

FILED IN THE OFFICE OF THE
LOCAL REGISTRAR, THE 22
DAY OF Aug 2016
DEPUTY LOCAL REGISTRAR

Clerk's stamp:

COURT FILE NUMBER 1639 of 2015

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

APPLICANT GOLDEN OPPORTUNITIES FUND INC.

RESPONDENTS PHENOMENOME DISCOVERIES INC. and
PHENOMENOME LABORATORY SERVICES INC.

HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
DEPUTY LOCAL REGISTRAR

IN THE MATTER OF THE RECEIVERSHIP OF PHENOMENOME DISCOVERIES INC. AND
PHENOMENOME LABORATORY SERVICES INC.

NOTICE OF APPLICATION

**NOTICE TO ALL RESPONDENTS – ALL PERSONS NAMED ON THE SERVICE LIST FOR
THESE PROCEEDINGS ATTACHED AT SCHEDULE “A” HERETO (THE “SERVICE LIST”)**

This application is made against you. You are a respondent. You have the right to state your side of
this matter before the Court.

To do so, you must be in Court when the application is heard as shown below

Where: Court House, 520 Spadina Crescent East,
Saskatoon, Saskatchewan, S7K 3G7
Date: Tuesday, August 30, 2016
Time: 10:00 a.m.

Remedy claimed or sought:

1. FTI Canada Consulting Inc., in its capacity as court-appointed receiver (the “Receiver”) of Phenomenome Discoveries Inc. (“PDI”) and Phenomenome Laboratory Services Inc. (“PLSI” and together with PDI, the “Company”), seeks Orders substantially in the form attached hereto as Schedules “B” and “C”:
 - (a) abridging the time for service of this Application and declaring that this motion is properly returnable today, if necessary, and further service of this Application, other than to those listed on the Service List is hereby dispensed with;

- (b) approving the sale of the Purchased Assets, as defined in the Purchase and Sale Agreement dated as of August 22, 2016 (the "**Sale Agreement**"), between the Receiver, as vendor for and on behalf of the Company, and Med-Life Discoveries LP, by its general partner Med-Life Discoveries GP Inc. (the "**Purchaser**") on the terms set forth in the Sale Agreement and in accordance with paragraphs 6(l)(ii) and 6(m) of the receivership order granted on February 25, 2016 by the Honourable Mr. Justice B.J. Scherman (the "**Receivership Order**") in these proceedings;
- (c) vesting in the Purchaser all of the Company's right, title and interest, free and clear of all liens and encumbrances (except the Permitted Encumbrances as defined in the Sale Agreement) in and to the Purchased Assets;
- (d) approving the actions, conduct and activities of the Receiver as outlined in the Third Report of the Receiver (the "**Third Report**") dated August 22, 2016;
- (e) approving the Receiver's Statement of Receipts and Disbursements for the period from July 8, 2016 to August 13, 2016 as set out in the Third Report;
- (f) sealing the Confidential Supplement to the Third Report dated August 22, 2016 (the "**Confidential Supplement**"), and the appendices thereto, on the Court file
- (g) increasing the amount the Receiver is permitted to borrow pursuant to paragraph 23 of the Receivership Order from \$3,000,000 to \$3,635,000; and
- (h) such further and other relief as counsel may request and this Honourable Court may deem appropriate.

Grounds for making this application:

- 2. The grounds upon which the Receiver relies in making the within Application are as follows:
 - (a) On February 25, 2016, the Company became subject to these receivership proceedings pursuant to the Receivership Order;
 - (b) pursuant to the Receivership Order, the Honourable Mr. Justice B.J. Scherman authorized the Receiver to, *inter alia*, market any or all of the Property (as defined in the Receivership Order), sell the Property or any parts thereof, and apply for any vesting

order necessary to convey the Property or any parts thereof, free and clear of any liens or encumbrances;

- (c) as a result of a marketing and sales process conducted by the Receiver, an offer was received from the Purchaser for the Purchased Assets;
- (d) the Receiver and the Purchaser executed the Sale Agreement with respect to the Purchased Assets subject only to Court approval;
- (e) the Receiver's marketing efforts of the Assets were lengthy and thorough; and
- (f) the Purchase Price (as defined in the Sale Agreement) represents the best realizable value that could reasonably be obtained for the Assets in the present circumstances.

