respect of the Seller;

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 Seller and shall not be void or voidable by creditors of the Seller, 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.

SELLER NAME CHANGE

11. **THIS COURT ORDERS** that, notwithstanding the provisions of the *Canada Business Corporations Act* (“CBCA”) or similar provision of any other applicable federal or provincial legislation, the Company shall be and is hereby authorized and directed, upon filing of the Proposal Trustee’s Certificate (or, at the Company’s discretion, at any time before), to take any appropriate action to change the Seller’s and its Affiliates’ respective names to a name which does not include the words “GoFor” or “GoFor Industries” or any part thereof or any similar words, including, but not limited to, filing articles of amendment in accordance with the CBCA or any other applicable federal or provincial legislation, for and on behalf of the Company and its Affiliates for the sole purpose of complying with this paragraph 11, and this Court hereby directs the Director (as defined in the CBCA) and any analogous governmental authority to endorse, certify, and/or issue such documents and take such further actions as are necessary to give effect to this paragraph 11.

DISCLOSURE OF PERSONAL INFORMATION

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Seller and the Proposal Trustee are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Seller’s records pertaining to the Seller’s past and current employees. 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 Seller.

GENERAL

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

14. **THIS COURT ORDERS** that the Company, the Propossal Trustee or the Purchaser may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

15. **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 and the Proposal Trustee and their 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 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 Company and the Proposal Trustee and their agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that each of the Company, the Proposal Trustee and the Purchaser be at liberty and are 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.

17. **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.

SCHEDULE "A"

Form of Proposal Trustee's Certificate

Estate File No. 31-31-459813

**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.**

Applicant

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

- A. On March 20, 2024, Go-For Industries Inc. (the "**Company**" or the "**Seller**") filed a Notice of Intention to Make a Proposal pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").
- B. KSV Restructuring Inc. was appointed as Proposal Trustee of the Company (the "**Proposal Trustee**").
- C. Pursuant to an Order of the Court dated April 3, 2024 (the "**Approval and Vesting Order**"), the Court approved an Asset Purchase Agreement dated as of March 20, 2024 (the "**Sale Agreement**") between the Seller and 1000826405 Ontario Inc. as purchaser (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Seller's right, title and interest in and to the Purchased Assets (the "**Transaction**"), which vesting is to be effective with respect to the Purchased Assets upon the Proposal Trustee's delivery to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price, including the Cash Consideration (if any), for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Seller and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

D. Pursuant to the Approval and Vesting Order, the Proposal Trustee may rely on written notice from the Seller and the Purchaser or their respective counsel regarding fulfillment of conditions to closing under the Sale Agreement.

E. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid the Purchase Price, including the Cash Consideration (if any), for the Purchased Assets pursuant to the Sale Agreement.

2. The Seller and the Purchaser or their respective counsel have each delivered written notice to the Proposal Trustee that the conditions to Closing under the Sale Agreement 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 _____ [DATE].

**KSV RESTRUCTURING INC. in its capacity
as Proposal Trustee of Go-For Industries Inc.
and not in its personal capacity**

Per: _____
Name:
Title:

SCHEDULE "B"

Encumbrances to be Expunged and Discharged from the Purchased Assets

(A) Personal Property Security Interests

1. Ontario

(i) *Personal Property Security Act (Ontario)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
Go-For Industries Inc.	His Majesty in Right of Ontario Represented by the Minister of Finance	789037011/ 20221205 1300 1031 5086 20240125 1354 1031 4160	Inventory, Equipment, Accounts, Other \$325,341 Date of Maturity: December 5, 2027	December 5, 2027
Go-For Industries Inc.	His Majesty in Right of Ontario Represented by the Minister of Finance	791318574/ 20230308 1434 1031 7317	Inventory, Equipment, Accounts, Other \$75,967 Date of Maturity: March 8, 2028	March 8, 2028

(B) Writs of Execution

1. Ontario

(i) *Execution Act (Ontario)*

DEBTOR NAME(S)	CREDITOR NAME(S)	SHERIFF JURISDICTION / CERTIFICATE NO.	EXECUTION NO.	ADDITIONAL INFORMATION	EXPIRY DATE
Go-For Industries Inc.	Ministry of Finance	Ottawa/48999864-4981528B	23-0000344	Amount: \$75,967.35 Court File / Reference No.: 756431326TE0001	March 7, 2029
Go-For Industries Inc.	Ministry of Finance	Ottawa/48999873-0827844B	24-0000159	Amount: \$325,340.96 Court File / Reference No.: 756431326TE0002	January 24, 2030
Go-For Industries Inc.	Ministry of Finance	Ottawa/48999881-3357994B	24-0000228	Amount: \$31,512.97 Court File / Reference No.: 756431326TE0002	February 13, 2030

SCHEDULE "C"

Permitted Encumbrances

- All Encumbrances securing the Assumed Trinity Loan Obligations.
- All Encumbrances securing the Assumed Trinity DIP Obligations, including without limitation those created by the Loan Agreements, but not including the Trinity DIP Charge.
- All Encumbrances securing the Assumed Avren DIP Obligations, including without limitation those created by the Avren Security Agreement, but not including the Avren DIP Charge.
- All Encumbrances securing the Assumed Avren Factoring Obligations, including, without limitation those created by the Factoring Agreement and including the Factor Charge.

**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
(Sale Approval)**

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Jesse Mighton (LSO#: 62291J)

Tel: (416) 777-6255

Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642

Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

Schedule 1.01(ppp)
Permitted Encumbrances

- All Encumbrances securing the Assumed Trinity Loan Obligations.
- All Encumbrances securing the Assumed Trinity DIP Obligations, including without limitation those created by the Loan Agreements, but not including the Trinity DIP Charge.
- All Encumbrances securing the Assumed Avren DIP Obligations, including without limitation those created by the Avren Security Agreement, but not including the Avren DIP Charge.
- All Encumbrances securing the Assumed Avren Factoring Obligations, including, without limitation those created by the Factoring Agreement and including the Factor Charge.

Schedule 1.01(qqqq)
Transaction Regulatory Approvals to be Obtained Prior to the Closing Time

- ICA Clearance

Schedule 2.01(d)
Assumed Contracts

- Client Agreement dated June 22, 2023 by and between the Proposal Company and Hertford Advisors
- Go-For Software Development and Maintenance Agreement dated April 17, 2017 by and between the Proposal Company and TechVibrant Innovative Solutions Pvt Ltd.
- Service Order Form dated December 29, 2021 by and between the Proposal Company and Zendesk
- Order Form dated February 04, 2022 by and between the Proposal Company and Zoom Video Communications Inc.
- Master End-user License Agreement dated January 10, 2024 by and between the Proposal Company and Red Gate Software Limited
- Livexpat Worldwide Expatriate Insurance Individual Comprehensive Plan dated March 29, 2022 by and between the Proposal Company and MSH International
- Order Form dated January 31, 2024 by and between the Proposal Company and Salesforce.com Canada Corporation
- Wizbang Independent Contractor Agreement dated October 30, 2023 by and between the Proposal Company and Mike Avery
- Independent Consulting Agreement dated October 10, 2023 by and between the Proposal Company and Integnations Inc.
- Service Agreement by and between the Proposal Company and Certn
- Rental Agreement dated November 21, 2023 by and between the Proposal Company and Maxim Truck and Trailer
- Order Form dated October 4, 2022 by and between the Proposal Company and KnowBe4, Inc.
- Asset Purchase Agreement dated December 15, 2023 by and between the Proposal Company and Construction Procurement Technologies Inc. dba SupplyHound
- Letter of Intent dated November 5, 2023 by and between the Proposal Company and Toolbx Inc.
- Statement of Work dated August 22, 2022 by and between the Proposal Company and Woolseley

- Statement of Work dated August 22, 2022 by and between the Proposal Company and Tire Discounter Group
- Master Delivery Services Agreement dated November 27, 2018 between the Proposal Company and the Home Depot of Canada Inc.
- Statement of Work dated September 12, 2022 by and between the Proposal Company and the Home Depot of Canada Inc.
- Statement of Work dated October 20, 2022 by and between the Proposal Company and Floorbox
- Courier Agreement dated July 24, 2020 by and between the Proposal Company and The Sherwin-Williams Company
- Statement of Work dated September 2, 2022 by and between the Proposal Company and Landmark
- Service Agreement dated March 11, 2021 by and between the Proposal Company and Kelly-Moore Paint Company Inc.
- Motor Carrier Services Agreement dated February 24, 2024 by and between the Proposal Company and DeckMart
- Motor Carrier Services Agreement dated May 3, 2022 by and between the Proposal Company and APC Postal
- Services Agreement dated November 9, 2021 by and between the Proposal Company and Atlas Wholesale Food Co.
- Agreement between Proposal Company and Noble subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and Toolkit subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and Rexel CA subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and Emco subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and Ceratec subject to the Proposal Company's standard terms and conditions

- Agreement between Proposal Company and Latest Scoop Retail subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and PPG Dulux subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and Canmade Montreal subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and KJP Select subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and Hardwoods subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and Primetime Paint & Paper subject to the Proposal Company's standard terms and conditions
- Agreement between Proposal Company and Bills Electric subject to the Proposal Company's standard terms and conditions
- All Operator Agreements between the Proposal Company and Fleet Operators
- Statement of Work dated July 14, 2023, between the Proposal Company and Atlas Tools
- Agreement between the Proposal Company and Microsoft M365 subject to Microsoft M365's standard terms and conditions
- Agreement between the Proposal Company Azure Subscriptions subject to Azure Company's standard terms and conditions
- Agreement between Proposal Company and AWS subject to AWS' standard terms and conditions
- Agreement between Proposal Company and Stripe subject to Stripe's standard terms and conditions
- Agreement between Proposal Company and Twilio subject to Twilio's standard terms and conditions
- Agreement between Proposal Company and GoogleAPI subject to GoogleAPI's standard terms and conditions
- Agreement between Proposal Company and Google Playstore subject to Google Playstore's standard terms and conditions

- Agreement between Proposal Company and Apple Store subject to Apple Store's standard terms and conditions
- Agreement between Proposal Company and Firebase subject to Firebase's standard terms and conditions
- Agreement between Proposal Company and GoDaddy subject to GoDaddy's standard terms and conditions
- Agreement between Proposal Company and Google Workspace subject to Google Workspace's standard terms and conditions
- Agreement between Proposal Company and Routific subject to Routific's standard terms and conditions
- Agreement between Proposal Company and Intuit subject to Intuit's standard terms and conditions
- Agreement between Proposal Company and Wagepoint subject to Wagepoint's standard terms and conditions
- Agreement between Proposal Company and Gusto subject to Gusto's standard terms and conditions
- Agreement between Proposal Company and SHEA Gobal subject to SHEA Gobal's standard terms and conditions
- Agreement between Proposal Company and Bamboohr subject to Bamboohr's standard terms and conditions
- Agreement between Proposal Company and Docusign subject to Docusign's standard terms and conditions
- Agreement between Proposal Company and Monday. subject to Monday's standard terms and conditions
- Agreement between Proposal Company and Fountain subject to Fountain's standard terms and conditions
- Agreement between Proposal Company and Mailchimp subject to Mailchimp's standard terms and conditions
- Agreement between Proposal Company and Wordpress subject to Wordpress' standard terms and conditions

- Agreement between Proposal Company and Slack subject to Slack's standard terms and conditions
- Agreement between Proposal Company and Tableau subject to Tableau's standard terms and conditions
- Agreement between Proposal Company and Zoominfo subject to Zoominfo's standard terms and conditions
- Service Cloud and Service Cloud Voice Agreement dated March 13, 2024 between Proposal Company and LaneFour

**Schedule 2.01(e)
Purchased Location**

- N/A

Schedule 2.01(f)
Assumed Authorizations

- N/A

**Schedule 2.01(j)
Purchased IP**

trademarks and IP

Canada trademark application status

- [GoFor Industries](#) Tradename - Filed 2022-04-27 Reference 2181715
- [GoFor](#) Logo - Filed 2020-03-31 Reference 2020431
- [GoFor Delivers](#) Tagline - Filed 2020-03-31 Reference 2020431

logos and icons



Schedule 2.01(k) Business and Domain Names

primary domain names

deliverbetter.com

gofor.io

secondary domain names and redirects

deliverbetter.app	deliverbetter.gives	deliverbetter.photography	gofor-industries.com	gofordeliversconstruction.ca
deliverbetter.bike	deliverbetter.guru	deliverbetter.photos	gofor-us.com	gofordeliversconstruction.com
deliverbetter.biz	deliverbetter.health	deliverbetter.shop	gofor.app	goforindustries.com
deliverbetter.build	deliverbetter.info	deliverbetter.site	gofor.info	goforlivraison.com
deliverbetter.ca	deliverbetter.io	deliverbetter.solutions	gofor.io	goforlogistique.com
deliverbetter.careers	deliverbetter.life	deliverbetter.store	gofor.org	goforondemand.com
deliverbetter.club	deliverbetter.live	deliverbetter.tips	gofordeliver.com	livraisongofor.com
deliverbetter.coffee	deliverbetter.me	deliverbetter.today	gofordeliveries.com	logistiquegofor.com
deliverbetter.com	deliverbetter.menu	deliverbetter.xyz	gofordelivers.ca	mygofor.co
deliverbetter.company	deliverbetter.net	go-for.co	gofordelivers.co	transportgofor.com
deliverbetter.deals	deliverbetter.online	gofor-canada.com	gofordelivers.com	
	deliverbetter.org			

**Schedule 2.02
Excluded Assets**

- N/A

Schedule 2.02(d)
Excluded Contracts

- Any contract or other agreement with 3Q Transformation Partner LLC or any of its Affiliates.

Schedule 2.03
Assumed Liabilities

- All debts, Liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time, in each case provided that such debts, obligations or Liabilities are not due, arising from, or attributable to any default, breach or violation by the Proposal Company of any term or condition of this Agreement.
- The obligation and Liability of the Proposal Company to pay, where Third Party Consent is required under an Assumed Contract (each a “**Consent Required Contract**”), all amounts, costs, fees and expenses required to be paid: (i) to remedy all of the Proposal Company’s monetary defaults in relation to such Assumed Contract, other than those arising by reason only of the Proposal Company’s bankruptcy, insolvency or failure to perform a non-monetary obligation; or (ii) pursuant to the Approval and Vesting Order or the BIA Assignment Order, as applicable, and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to such Consent Required Contract.

Schedule 2.05
Non-Exhaustive List of Certain Enumerated Excluded Liabilities

- Harmonized Sales Tax Liability (estimated to be approximately CAD\$2,007,000 as at March 18, 2024)
- Employer Health Tax Liability (estimated to be approximately CAD\$317,000 (not including penalties or interest) to the end of March 2024 which amount is inclusive of a monthly accrual)

**Schedule 4.09
Subsidiaries**

	Name	Jurisdiction of Incorporation
	GoFor Industries Corp. (i.e. GoForUS)	Delaware
	GoFor Industries, LLC	New York

**T
A
B
F**

THIS IS **EXHIBIT "F"** REFERRED TO IN THE
AFFIDAVIT OF DILLON MCDONALD, SWORN BEFORE
ME THIS 28th DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

FACTORING AGREEMENT

This Factoring Agreement (this "**Agreement**") dated March 28, 2024 between Avren FinServe, LLC (the "**Purchaser**"), as purchaser, and Go-For Industries Inc. (the "**Vendor**").