Material or evidence to be relied on:

- 3. The Receiver intends to rely upon the following materials:
 - (a) the Receivership Order, filed;
 - (b) the First Report of the Receiver dated April 11, 2016, filed;
 - (c) the Second Report of the Receiver dated July 13, 2016, filed;
 - (d) the Third Report, filed;
 - (e) the Confidential Supplement;
 - (f) the pleadings and proceedings herein; and
 - (g) such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

- 4. The Receiver will rely upon and refer to the following during the making of the Application:
 - (a) *The Queen's Bench Rules*, as amended; and

- (b) such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

- 5. The Receiver will rely upon and refer to the following during the making of the Application:
 - (a) the *Bankruptcy & Insolvency Act*, RSC 1985, c B-3, as amended;
 - (b) *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01, as amended; and
 - (c) such further and other Acts and Regulations as counsel may advise and this Honourable Court may permit.

DATED at Saskatoon, Saskatchewan, this 22nd day of August, 2016.

**BLAKE, CASSELS & GRAYDON LLP, COUNSEL
FOR FTI CONSULTING CANADA INC.**

per: _____

Ryan Zahara

Counsel to FTI Consulting Canada Inc.

1.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm: Blake, Cassels & Graydon LLP
Lawyer in charge of file: Ryan Zahara
Address of firm: 3500, 855 – 2nd Street SW, Calgary, Alberta T2P 4J8
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File number: 729294/11

Schedule "A"

Service List

(see attached)

IN THE COURT OF QUEEN'S BENCH OF SASKATCHEWAN
 JUDICIAL CENTRE OF SASKATOON

BETWEEN:

GOLDEN OPPORTUNITIES FUND INC.

Plaintiff
 (Applicant)

- and -

PHENOMENOME DISCOVERIES INC. and PHENOMENOME LABORATORY SERVICES INC.

Defendant
 (Respondent)

SERVICE LIST

(Updated as of July 6, 2016)

NAME, ADDRESS EMAIL ADDRESS AND FAX NUMBER	COUNSEL FOR (OR ON BEHALF OF)	TELEPHONE NUMBER
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Electric Umbrella Images Inc. 302, 220 – 3 rd Avenue South Saskatoon, SK S7K 1M1 Derek Mortensen <u>derek@electricumbrella.ca</u>		306.230.2300
Katan Associates PO Box 2140 Manhattan Beach, CA 90267 USA Fax: 310.374.0803 Seth Yakatan <u>seth@katanassociates.com</u>		310.374.0808 323.356.6321

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Novilytic, LLC PO Box 372 North Webster IN 46555 USA Edward Woenker <u>ewoenker@novilytic.com</u>		574.834.4080
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PIC Investment Group Inc. Craig Bell <u>cbell@picgroup.ca</u>		(306) 664-3955
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Schedule "B"

Form of Approval and Vesting Order

(see attached)

IN THE COURT OF QUEEN'S BENCH OF SASKATCHEWAN
JUDICIAL CENTRE OF SASKATOON

BETWEEN:

FTI CONSULTING CANADA INC., solely in its capacity as court-appointed receiver and manager of all of the assets, undertakings and properties of PHENOMENOME DISCOVERIES INC. and PHENOMENOME LABORATORY SERVICES INC. and not in its personal or corporate capacity

Applicant

- and -

PHENOMENOME DISCOVERIES INC. and
PHENOMENOME LABORATORY SERVICES INC.