RECITALS

WHEREAS, the Vendor has commenced proceedings (the "**Proceedings**") under Part III, Division I of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the "**BIA**") in the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in Toronto, Ontario;

AND WHEREAS, pursuant to a debtor-in-possession financing term sheet dated as of March 20, 2024 among the Vendor, as borrower, GoFor Industries Corp. ("**GoFor US**"), as guarantor, and the Purchaser, as lender (as amended, supplemented, restated or otherwise modified, the "**DIP Term Sheet**"), the Purchaser agreed to provide financing to the Vendor during the pendency of the Proceedings;

AND WHEREAS, the Vendor is a party to a Home Depot Final Mile Statement of Work, by and between the Vendor and Home Depot of Canada Inc. ("**Home Depot**"), dated October 1, 2022, as amended (as so amended, and as may be further amended, restated, or supplemented from time to time, the "**HD SOW**") which is controlled by the Master Delivery Services Agreement, by and between the Vendor and Home Depot, dated November 27, 2018 (the "**HD MSA**", and together with the HD SOW, the "**HD Contract**");

AND WHEREAS, in connection with the services provided by the Vendor under the HD Contract, the Vendor from time to time issues invoices to Home Depot (each, an "**Invoice**") resulting in certain accounts receivable and/or other monies payable by cash, check, electronic or wire transfer or other form of monetary payment to the Vendor from Home Depot in respect of such services provided under the HD Contract (collectively, the "**Receivables**");

AND WHEREAS, the Vendor wishes to sell a portion of its Receivables from the HD Contract to the Purchaser to obtain operating capital for its business and for other purposes; and

AND WHEREAS, the Purchaser is willing to purchase such certain Receivables of the Vendor, on and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Accounts Receivable.

- (a) The Vendor hereby agrees to irrevocably sell, assign and transfer to the Purchaser, making the Purchaser the absolute owner of the Vendor's designated future Receivables, accounts, contract rights and other obligations arising from or relating to monies payable from Home Depot to the Vendor under the HD Contract pursuant to such Invoice for the payment of the Vendor's sale of goods or services, as particularized in:

- (i) Invoices that may hereafter be issued which may be designated by the Vendor, with the agreement of the Purchaser for sale pursuant to this agreement, and all such future Receivables deriving therefrom that may from time to time arise.
- (b) Each future sale of designated Invoices shall be in consideration of the funds remitted by the Purchaser to the Vendor at the time of such sale for such Invoice which shall be the value of the receivables under a given Invoice subject to a purchase discount of 3.2% (the "**Purchase Discount**"), in denominations of no less than USD\$200,000 for any given future sale of designated Invoices or such other lesser amount as may be from time to time determined by the Purchaser, in its sole discretion (each, a "**Purchase Price**", and the aggregate of all such Purchase Prices, the "**Total Purchase Price**").
- (c) The Purchaser agrees to purchase all existing and future Receivables under the Invoices from Vendor pursuant to Section 1(a) above in single purchases of no less than USD\$200,000 until a Total Purchase Price of USD\$1,000,000 (the "**Maximum Purchase Price**") in Receivables have been sold by the Vendor to the Purchaser, *provided, however*, that as Receivables are collected by the Purchaser (or by the Vendor as the Purchaser's agent under Section 3(a)), the amount of Receivables collected shall no longer be counted when determining the Maximum Purchase Price, such that only Invoices and the Receivables derived in connection therewith that remain outstanding and unpaid shall be counted in determining whether the Maximum Purchase Price has been reached.
- (d) Upon the sale of each Invoice to the Purchaser in connection with the terms of this Agreement, the Vendor shall mark such sold Invoice with the phrase "Sold pursuant to a certain factoring agreement among, *inter alios*, Go-For Industries Inc., as vendor", with such denoted Invoices accompanied by a written acknowledgement by the Purchaser of such sale.
- (e) If additional amounts in excess of the Maximum Purchase Price are required by the Purchaser in connection with the DIP Budget (as such term is defined in the DIP Term Sheet), the Vendor may, on ten (10) days written notice to the Purchaser, request an increase to the Maximum Purchase Price up to an aggregate of USD\$2,500,000 (the "**Increased Maximum Purchase Price**"), provided, however, that:
 - (i) The Purchaser, in its sole discretion, may accept such request upon written reply to the Vendor, and provide the Increased Maximum Purchase Price; provided that no Event of Default under this Agreement, the DIP Term Sheet or any such other document, agreement, instrument or otherwise has occurred unless otherwise waived by the Purchaser; and
 - (ii) The Increased Maximum Purchase Price shall become available on the date approved by the Purchaser and the purchase and sale of Receivables in connection with the Increased Maximum Purchase Price shall be administered in accordance with the terms and conditions specified under this Section 1 of this Agreement.
- (f) Subject to Section 1(c), the Purchaser agrees to purchase designated Receivables up to the Maximum Purchase Price without recourse, except as otherwise provided in Sections 2(a)

and 2(b) for a purchase price equal to the Maximum Purchase Price less the Purchase Discount. The Purchaser will purchase such Receivables by delivery of the Purchase Price to the account set forth on Exhibit B in immediate, same day funds:

- (i) in connection with each designated Invoice that may hereinafter be issued, within three Business Days of the receipt by the Purchaser from the Vendor of such Invoice.
- (g) Each of the Vendor and the Purchaser intend that every transfer and assignment of Receivables by the Vendor to the Purchaser under this Agreement shall comprise an irrevocable sale and absolute transfer of such Receivables by the Vendor to the Purchaser and is not intended, and shall not be construed, as a loan or an assignment by way of security.
- (h) Each of the Vendor and the Purchaser agree that the Purchaser will act as agent for the Vendor in relation to recording or registering ownership of any Receivable conveyed to the Purchaser by Home Depot hereunder, and that the Purchaser books and records relating to the ownership of any Receivable conveyed to the Purchaser by Home Depot hereunder will comprise the definitive records of, and ledger or register identifying ownership of, any such Receivable, both as among Home Depot, the Vendor and the Purchaser or as between the Purchaser and any assignees or transferees of such Receivables or interests therein by the Purchaser.
- (i) The Vendor will not purport to sell, pledge, assign or convey, nor cause or permit to cause Home Depot to sell, pledge, assign or convey, to any person other than the Purchaser any Receivable conveyed to the Purchaser hereunder, and will ensure that all third parties that may inquire (including any creditors or potential creditors of the Vendor or Home Depot) understand that Receivables conveyed to the Purchaser hereunder are absolutely and irrevocably owned by the Purchaser and not by the Vendor, and as reflected in the Purchaser's books and records relating to ownership of such Receivable.

2. Purchaser Assumption of Credit Risk.

- (a) The Vendor may not change the sales, payment or other terms, or cause Home Depot to change the sales, payment or other terms, related to a Receivable, including the sales amount, from the information provided to the Purchaser pursuant to Section 1(a), without the Purchaser's express written consent.
- (b) The Purchaser assumes the risk ("**Credit Risk**") of any loss due solely to the inability of Home Depot to pay the related invoice at maturity which is set forth in the HD Contract and related invoice.

3. Collections.

- (a) Following the date of this Agreement, the Purchaser will take reasonable steps to effect, or cause to effect, the Bank Account Opening or to reach an agreement with Home Depot for the direct deposit of Receivables into the U.S. Account (as defined below).

- (b) Until the earlier of: (i) the Purchaser creates and opens an applicable Canadian domiciled bank account (the "**Account**", and such opening of the Account, the "**Bank Account Opening**"), if at all, or (ii) Home Depot agrees to make payments of Receivables directly to the Purchaser's existing United States domiciled bank account specified at Exhibit A (the "**U.S. Account**"), the Vendor and the Purchaser agree and acknowledge:
- (i) The Vendor shall act as the Purchaser's agent for collection, and use commercially reasonable best efforts in compliance with all applicable laws and regulations to direct, effect or cause to effect all amounts due under the Receivables as servicer of such Receivable and as agent for the Purchaser (or its successors or assigns), in the Vendor's own account for the benefit of the Purchaser as owner of such Receivable.
 - (ii) The Purchaser hereby appoints the Vendor as its attorney-in-fact to ask for, demand, take, collect, sue for and receive all payments made in respect of such Receivables and to enforce all rights and remedies under such Receivables.
 - (iii) The Vendor is designated as the Purchaser's assignee for collection, provided that such appointment as attorney-in-fact or assignee for collection may be revoked by the Purchaser at any time with written notice to the Vendor by the Purchaser.
 - (iv) In the enforcement or the collection of amounts due under Receivables, the Vendor, with the consent of the Purchaser, may commence any legal proceedings in its own name as assignee for collection or on behalf of the Purchaser. In no event shall the Vendor intentionally take any action which would make the Purchaser a party to any litigation or arbitration proceeding without the Purchaser's prior written consent.
- (c) Following the Bank Account Opening, if at all, or Home Depot agreeing to make payments of Receivables directly to the U.S. Account, the Vendor and the Purchaser agree and acknowledge:
- (i) The Vendor will cause Home Depot to immediately and directly deposit the Receivables and all payments in connection with the Invoices into the Account or the U.S. Account, as applicable, and the Purchaser shall be transferred by Home Depot all such other amounts collected by Home Depot or the Vendor in any other respect in connection with the Receivables and the Invoices.
 - (ii) The Vendor will take, all commercially reasonable lawful efforts necessary corporate and documentary action and processes, as applicable, to attempt to effect the direct deposit by Home Depot of all Receivables into the Account or the U.S. Account, as applicable, each and every Business Day until the Purchaser has received into the Account or the U.S. Account, as applicable, an amount equal to the Maximum Purchase Price or Increased Maximum Purchase Price, as applicable.
 - (iii) The Vendor will use commercially reasonable lawful efforts to cause Home Depot to provide the Purchaser with same day notice of amounts paid from Home Depot into the Account or the U.S. Account, as applicable, and any amount paid to the Vendor in respect of all Purchase Prices.