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF PHENOMENOME DISCOVERIES
INC. and PHENOMENOME LABORATORY SERVICES INC.**

APPROVAL AND VESTING ORDER

Before the Honourable Madam Justice A.R. Rothery in Chambers on the 30th day of August, 2016

UPON THE APPLICATION of the Applicant FTI Consulting Canada Inc. solely in its capacity as court-appointed receiver and manager (in such capacity and not in its personal or corporate capacity, the "**Receiver**") of all of the assets, undertakings and properties of the Respondents Phenomenome Discoveries Inc. ("**PDI**") and Phenomenome Laboratory Services Inc. ("**PLSI**" and together with PDI, the "**Company**") for, *inter alia*, an Order (i) approving the sale transaction (the "**Transaction**") contemplated by the Purchase and Sale Agreement (the "**Sale Agreement**") executed August 22, 2016 and made between the Receiver as vendor for and on behalf of the Company and Med-Life Discoveries LP, as purchaser, by its general partner Med-Life Discoveries GP Inc. (and together with its permitted assigns under the Sale Agreement, the "**Purchaser**"), a copy of which is appended as Appendix A to the Confidential Supplement to the Receiver's Third Report dated August 22, 2016 (the "**Confidential Supplement**"), (ii) vesting in the Purchaser all of the right, title and interest of the Receiver and the Company in and to the Purchased Assets free and clear of all encumbrances other than Permitted Encumbrances (as those terms are defined below) and (iii) granting related relief; **AND UPON HAVING READ** the Order dated February 25, 2016 appointing the Receiver (the "**Receivership Order**"), the Notice of Application, the Draft Order, the Third Report of the

Receiver dated August 22, 2016 the (“**Third Report**”), the Confidential Supplement and the Affidavit of Service, all filed; AND UPON hearing the submissions of counsel for the Receiver, counsel for the Purchaser, counsel for Yolbosum Canada Inc. and from any other interested parties who may be present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

IT IS HEREBY ORDERED, ADJUDGED AND DECLARED THAT:

Service:

1. The time for service of the Notice of Application for this Order shall be and is hereby abridged and service thereof shall be and is hereby deemed good, timely, valid and sufficient.

Sealing:

2. The Clerk of the Court shall file the Confidential Supplement, including the appendices thereto, in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY FTI CANADA CONSULTING INC. IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER AND MANAGER OF THE UNDERTAKING, PROPERTY AND ASSETS OF PHENOMENOME DISCOVERIES INC. AND PHENOMENOME LABORATORY SERVICES INC.; and

THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL FURTHER ORDER OR FILING OF THE RECEIVER’S CERTIFICATE EVIDENCING THE CLOSING OF THE TRANSACTION PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE THE HONOURABLE MADAM JUSTICE A.R. ROTHERY ON AUGUST 30, 2016.

3. Application to unseal the Confidential Supplement may be made at any time upon fourteen days’ written notice to counsel for the Receiver.

Defined Terms:

4. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Sale Agreement.

Approval of Transaction:

5. The Sale Agreement and the Transaction are commercially reasonable and in the best interests of the estate of the Company and its stakeholders. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, *nunc pro tunc*, with such minor amendments as the Receiver may deem necessary.

6. The Receiver is authorized and directed to hold the Deposit, *nunc pro tunc*, and to apply, disburse and/or deliver the Deposit or the applicable portions thereof in accordance with the provisions of the Sale Agreement and this Order.
7. The Receiver and the Purchaser are hereby authorized and directed to take such additional steps and execute such additional documents as may reasonably be necessary or desirable to complete the Transaction and the conveyance of the Purchased Assets to the Purchaser.

Vesting of the Purchased Assets:

8. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "**Receiver's Certificate**"), all of the right, title, interest of the Receiver and the Company in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall, without further instrument of transfer or assignment, vest absolutely in the Purchaser as contemplated by the Sale Agreement, free and clear of and from any and all security interests (whether contractual, statutory, registered, or otherwise), hypothecs, caveats, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, registered, or otherwise), liens, encumbrances, executions, levies, charges, or other financial or monetary claims, assignments, actions, taxes, judgments, writs of execution, options, agreements, disputes, debts, debentures, easements, covenants, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Company, whether or not they have attached or have been perfected, registered or filed and whether secured, unsecured, registered or otherwise and whether by payment, set or otherwise, whether liquidated, unliquidated or contingent (collectively "**Claims**"), including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order, including, without limitation, the Receiver's Borrowing Charge (as defined in the Receivership Order);
 - (b) any encumbrances or charges created by the Interim Receivership Order, including, without limitation, the Interim Receiver's Borrowing Charge (as defined in the Interim Receivership Order); and
 - (c) all charges, security interests or Claims evidenced by registration, filing or publication pursuant to the *The Personal Property Security Act, 1993* (Saskatchewan) (the "**PPSA**") or any other personal property registry system; and
 - (d) any Claims held by or in favour of any person served (either directly or through their solicitors) with the Notice of Application,