- (iv) For greater certainty, the provisions contained in this Section 3(c) hereby shall only be operative and in force and effect upon the occurrence of the Bank Account Opening, if at all, or Home Depot agreeing to make payments of Receivables directly to the U.S. Account.
- (d) In addition to the foregoing, the Vendor and the Purchaser agree and acknowledge:
- (i) All payments from Home Depot that the Vendor receives prior to or following the Bank Account Opening or Home Depot agreeing to make payments of Receivables directly to the U.S. Account, up to the Maximum Purchase Price or the Increased Maximum Purchase Price, as the case may be, are the property of the Purchaser, and such payments shall be received in trust for the Purchaser and, forthwith upon receipt, paid over to the Purchaser up until satisfaction of the Maximum Purchase Price or the Increased Maximum Purchase Price, as the case may be, and shall be secured by, among other security, the Factor Charge.
 - (ii) The Vendor, as independent contractor and servicer, will continue to service and administer the Receivables to the extent necessary to maintain the Receivables in good standing.
 - (iii) The Vendor agrees to use due diligence and commercially reasonable lawful efforts to cause the direct deposit by Home Depot if after the Bank Account Opening or Home Depot agreeing to make payments of Receivables directly to the U.S. Account, or collection and transfer to the Purchaser if prior to the Bank Account Opening or any such agreement by Home Depot to deposit Receivables in the U.S. Account, as the case may be, all amounts owed by Home Depot on each Receivable to the Purchaser when the same becomes due.
 - (iv) The Vendor will have no ownership interest in any Receivable for which the Purchaser has paid the Vendor an applicable Purchase Price.

4. Representations, Warranties, and Covenants. In addition to the representations, warranties and covenants contained in the DIP Term Sheet (each of which are incorporated herein by reference), as of the date of this Agreement, the Vendor represents and warrants to the Purchaser as follows:

Receivables.

- (a) All Receivables are at the time of applicable sale to the Purchaser: (i) bona fide obligations of Home Depot arising out of the sale of goods or the rendering of services in the ordinary course of business, free and clear of liens, encumbrances, and/or security interests ("**Liens**"), with the exception of any Court-ordered charges granted in the Proceedings which shall, upon the Court granting the Factor Order, be subordinate to the Factor Charge solely in of the Receivables, (ii) owned by the Vendor without any lien or encumbrance on, or security interest, in any of the Receivables, unless otherwise approved by the Purchaser; and (iii) are not subject to any dispute, deduction, setoff, defense, claim, or counterclaim of Home Depot against the Vendor relating to the goods or services giving rise to a Receivable (a "**Dispute**");

- (b) At the time of this Agreement, notwithstanding the Account is may not yet be opened by the Purchaser, all such documents, instruments, certificates, consents, notices and otherwise, if at all, have been provided, executed and delivered, as the case may be, in respect of the deposit of the Receivables into the Purchaser's Account directly by Home Depot without any intermediary action, proceedings or involvement by the Vendor in connection with such direct deposit.
- (c) The Vendor is not aware of any Dispute related to the Receivables, any pending or impending Dispute or cancellation by Home Depot relating to the goods or services giving rise to a Receivable and do not have a reason to believe such Receivable will be non-performing.
- (d) The Vendor shall promptly notify the Purchaser of any Dispute. The Vendor shall settle all Disputes at its own expense, including attorneys' fees. If any Dispute is not settled by the Vendor within sixty (60) days after maturity of the invoice, or within any shorter period specified by the Purchaser, the Purchaser in its sole discretion may litigate such Dispute, or may settle or compromise such Dispute in the Vendor's name and for the Vendor's accounts on such terms as the Purchaser deems reasonable.
- (e) The Vendor shall not create, nor will it permit to exist, Liens with respect to Receivables, except in favor of the Purchaser.
- (f) The Vendor shall immediately suspend delivery of all goods or services provided by the Vendor to Home Depot upon non-payment of any payments due from Home Depot (including any periodic payment in connection with a subscription service), Home Depot non-renewal, or a determination by Home Depot to cease using and paying for such goods, services or software.

5. Events of Default and Remedies.

- (a) The occurrence of any of the following events or conditions shall constitute an "**Event of Default**":
 - (i) any of the events or conditions that constitute an "**Event of Default**" under Section 22 of the DIP Term Sheet (which are incorporated herein by reference) or Section 11.01 of the APA (as defined below);
 - (ii) the Vendor fails to pay any payment to the Purchaser of all amounts with respect to the Maximum Purchase Price, including amounts recovered by the Vendor on account of payments previously made by Home Depot on the Receivables, and such failure remains unremedied for ten (10) Business Days;
 - (iii) any representation or warranty made by the Vendor under this Agreement proves to have been false on the date made, excluding any representation or warranty set forth in Section 4 that is false or misleading solely with respect to a single Receivable; or
 - (iv) the Vendor starts directing Home Depot's payments to an account other than the Account or the U.S. Account, in each case without the Purchaser's prior written approval.

- (b) If an Event of Default occurs, then the Purchaser may do one or more of the following (subject to Section 5(c)):
 - (i) by notice to the Vendor, declare the Maximum Purchase Price to be due and payable, whereupon the same shall immediately become due and payable; or
 - (ii) terminate this Agreement pursuant to Section 8(b).
- (c) Upon a declaration that the Maximum Purchase Price is due and payable in accordance with Subsection 5(b)(i), the Purchaser may commence such legal action or proceedings as the Purchaser, in its sole discretion, deem expedient, including the commencement of enforcement proceedings under the Security Documents (as hereinafter defined), all without any additional notice, presentation, demand, protest, notice of dishonour, entering into of possession of any property or assets, or any other action or notice, all of which are expressly waived by the Vendor.

6. Security Documents

As general and continuing collateral security for the performance of the Vendor's obligations under this Agreement, including, without limitation, any payments required to be made by the Purchaser to, and on behalf of the Vendor pursuant to this Agreement, in addition to the Factor Charge (as defined below), the following security documents (collectively, the "**Security Documents**") shall be executed and delivered to the Purchaser, which shall be in form and substance satisfactory to the Purchaser:

- (a) an assignment of accounts receivable from the Vendor in favour of the Purchaser in respect of the Receivables; and
- (b) a general security agreement from the Vendor in favour of the Purchaser.

7. Conditions Precedent to the Effectiveness of this Agreement

The effectiveness of this Agreement is subject to the satisfaction, or waiver by the Purchaser, of the following conditions precedent:

- (a) no Event of Default has occurred or is continuing or would arise immediately after giving effect to this Agreement;
- (b) no Event of Default has occurred or is continuing under the DIP Term Sheet or the APA;
- (c) the Purchaser has received, in form and substance satisfactory to the Purchaser, the Security Documents;
- (d) the Court shall have entered an order (the "**Factor Order**"), in form and substance acceptable to the Purchaser in its sole discretion, which shall approve this Agreement in respect of the irrevocable sale of the Receivables to the Purchaser and which shall grant a first-priority court ordered charge in favour of the Purchaser on the Receivables to secure

the performance of the Vendor's obligations under this Agreement, including, without limitation, the Vendor's obligations under Section 3(d)(iii) (the "**Factor Charge**");

- (e) the Court shall have entered an order, in form and substance acceptable to the Purchaser in its sole discretion, which shall approve the DIP Term Sheet and grant a priority charge in favour of the Purchaser on the Collateral (as that term is defined in the DIP Term Sheet) free and clear of all Liens, except for Permitted Priority Liens (as those terms are defined in the DIP Term Sheet);
- (f) the Court shall have entered an order, in form and substance acceptable to the Purchaser in its sole discretion, approving a binding asset purchase agreement (the "**APA**") among the Vendor, as vendor, and 1000826405 Ontario Inc. (the "**APA Purchaser**"), as purchaser, pursuant to which the APA Purchaser purchases the assets specified in the APA, which, for greater certainty, shall exclude the Receivables which shall have been conveyed to the Purchaser pursuant to this Agreement;
- (g) the Vendor has obtained and delivered to the Purchaser all required documents, instruments, certificates, consents, notices and otherwise, as the case may be, permitting the deposit of the Receivables into the Purchaser's Account directly by Home Depot without any intermediary action, proceedings or involvement by the Vendor; and
- (h) all representations and warranties of the Vendor contained in Section 4 of this Agreement and in each of the other Security Documents are true, accurate, and complete as of the date of this Agreement.

8. Term and Termination.

- (a) Unless earlier terminated as provided in Section 8(b), this Agreement shall be effective as of the date first written above and shall continue in full force and effect until the earlier of:
 - (i) The Maximum Purchase Price or the Increased Maximum Purchase Price, as applicable has been paid in full, or
 - (ii) May 24, 2024, unless extended by mutual agreement of the parties hereto, with the consent of Trinity Capital Inc.
- (b) This Agreement may be terminated by the Purchaser giving written notice to the Vendor, following the occurrence of an Event of Default.
- (c) This Agreement may be terminated by either party giving written notice to the other, specifying a termination date not less than ninety (90) days from the date of such notice. Termination of this Agreement will not affect any outstanding obligations on behalf of the Vendor.

9. Miscellaneous.

- (a) **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed given upon the first to occur of (i) deposit with the United States Postal

Service or overnight courier service, properly addressed, and postage prepaid; (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day; (iii) transmittal by electronic means, including email, properly addressed; or (iii) actual receipt by an employee or agent of the other party. Notices hereunder shall be sent to the following addresses, or to such other address as such party shall specify in writing.

If to the Vendor:

Go-For Industries Inc.
c/o Dillon McDonald
181 Bay Street, Suite 440
Toronto, ON M5J 2T3
Email: d@deliverbetter.com

If to the Purchaser:

Avren FinServe, LLC
4805 Point Pleasant Pike
Doylestown PA 18902
Email: mike@avren-fin.co

- (b) **Amendments and Waivers.** Neither this Agreement nor any provision hereof may be amended, modified, or waived except in writing signed by both parties. No failure to exercise and no delay in exercising, on the part of the Purchaser or of the Vendor, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.
- (c) **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Vendor acknowledges and agrees that the Purchaser may sell or collaterally assign any Receivables already accepted by the Purchaser at any point in time, and the Purchaser further has the right to assign to such assignee any and all of the Purchaser remedies under this Agreement, to the extent relating to such receivables.
- (d) **Counterparts; Integration.** This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect to the subject matter hereof.
- (e) **Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken

from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

- (f) **Limitation of Liability.** THE PURCHASER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF THE VENDOR, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LACK OR LOSS OF PRODUCTIVITY, COST OF SUBSTITUTE EQUIPMENT OR SERVICES, EXCEPT THOSE WHICH ARISE PURSUANT TO THE PURCHASER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIM IN ADVANCE.
- (g) **Governing Law; Jurisdiction; Consent to Service of Process.**
 - (i) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The parties agree the courts of the Province of Ontario shall have exclusive jurisdiction over all matters relating to this Agreement, and the parties hereby irrevocably submit to the jurisdiction of such courts.
 - (ii) Each party hereto waives personal service of process and irrevocably consents to the service of process by registered or certified mail at the address set forth for notices in Section 9(a).
- (h) **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the DIP Term Sheet, the provisions of this Agreement shall govern and prevail to resolve the conflict or inconsistency.
- (i) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement on the date indicated above, but effective as of March 28, 2024.

GO-FOR INDUSTRIES INC.

By: _____
Name: Dillon McDonald
Title: CEO

AVREN FINSERVE, LLC

By: _____
Name: Michael Lousteau
Title: Managing Member

EXHIBIT A

ACCOUNT INFORMATION RESERVED DUE TO CONFIDENTIALITY

EXHIBIT B

ACCOUNT INFORMATION RESERVED DUE TO CONFIDENTIALITY

**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

AFFIDAVIT OF DILLON MCDONALD

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Jesse Mighton (LSO #62291J)

Tel: (416) 777-6255

Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642

Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

TAB 3

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

THE HONOURABLE) WEDNESDAY, THE 3rd
)
JUSTICE [●]) DAY OF APRIL, 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
(Stay Extension, Factoring Agreement and Second Report)**

THIS MOTION, made by Go-For Industries Inc. (the “**Company**”) for an order pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), among other things: (a) extending the time for the Company to file a proposal and granting a corresponding stay of proceedings until and including June 4, 2024 (the “**Stay Period**”); (b) approving and authorizing the Company to enter into the Factoring Agreement dated as of March 28, 2024 (the “**Factoring Agreement**”) by and between the Company and Avren FinServe, LLC (“**Avren**”) and the transactions contemplated therein (the “**Factoring Transactions**”); and (c) approving the Factor Charge (as defined below), was heard this day by judicial video conference via Zoom.

ON READING the Affidavit of Dillon McDonald sworn March 28, 2024 and the Exhibits thereto (the “**McDonald Affidavit**”), the Second Report of KSV Restructuring Inc. dated March [●], 2024 (the “**Second Report**”), in its capacity as Proposal Trustee (the “**Proposal Trustee**”), and on hearing the submissions of counsel for the Company, counsel for Avren, counsel for Trinity Capital Inc., counsel for

the Proposal Trustee, and such other parties as listed on the Participant Information Form, with no one else appearing although properly served as appears from the affidavit of service of Milan Singh-Cheema, filed,

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Factoring Agreement, the McDonald Affidavit or the Initial Order dated March 25, 2024 (the “**Initial Order**”), as the case may be.

EXTENSION OF STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that pursuant to Section 50.4(9) of the BIA, the time for the Company to file a proposal, and the corresponding Stay Period and stay of proceedings provided for in section 69 of the BIA, be and is hereby extended until and including June 4, 2024.

FACTORING AGREEMENT

3. **THIS COURT ORDERS AND DECLARES** that the Factoring Transactions are hereby approved, and the execution of the Factoring Agreement by the Company is hereby authorized and approved, with such amendments as the Company and Avren, with the approval of the Proposal Trustee, may deem necessary. The Company and the Proposal Trustee are 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 Factoring Transactions and for the conveyance of the Receivables (as defined in the Factoring Agreement) to Avren.

FACTOR CHARGE

4. **THIS COURT ORDERS** that Avren is hereby granted a first charge (the “**Factor Charge**”) on only the Receivables (the “**Factor Collateral**”), which charge shall not exceed the Maximum Purchase Price or the Increased Maximum Purchase Price under the Factoring Agreement, as the case may be (the

“**Monetary Limit**”), to secure the payment and performance of the Company’s obligations under the Factoring Agreement. The Factor Charge shall have the priority set out in paragraph 5 hereof.

5. **THIS COURT ORDERS** that paragraphs 30 to 35 of the Initial Order shall apply *mutatis mutandis* to the Factor Charge in favour of Avren, and the Factor Charge shall constitute a “Charge” (as defined in paragraph 31 of the Initial Order). Notwithstanding anything to the contrary in the Initial Order, the relative priority of the Administration Charge, the Factor Charge, the Trinity DIP Lender’s Charge, the Avren DIP Lender’s Charge, the Directors’ Charge and the Expense Reimbursement Charge shall be as follows:

- (a) First - the Administration Charge (to the maximum amount of \$300,000 on the Property excluding the Factor Collateral) and the Factor Charge (to the maximum amount of the Monetary Limit on the Factor Collateral only);
- (b) 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;
- (c) Third - the Directors’ Charge (to the maximum amount of \$625,000); and
- (d) Fourth - the Expense Reimbursement Charge (to the maximum amount of \$70,000).