for greater certainty, this Court orders that all of the encumbrances affecting or relating to the Purchased Assets and all charges, security interests and claims evidenced by

registrations pursuant to the PPSA are expunged, vacated, and otherwise unconditionally ordered removed, discharged and terminated as against the Purchased Assets, in each case effective as of the applicable date and time of the Receiver's Certificate.

9. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.
10. No further authorization or approval or any other action by any authority or regulatory body exercising jurisdiction over the Purchased Assets shall be required for the closing and post-closing implementation of the Transaction contemplated in the Sale Agreement.
11. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by any person claiming by or through or against the Company or the Receiver.
12. Upon the registration in the Canadian Intellectual Property Office of a copy of this Order, the applicable Registrar of the Canadian Intellectual Property Office (the "**CIPO Registrar**") is hereby directed to transfer all of the right, title and interest of the Company and the Receiver in and to the Purchased Intellectual Property described in the Sale Agreement and listed on Schedule "**D**" hereto to the Purchaser, free and clear of and from any and all Claims.
13. The Company and all persons or entities who claim by, through or under the Company in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped, and foreclosed from and permanently enjoined from pursuing, asserting, or claiming any and all estate, right, title, interest, royalty, rental, equity of redemption, or Claim in respect of or to the Purchased Assets and, to the extent that any such persons or entities remain in possession or control of any of the Purchased Assets, or any artifacts or any certificates, instruments or other indicia of title representing or evidencing any right, title, estate or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
14. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Company.

CANCELLATION OF SECURITY REGISTRATIONS:

15. Upon delivery of the Receiver's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, the appropriate Governmental Authorities (as defined below) are hereby directed to register such transfers, assignments, interest authorizations, discharges, discharge statements of conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser subject only to the Permitted Encumbrances listed on Schedule "**C**" hereto. Without limiting the foregoing:

- (a) the Registrar of the Personal Property Registry (Saskatchewan) (the “**SK PPR Registrar**”) shall and is hereby authorized and directed to cancel and discharge those Claims, if any, other than those Permitted Encumbrances, registered against the estate or interest of Purchaser in and to the Purchased Assets located in the Province of Saskatchewan; and
 - (b) the applicable CIPO Registrar shall and is hereby authorized directed to cancel and discharge those Claims, if any, other than those Permitted Encumbrances, registered against the estate or interest of Purchaser in and to the Purchased Intellectual Property described in the Sale Agreement and listed on Schedule “D” hereto.
16. The SK PPR Registrar, CIPO Registrar and any other applicable registrar (collectively, the “**Governmental Authorities**”) are expressly authorized and directed to include in the discharges of the encumbrances described above all encumbrances registered after the date the Receivership Order was granted.
17. In order to affect the discharges and transfers described above this Court requests that the Governmental Authorities each take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement authorized herein. Presentment of this Order and a copy of the Receiver’s Certificate shall be the sole and sufficient authority of the Governmental Authorities to make and register the said transfers and cancel and discharge the registrations of Claims and any encumbrances on the Purchased Assets.

Net Proceeds:

18. The Receiver is authorized and directed, as soon as reasonably practicable following delivery of the Receiver’s Certificate, to remit to the applicable counterparty(ies) to each Assigned Contract, the Cure Costs received by the Receiver from the Purchaser.
19. For the purposes of determining the nature and priority of Claims, the net proceeds (following deduction for the Cure Costs (if any are payable) and Transfer Taxes (if any is payable) of and from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver’s Certificate any encumbrances or charges created by the Receivership Order, including, without limitation, the Receiver’s Borrowing Charge and all Claims and encumbrances shall cease to be attached to, encumber or otherwise form a mortgage, security interest, lien or a claim against the Purchased Assets and 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.
20. Notwithstanding:

- (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) (the "BIA") in respect of the Company and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Company; or
- (d) the provisions of any federal or provincial legislation;

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 Company and shall not be void or voidable by creditors of the Company, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transactions under the BIA or any other applicable federal or provincial legislation, nor shall it constitute conduct oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

21. Leave is granted to and the Receiver, the Purchaser and any other interested party, and such parties shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

Miscellaneous Matters:

22. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 27 of the *Saskatchewan Health Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all Transaction Personal Information, including, without limitation, all human resources and payroll information in the Company's records pertaining to the Company's past and current employees. The Purchaser (or its nominee) 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 Company.
23. The actions taken by the Receiver to date, and in particular the actions and conduct of the Receiver regarding the sale process for the sale of the Purchased Assets and the Transaction, as reported in the Third Report and Confidential Supplement, are hereby approved and ratified and no action shall lie against the Receiver by reason of this Order or the Receivership Order or the performance of any act authorized by this Order or the Receivership Order, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph.
24. The Receiver's Statement of Receipts and Disbursements for the period from July 8, 2016 to August 13, 2016, as set out in the Third Report, are approved.

25. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction anywhere in the world, in Canada or in any of its provinces or territories, and in particular the Province of Saskatchewan, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
26. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents. Service of this Order on any party not attending this application is hereby dispensed with.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this _____ day of _____, 2016

Local Registrar

Schedule "C"

Form of Receiver's Borrowing Charge Order

(see attached)

COURT FILE NUMBER
1639 of 2015
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE
SASKATOON

PLAINTIFF
GOLDEN OPPORTUNITIES FUND INC.

DEFENDANTS
**PHENOMENOME DISCOVERIES INC. and
PHENOMENOME LABORATORY SERVICES INC.**

**IN THE MATTER OF THE RECEIVERSHIP OF PHENOMENOME DISCOVERIES INC. AND
PHENOMENOME LABORATORY SERVICES INC.**

ORDER
(Approval of Receiver's Borrowing Charge)

Before the Honourable Madam Justice A.R. Rothery in Chambers the 30th day of April, 2016.

UPON THE APPLICATION of Ryan Zahara, counsel on behalf of the receiver and manager, FTI Consulting Canada Inc. (the "**Receiver**"), **AND UPON** hearing from counsel for the Receiver, counsel for Golden Opportunities Fund Inc. and counsel for Yolbosum Canada Inc., **AND UPON** reading the Notice of Application dated August 22, 2016, the Third Report of the Receiver (the "**Third Report**") dated August 22, 2016, the Confidential Supplement to the Third Report dated August 22, 2016 and the pleadings and proceedings herein;

Capitalized terms used but not defined herein have the meaning ascribed to them in the Third Report.

The Court Orders:

INCREASE TO THE RECEIVER'S BORROWING CHARGE

1. All amounts borrowed by the Receiver pursuant to paragraph 23 of the Receivership Order, as of the date of this Order, are approved.
2. The amount the Receiver is permitted to borrow pursuant to paragraph 23 of the Receivership Order shall be hereby increased from \$3,000,000 to \$3,635,000 (the "**Funds**").
3. The Receiver is authorized to drawn down and hold the full amount of the Funds prior to the closing of the Transaction (as defined in the Third Report).

4. The increase to the Receiver's Borrowing Charge contemplated in this Order does not form part of the credit bid submitted by MLD with the SPA.

MISCELLANEOUS

5. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by Facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

6. Service of this Order on any party not attending this application is hereby dispensed with.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this ___ day of August, 2016.

Deputy Local Registrar

This Order was delivered by:

Blake, Cassels & Graydon LLP
Barristers & Solicitors
Unit 3500, 855 2 Street SW
Calgary, AB T2P 4J8

Address for Service: As above
Lawyer: Ryan Zahara
Telephone: 403-260-9628
Facsimile: 403-260-9700

TO: Local Registrar, Judicial Centre of Saskatoon

AND TO: The plaintiff, Golden Opportunities Fund Inc.

AND TO: The defendant, Phenomenome Discoveries Inc.

AND TO: Those parties listed on the Service List attached to the Application as Schedule "A"