APPROVAL OF THE SECOND REPORT

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

GENERAL

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

8. **THIS COURT ORDERS** that the Company, the Proposal Trustee, or Avren may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

9. **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 and the Proposal Trustee and their 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, Avren, and 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 Company, Avren, and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that each of the Company, the Proposal Trustee, and Avren be at liberty and are 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.

11. **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.

**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

(Stay Extension, Factoring Agreement and Second Report)

BENNETT JONES LLP

One First Canadian Place, Suite 3400

P.O. Box 130

Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Jesse Mighton (LSO#: 62291J)

Tel: (416) 777-6255

Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642

Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

TAB 4

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

THE HONOURABLE) WEDNESDAY, THE 3rd
)
JUSTICE [●]) DAY OF APRIL, 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
(Sale Approval)**

THIS MOTION, made by Go-For Industries Inc. (the “**Company**”) for an order pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), among other things, approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement dated as of March 20, 2024 (the “**Sale Agreement**”) between the Company, as seller (in such capacity, the “**Seller**”) and 1000826405 Ontario Inc. as purchaser (the “**Purchaser**”) and vesting in the Purchaser all of the Seller’s right, title and interest in and to the Purchased Assets, as defined in the Sale Agreement (the “**Purchased Assets**”), was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Dillon McDonald sworn March 28, 2024 and the Exhibits thereto (the “**Dillon Affidavit**”), the Second Report of KSV Restructuring Inc. dated March [●], 2024 (the “**Second Report**”), in its capacity as Proposal Trustee (the “**Proposal Trustee**”), and on hearing the submissions of counsel for the Company, counsel for the Purchaser, counsel for the Proposal Trustee, and such other parties as listed on the Participant Information Form, with no one else appearing although properly served as appears from the affidavit of service of Milan Singh-Cheema, 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 capitalized terms used but not defined in this Order shall have the meanings given to them in the Sale Agreement or the Dillon Affidavit, as the case may be.

SALE APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Seller and the Purchaser, with the approval of the Proposal Trustee, may deem necessary. The Seller and the Proposal Trustee are 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.
4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Proposal Trustee and Seller to proceed with the Transaction and that no shareholder, partner, or other approvals shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a certificate by the Proposal Trustee to the Seller and the Purchaser or their respective counsel substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Seller's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, 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, rights of distraint, 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 Initial Order of the Honourable Justice Steele issued March 25, 2024, including, without limitation, the Trinity DIP Lender’s Charge, the Avren DIP Lender’s Charge, the Administrative Charge, the Directors’ Charge, and the Expense Reimbursement Charge (as each of those terms are defined in the Initial Order); (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; (iii) all amounts assessed or otherwise sought by any provincial taxing authority relating to tax liabilities of the Company for tax periods, or parts thereof, ending on or before the Closing Date; and (iv) those Claims listed on **Schedule “B”** (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances listed on **Schedule “C”**, the “**Permitted 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 upon the issuance of the Proposal Trustee’s Certificate, any of the Seller, the Purchaser or the Proposal Trustee, shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets (including by filing such financing change statements in the Ontario Personal Property Registry (or any analogous legislation as may be necessary) provided that the Seller, the Purchaser and the Proposal Trustee shall not be authorized to effect any discharge that would have the effect of releasing any Encumbrances against any property other than the Purchased Assets.

7. **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.

8. **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.

9. **THIS COURT ORDERS** that the Proposal Trustee may rely on written notice from the Seller and the Purchaser or their respective counsel regarding fulfillment of the conditions to Closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Proposal Trustee's Certificate.

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 Seller and any bankruptcy order issued pursuant to any such applications;
and
- (c) any assignment in bankruptcy made in respect of the Seller;

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 Seller and shall not be void or voidable by creditors of the Seller, 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.

SELLER NAME CHANGE

11. **THIS COURT ORDERS** that, notwithstanding the provisions of the *Canada Business Corporations Act* (“CBCA”) or similar provision of any other applicable federal or provincial legislation, the Company shall be and is hereby authorized and directed, upon filing of the Proposal Trustee’s Certificate (or, at the Company’s discretion, at any time before), to take any appropriate action to change the Seller’s and its Affiliates’ respective names to a name which does not include the words “GoFor” or “GoFor Industries” or any part thereof or any similar words, including, but not limited to, filing articles of amendment in accordance with the CBCA or any other applicable federal or provincial legislation, for and on behalf of the Company and its Affiliates for the sole purpose of complying with this paragraph 11, and this Court hereby directs the Director (as defined in the CBCA) and any analogous governmental authority to endorse, certify, and/or issue such documents and take such further actions as are necessary to give effect to this paragraph 11.

DISCLOSURE OF PERSONAL INFORMATION

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Seller and the Proposal Trustee are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Seller’s records pertaining to the Seller’s past and current employees. 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 Seller.

GENERAL

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

14. **THIS COURT ORDERS** that the Company, the Propossal Trustee or the Purchaser may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

15. **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 and the Proposal Trustee and their 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 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 Company and the Proposal Trustee and their agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that each of the Company, the Proposal Trustee and the Purchaser be at liberty and are 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.

17. **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.

SCHEDULE "A"

Form of Proposal Trustee's Certificate

Estate File No. 31-31-459813

**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.**

Applicant

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

- A. On March 20, 2024, Go-For Industries Inc. (the "**Company**" or the "**Seller**") filed a Notice of Intention to Make a Proposal pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").
- B. KSV Restructuring Inc. was appointed as Proposal Trustee of the Company (the "**Proposal Trustee**").
- C. Pursuant to an Order of the Court dated April 3, 2024 (the "**Approval and Vesting Order**"), the Court approved an Asset Purchase Agreement dated as of March 20, 2024 (the "**Sale Agreement**") between the Seller and 1000826405 Ontario Inc. as purchaser (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Seller's right, title and interest in and to the Purchased Assets (the "**Transaction**"), which vesting is to be effective with respect to the Purchased Assets upon the Proposal Trustee's delivery to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price, including the Cash Consideration (if any), for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Seller and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

D. Pursuant to the Approval and Vesting Order, the Proposal Trustee may rely on written notice from the Seller and the Purchaser or their respective counsel regarding fulfillment of conditions to closing under the Sale Agreement.

E. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid the Purchase Price, including the Cash Consideration (if any), for the Purchased Assets pursuant to the Sale Agreement.

2. The Seller and the Purchaser or their respective counsel have each delivered written notice to the Proposal Trustee that the conditions to Closing under the Sale Agreement 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 _____ [DATE].

**KSV RESTRUCTURING INC. in its capacity
as Proposal Trustee of Go-For Industries Inc.
and not in its personal capacity**

Per: _____
Name:
Title:

SCHEDULE "B"

Encumbrances to be Expunged and Discharged from the Purchased Assets

(A) Personal Property Security Interests

1. Ontario

(i) *Personal Property Security Act (Ontario)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
Go-For Industries Inc.	His Majesty in Right of Ontario Represented by the Minister of Finance	789037011/ 20221205 1300 1031 5086 20240125 1354 1031 4160	Inventory, Equipment, Accounts, Other \$325,341 Date of Maturity: December 5, 2027	December 5, 2027
Go-For Industries Inc.	His Majesty in Right of Ontario Represented by the Minister of Finance	791318574/ 20230308 1434 1031 7317	Inventory, Equipment, Accounts, Other \$75,967 Date of Maturity: March 8, 2028	March 8, 2028

(B) Writs of Execution

1. Ontario

(i) *Execution Act (Ontario)*

DEBTOR NAME(S)	CREDITOR NAME(S)	SHERIFF JURISDICTION / CERTIFICATE NO.	EXECUTION NO.	ADDITIONAL INFORMATION	EXPIRY DATE
Go-For Industries Inc.	Ministry of Finance	Ottawa/48999864- 4981528B	23-0000344	Amount: \$75,967.35 Court File / Reference No.: 756431326TE0001	March 7, 2029
Go-For Industries Inc.	Ministry of Finance	Ottawa/48999873- 0827844B	24-0000159	Amount: \$325,340.96 Court File / Reference No.: 756431326TE0002	January 24, 2030
Go-For Industries Inc.	Ministry of Finance	Ottawa/48999881- 3357994B	24-0000228	Amount: \$31,512.97 Court File / Reference No.: 756431326TE0002	February 13, 2030

SCHEDULE "C"

Permitted Encumbrances

- All Encumbrances securing the Assumed Trinity Loan Obligations.
- All Encumbrances securing the Assumed Trinity DIP Obligations, including without limitation those created by the Loan Agreements, but not including the Trinity DIP Charge.
- All Encumbrances securing the Assumed Avren DIP Obligations, including without limitation those created by the Avren Security Agreement, but not including the Avren DIP Charge.
- All Encumbrances securing the Assumed Avren Factoring Obligations, including, without limitation those created by the Factoring Agreement and including the Factor Charge.

**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
(Sale Approval)**

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Jesse Mighton (LSO#: 62291J)

Tel: (416) 777-6255
Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642
Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527
Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

TAB 5

Revised: January 21, 2014

Court File No. —: BK-24-00459813-0031

Estate File No.: 31-459813

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

~~JUSTICE~~

)

)

)

~~WEEKDAY~~ WEDNESDAY,

THE #

DAY OF MONTH,

~~20YR~~ 3rd

JUSTICE [●]

)

)

DAY OF APRIL, 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.

~~BETWEEN:~~

PLAINTIFF

Plaintiff

~~—and—~~

DEFENDANT

Defendant

~~APPROVAL AND VESTING~~

ORDER
(Sale Approval)

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor") for an order Go-For Industries Inc. (the "Company") for an order pursuant to the Bankruptcy and

Insolvency Act (Canada) (the "BIA"), among other things, approving the sale transaction (the "Transaction") contemplated by an ~~agreement of purchase and sale~~ Asset Purchase Agreement dated as of March 20, 2024 (the "Sale Agreement") between the ~~Receiver and [NAME OF PURCHASER]~~ Company, as seller (in such capacity, the "Seller") and 1000826405 Ontario Inc. as purchaser (the "Purchaser") ~~dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report")~~, and vesting in the Purchaser all of the Debtor ~~Seller~~'s right, title and interest in and to the ~~assets described~~ Purchased Assets, as defined in the Sale Agreement (the "Purchased Assets"), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by judicial videoconference via Zoom.

ON READING the ~~Report~~ Affidavit of Dillon McDonald sworn March 28, 2024 and the Exhibits thereto (the "Dillon Affidavit"), the Second Report of KSV Restructuring Inc. dated March [●], 2024 (the "Second Report"), in its capacity as Proposal Trustee (the "Proposal Trustee"), and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any~~ Company, counsel for the Purchaser, counsel for the Proposal Trustee, and such other ~~person~~ parties as listed on the ~~service list,~~ Participant Information Form, with no one else appearing although properly served as appears from the affidavit of ~~[NAME] sworn [DATE]~~ service of Milan Singh-Cheema, filed[†],

[†]This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

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 capitalized terms used but not defined in this Order shall have the meanings given to them in the Sale Agreement or the Dillon Affidavit, as the case may be.

SALE APPROVAL AND VESTING

3. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the ~~Receiver~~³Seller is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Seller and the Purchaser, with the approval of the Proposal Trustee, may deem necessary. The ~~Receiver is~~Seller and the Proposal Trustee are 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.

4. THIS COURT ORDERS AND DECLARES that this Order shall constitute the only authorization required by the Proposal Trustee and Seller to proceed with the Transaction and that no shareholder, partner, or other approvals shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

5. ~~2.~~ THIS COURT ORDERS AND DECLARES that upon the delivery of a ~~Receiver's~~ certificate by the Proposal Trustee to the Seller and the Purchaser or their respective counsel substantially in the form attached as Schedule "A" hereto (the ~~"Receiver"~~ "Proposal Trustee's Certificate"), all of the ~~Debtor~~ Seller's right, title and interest in and to the Purchased Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, 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, rights of distraint, 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"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of the Honourable Justice ~~[NAME]~~ dated [DATE] Steele issued March 25, 2024, including, without limitation, the Trinity DIP Lender's Charge, the Avren DIP Lender's Charge, the Administrative Charge, the Directors' Charge, and the Expense Reimbursement Charge (as each of those terms are defined in the Initial Order); (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) all amounts assessed or otherwise sought by any provincial taxing authority relating to tax liabilities of the Company for tax periods, or parts thereof, ending on or before the Closing Date; and (iv) those Claims listed on Schedule C hereto "B" (all of which are collectively referred to as the "Encumbrances", which term

⁴ To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

shall not include the permitted encumbrances, ~~easements and restrictive covenants~~ listed on **Schedule D** “C”, the “Permitted 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.

~~3. — THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

6. THIS COURT ORDERS that upon the issuance of the Proposal Trustee’s Certificate, any of the Seller, the Purchaser or the Proposal Trustee, shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets (including by filing such financing change statements in the Ontario Personal Property Registry (or any analogous legislation as may be necessary) provided that the Seller, the Purchaser and the Proposal Trustee shall not be authorized to effect any discharge that would have the effect of releasing any Encumbrances against any property other than the Purchased Assets.

7. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the

~~⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

~~⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at “net proceeds”.~~

Purchased Assets, and that from and after the delivery of the ~~Receiver~~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 sale⁸, 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.

8. ~~5.~~ THIS COURT ORDERS AND DIRECTS the ~~Receiver~~Proposal Trustee to file with the Court a copy of the ~~Reeeiver~~Proposal Trustee's Certificate, forthwith after delivery thereof.

~~6.~~ THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the ~~Canada Personal Information Protection and Electronic Documents Act~~, the ~~Receiver~~ is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. 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 Debtor.

9. THIS COURT ORDERS that the Proposal Trustee may rely on written notice from the Seller and the Purchaser or their respective counsel regarding fulfillment of the conditions to Closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Proposal Trustee's Certificate.

10. ~~7.~~ THIS COURT ORDERS that, notwithstanding:

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* BIA in respect of the ~~Debtor~~Seller and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Seller;

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 ~~Debtor~~Seller and shall not be void or voidable by creditors of the ~~Debtor~~Seller, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* 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.

SELLER NAME CHANGE

11. THIS COURT ORDERS that, notwithstanding the provisions of the Canada Business Corporations Act (“CBCA”) or similar provision of any other applicable federal or provincial legislation, the Company shall be and is hereby authorized and directed, upon filing of the Proposal Trustee’s Certificate (or, at the Company’s discretion, at any time before), to take any appropriate action to change the Seller’s and its Affiliates’ respective names to a name which does not include the words “GoFor” or “GoFor Industries” or any part thereof or any similar words, including, but not limited to, filing articles of amendment in accordance with the CBCA or any other applicable federal or provincial legislation, for and on behalf of the Company and its Affiliates for the sole purpose of complying with this paragraph 11, and this Court hereby directs the Director (as defined in the CBCA) and any analogous governmental authority to endorse,

certify, and/or issue such documents and take such further actions as are necessary to give effect to this paragraph 11.

DISCLOSURE OF PERSONAL INFORMATION

12. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the ~~Canada~~ Personal Information Protection and Electronic Documents Act, ~~the Receiver is (Canada), the Seller and the Proposal Trustee~~ are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the ~~Company~~ Seller's records pertaining to the ~~Debtor~~ Seller's past and current employees. 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 ~~Debtor~~ Seller.

GENERAL

13. ~~8.~~ THIS COURT ORDERS AND DECLARES that ~~the Transaction is exempt from this~~ Order shall have full force and effect in all provinces and territories in Canada.

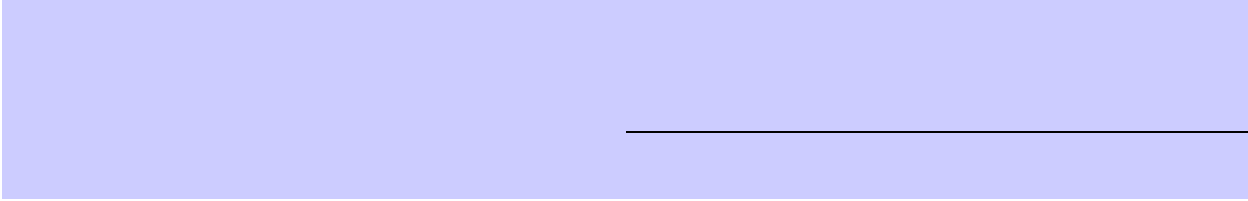
14. THIS COURT ORDERS that the ~~application of~~ Company, the ~~Bulk Sales Act (Ontario)~~ Propossal Trustee or the Purchaser may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

15. ~~9.~~ 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 ~~Receiver~~ Company and ~~its~~ the Proposal Trustee and their 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

~~Receiver~~Company and 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 ~~Receiver~~Company and ~~its~~the Proposal Trustee and their agents in carrying out the terms of this Order.

16. THIS COURT ORDERS that each of the Company, the Proposal Trustee and the Purchaser be at liberty and are 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.

17. 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.



~~Schedule A—~~

SCHEDULE "A"

Form of ~~Receiver~~Proposal Trustee's Certificate

~~Court~~Estate File No. 31-31-459813

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

~~BETWEEN:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~—and—~~

~~DEFENDANT~~

~~Defendant~~

~~RECEIVER~~

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.

Applicant

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

~~A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").~~

~~B.~~

A. On March 20, 2024, Go-For Industries Inc. (the “Company” or the “Seller”) filed a Notice of Intention to Make a Proposal pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”).

B. KSV Restructuring Inc. was appointed as Proposal Trustee of the Company (the “Proposal Trustee”).

C. Pursuant to an Order of the Court dated ~~[DATE]~~ April 3, 2024 (the “Approval and Vesting Order”), the Court approved ~~the agreement of purchase and sale made~~ an Asset Purchase Agreement dated as of ~~[DATE OF AGREEMENT]~~ March 20, 2024 (the “Sale Agreement”) between the ~~Receiver [Debtor]~~ Seller and ~~[NAME OF PURCHASER]~~ 1000826405 Ontario Inc. as purchaser (the “Purchaser”), and provided for the vesting in the Purchaser of the ~~Debtor~~ Seller’s right, title and interest in and to the Purchased Assets (the “Transaction”), which vesting is to be effective with respect to the Purchased Assets upon the Proposal Trustee’s delivery ~~by the Receiver~~ to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price, including the Cash Consideration (if any), for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section 4 of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~ Seller and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~ Proposal Trustee.

~~C. Unless~~

D. Pursuant to the Approval and Vesting Order, the Proposal Trustee may rely on written notice from the Seller and the Purchaser or their respective counsel regarding fulfillment of conditions to closing under the Sale Agreement.

E. Capitalized terms used herein and not otherwise ~~indicated herein, terms with initial capitals~~defined have the meanings ~~set out~~given to such terms in the Sale Agreement.

THE ~~RECEIVER~~PROPOSAL TRUSTEE CERTIFIES the following:

1. ~~1.~~The Purchaser has paid ~~and the Receiver has received~~the Purchase Price, including the Cash Consideration (if any), for the Purchased Assets ~~payable on the Closing Date~~pursuant to the Sale Agreement;

~~2.~~

2. The Seller and the Purchaser or their respective counsel have each delivered written notice to the Proposal Trustee that the conditions to Closing ~~as set out in section 3 of~~under the Sale Agreement have been satisfied and/or waived ~~by the Receiver and the Purchaser; and~~

~~3,~~ as applicable.

3. The Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee.

4. ~~4.~~This Certificate was delivered by the ~~Receiver~~ Proposal Trustee at _____ [TIME]

on _____

_____ [DATE].

~~{NAME OF RECEIVER}, KSV~~
RESTRUCTURING INC. in its capacity as
~~Receiver of the undertaking, property and~~
~~assets of {DEBTOR},~~Proposal Trustee of
Go-For Industries Inc. and not in its personal
capacity

		Per:	
		<table border="1" style="background-color: #ffffcc;"><tr><td>Name:</td></tr><tr><td>Title:</td></tr></table>	Name:
Name:			
Title:			

~~Schedule B—Purchased Assets~~

~~Schedule C~~ - **Claims**

SCHEDULE "B"

Encumbrances to be ~~deleted~~Expunged and ~~expunged~~Discharged from ~~title to Real~~the Purchased Assets

(A) Personal Property Security Interests

1. Ontario

(i) Personal Property Security Act (Ontario)

<u>DEBTOR NAME(S)</u>	<u>SECURED PARTY NAME(S)</u>	<u>FILE/ REGISTRATION NO.</u>	<u>COLLATERAL CLASSIFICATION/ DESCRIPTION</u>	<u>EXPIRY DATE</u>
<u>Go-For Industries Inc.</u>	<u>His Majesty in Right of Ontario Represented by the Minister of Finance</u>	<u>789037011/ 20221205 1300 1031 5086 20240125 1354 1031 4160</u>	<u>Inventory, Equipment, Accounts, Other</u> <u>\$325,341</u> <u>Date of Maturity: December 5, 2027</u>	<u>December 5, 2027</u>
<u>Go-For Industries Inc.</u>	<u>His Majesty in Right of Ontario Represented by the Minister of Finance</u>	<u>791318574/ 20230308 1434 1031 7317</u>	<u>Inventory, Equipment, Accounts, Other</u> <u>\$75,967</u> <u>Date of Maturity: March 8, 2028</u>	<u>March 8, 2028</u>

(B) Writs of Execution

1. Ontario

(i) Execution Act (Ontario)

<u>DEBTOR NAME(S)</u>	<u>CREDITOR NAME(S)</u>	<u>SHERIFF JURISDICTION / CERTIFICATE NO.</u>	<u>EXECUTION NO.</u>	<u>ADDITIONAL INFORMATION</u>	<u>EXPIRY DATE</u>
<u>Go-For Industries Inc.</u>	<u>Ministry of Finance</u>	<u>Ottawa/48999864-49 81528B</u>	<u>23-0000344</u>	<u>Amount: \$75,967.35</u> <u>Court File / Reference No.: 756431326TE0001</u>	<u>March 7, 2029</u>
<u>Go-For Industries Inc.</u>	<u>Ministry of Finance</u>	<u>Ottawa/48999873-08 27844B</u>	<u>24-0000159</u>	<u>Amount: \$325,340.96</u> <u>Court File / Reference No.: 756431326TE0002</u>	<u>January 24, 2030</u>
<u>Go-For Industries Inc.</u>	<u>Ministry of Finance</u>	<u>Ottawa/48999881-33 57994B</u>	<u>24-0000228</u>	<u>Amount: \$31,512.97</u> <u>Court File / Reference No.: 756431326TE0002</u>	<u>February 13, 2030</u>

SCHEDULE "C"

~~Schedule D~~

**Permitted Encumbrances, ~~Easements and Restrictive Covenants~~
related to the Real Property**

(~~unaffected by the Vesting Order~~)

- ⑩ All Encumbrances securing the Assumed Trinity Loan Obligations.
- ⑩ All Encumbrances securing the Assumed Trinity DIP Obligations, including without limitation those created by the Loan Agreements, but not including the Trinity DIP Charge.
- ⑩ All Encumbrances securing the Assumed Avren DIP Obligations, including without limitation those created by the Avren Security Agreement, but not including the Avren DIP Charge.
- ⑩ All Encumbrances securing the Assumed Avren Factoring Obligations, including, without limitation those created by the Factoring Agreement and including the Factor Charge.

Court File No.: BK-24-00459813-0031
Estate File No.: 31-459813

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
(Sale Approval)

BENNETT JONES LLP
One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 573071)
Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Jesse Mighton (LSO#: 62291J)
Tel: (416) 777-6255
Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)
Tel: (416) 777-4642
Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)
Tel: (416) 777-5527
Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.

**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

MOTION RECORD

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Jesse Mighton (LSO#: 62291J)

Tel: (416) 777-6255

Email: mightonj@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642

Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for Go-For Industries Inc.