

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF GOLF TOWN CANADA HOLDINGS INC., GOLF TOWN CANADA INC. AND
GOLF TOWN GP II INC.**

Applicants

**MOTION RECORD OF THE APPLICANTS
(Motion for Stay Extension Order Returnable July 28, 2017)**

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Court File No. CV-16-11527-00CL

**ONTARIO
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**IN THE MATTER OF THE *COMPANIES' CREDITORS*
*ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED***

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
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INC., GOLF TOWN CANADA INC. AND
GOLF TOWN GP II INC.**

Applicants

**NOTICE OF MOTION
(Motion for Stay Extension Order Returnable July 28, 2017)**

Golf Town Canada Holdings Inc., Golf Town Canada Inc. (“**GT Canada**”), Golf Town GP II Inc., Golf Town Operating Limited Partnership (“**Golf Town LP**”) and Golfsmith International Holdings LP (collectively, the “**Golf Town Entities**”) will make a motion before a Judge of the Ontario Superior Court of Justice on July 28, 2017 at 9:30 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto Ontario.

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

THE MOTION IS FOR:

1. an Order extending the Stay Period (as defined in the Initial Order) to and including December 15, 2017; and
2. such further and other relief as this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

1. The Golf Town Entities obtained protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an Initial Order of this Court dated September 14, 2016;

2. Concurrently with the CCAA application, certain entities affiliated with the Golf Town Entities that carried on business as “Golfsmith” in the United States (collectively, the “**U.S. Debtors**”) initiated voluntary Chapter 11 proceedings in the United States Bankruptcy Court for the District of Delaware;
3. On September 30, 2016, the Court issued an Approval and Vesting Order, *inter alia*, approving the going concern sale (the “**Golf Town Transaction**”) of substantially all of the assets of Golf Town to Golf Town Limited (the “**Purchaser**”) pursuant to a purchase agreement dated as of September 14, 2016 between GT Canada and Golf Town LP (together, the “**Vendors**”) and the Purchaser. The Golf Town Transaction closed on October 31, 2016;¹
4. Under the Golf Town Transaction, the Purchaser assumed real property leases for Golf Town’s former head office and 48 of the 55 retail locations operated by Golf Town at the commencement of the CCAA proceedings, including the 11 leases assigned to the Purchaser pursuant to the Assignment Order of the Court dated October 27, 2016. The real property leases that were not assumed by the Purchaser were disclaimed pursuant to the CCAA and operations were discontinued in November 2016. Accordingly, the Golf Town Entities no longer carry on any retail operations;
5. While the Golf Town Transaction is complete, the Company continues to provide transition services in respect of the Golf Town Business pursuant to a Transition Services Agreement (the “**TSA**”) between the Purchaser, the Vendors and Golfsmith International. The term of the TSA extends until October 31, 2017, subject to certain Purchaser extension rights or earlier termination on mutual agreement of the parties;
6. The U.S. Debtors have completed the sale of substantially all of their business and assets and are undertaking wind-down activities and working with their stakeholders to finalize arrangements that will facilitate their exit from Chapter 11 proceedings in an efficient and orderly manner;

¹ Capitalized terms used but not otherwise defined herein have the meanings given to them in the affidavit of Brian Cejka sworn July 20, 2017.

7. The Golf Town Entities are seeking an extension of the stay of proceedings while they complete the transition of the Golf Town Business, finalize remaining wind-down activities with the assistance of the Monitor in a cost-effective and efficient manner, finalize a process for the distribution of the Company's remaining resources in connection with the CCAA and Chapter 11 proceedings, and achieve a coordinated exit from creditor protection.
8. The Monitor continues to hold reserves in amounts necessary to provide the Golf Town Entities with sufficient funding to operate to the end of the requested Stay Period if necessary;
9. The Golf Town Entities have continued to work diligently and in good faith to transition the Golf Town Business to the Purchaser on a going concern basis and to complete an orderly wind-down of remaining operations;
10. The extension of the stay of proceedings is supported by the Monitor;
11. The provisions of the CCAA and this Court's equitable and statutory jurisdiction thereunder;
12. Rules 1.04, 1.05, 2.03, 3.02, 16, and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
13. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this Motion:

1. The affidavit of Brian Cejka sworn July 20, 2017;
2. The Monitor's Sixth Report; and
3. Such further and other materials as counsel may advise and this Court may permit.

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Date: July 21, 2017

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TO: THE SERVICE LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-16-11527-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF GOLF TOWN CANADA HOLDINGS INC., GOLF TOWN CANADA INC. AND GOLF TOWN GP II INC.

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Proceeding commenced at Toronto

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Court File No.: CV-16-11527-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 28TH
)	
JUSTICE WILTON-SIEGEL)	DAY OF JULY, 2017

**IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF GOLF TOWN CANADA HOLDINGS
INC., GOLF TOWN CANADA INC. AND
GOLF TOWN GP II INC.**

STAY EXTENSION ORDER

THIS MOTION, made by Golf Town Canada Holdings Inc., Golf Town Canada Inc., Golf Town GP II Inc., Golfsmith International Holdings LP and Golf Town Operating Limited Partnership (collectively, the “**Golf Town Entities**”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Brian Cejka sworn July 20, 2017 and the Sixth Report of FTI Consulting Canada Inc., in its capacity as monitor of the Golf Town Entities (the “**Monitor**”) in the within proceedings, and on hearing the submissions of counsel for the Golf Town Entities, the Monitor and such other counsel as were present and wished to be heard:

1. **THIS COURT ORDERS** that the Stay Period, as such term is defined in and used throughout the Order of this Court dated September 14, 2016 (as amended, the “**Initial Order**”), be and is hereby extended to and including 11:59 p.m. on December 15, 2017 and that all other

terms of the Initial Order shall remain in full force and effect, unamended, except as may be required to give effect to this paragraph or as otherwise provided in this Order.

2. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or in any other foreign jurisdiction, to give effect to this Order and to assist the Golf Town Entities, the Monitor 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 Golf Town Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding or to assist the Golf Town Entities and the Monitor and their respective agents in carrying out the terms of this Order.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED**

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Proceeding commenced at Toronto

**STAY EXTENSION ORDER
(July 28, 2017)**

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AFFIDAVIT OF BRIAN CEJKA
(sworn July 20, 2017)

I, Brian Cejka, of the City of Dallas, in the State of Texas, MAKE OATH AND SAY:

1. I am a Managing Director of Alvarez & Marsal North America, LLC (together with its affiliates, “**A&M**”) and the Chief Restructuring Officer (the “**CRO**”) of the Golf Town and Golfsmith corporate group (collectively, the “**Company**”). Prior to becoming CRO, I was a member of the A&M engagement team that has provided financial advisory services to the Company since June 2014. As such, I have personal knowledge of the Company and the matters to which I depose in this affidavit.

2. On September 14, 2016, Golf Town Canada Holdings Inc., Golf Town Canada Inc. (“**GT Canada**”) and Golf Town GP II Inc. (collectively, the “**Applicants**”) sought and obtained an Order of this Court (as amended, the “**Initial Order**”) providing creditor protection to the

Applicants under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). The protections and authorizations in the Initial Order were also extended to Golfsmith International Holdings LP (“**Holdings LP**”) and Golf Town Operating Limited Partnership (“**Golf Town LP**”) and, together with the Applicants and Holdings LP, the “**Golf Town Entities**”). Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed as monitor (the “**Monitor**”) of the Golf Town Entities in the CCAA proceedings.¹

3. Concurrently with the CCAA application, certain entities affiliated with the Golf Town Entities that carried on business as “Golfsmith” in the United States (collectively, the “**U.S. Debtors**”) initiated voluntary proceedings pursuant to title 11, chapter 11 (“**Chapter 11**”) of the *United States Code* in the United States Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”) to provide stability to the Golfsmith Business while the U.S. Debtors advanced and implemented a sale or restructuring transaction in respect of the Golfsmith Business.

4. On September 30, 2016, this Court issued an Approval and Vesting Order approving the going concern sale of the Golf Town Business (the “**Golf Town Transaction**”) to Golf Town Limited (the “**Purchaser**”) pursuant to a Purchase Agreement dated as of September 14, 2016 (the “**Purchase Agreement**”) between GT Canada and Golf Town LP (together, the “**Vendors**”) and the Purchaser. The Golf Town Transaction closed on October 31, 2016.

5. While the Golf Town Transaction is complete, the Company continues to provide transition services to the Purchaser in respect of the Golf Town Business pursuant to a Transition

¹ Capitalized terms used and not otherwise defined in this affidavit have the meanings given to them in the affidavit of David Roussy sworn September 13, 2016.

Services Agreement (the “TSA”). The Golf Town Entities, with the assistance of the Monitor, are also in the process of winding-down their remaining activities and estate and working with Golfsmith to achieve a coordinated exit from their respective CCAA and Chapter 11 proceedings.

6. This affidavit is sworn in support of the Golf Town Entities’ motion for an Order (the “**Stay Extension Order**”) that extends the Stay Period (as defined in the Initial Order) to December 15, 2017. The Golf Town Entities require an extension of the stay of proceedings while they complete the transition of the Golf Town Business to the Purchaser, finalize remaining wind-down activities with the assistance of the Monitor in a cost-effective and efficient manner, and bring these CCAA proceedings to an orderly conclusion.

I. OVERVIEW OF DEVELOPMENTS IN THE CCAA AND CHAPTER 11 PROCEEDINGS

7. The background to the Golf Town Entities’ CCAA filing is described in detail in the affidavit of David Roussy sworn September 13, 2016 in support of the Initial Order and in the other affidavits filed by the Golf Town Entities in the course of these proceedings. The following chart sets out the key dates and developments in the CCAA proceedings:

Date	Development
Sept. 14, 2016	Initial Order granted.
Sept. 30, 2016	Approval and Vesting Order granted approving the Golf Town Transaction. Stay Period extended to January 31, 2017.
Oct. 27, 2016	Assignment Order granted in respect of 11 Golf Town real property leases.
Oct. 31, 2016	Closing of the Golf Town Transaction.
Jan. 31, 2017	Stay Period extended to July 31, 2017.

8. The Golf Town Entities obtained CCAA protection on September 14, 2016 to provide the Golf Town Entities with breathing space while they sought to complete the going concern transition of the Golf Town Business to the Purchaser. Under the Golf Town Transaction, the Purchaser assumed the real property leases for Golf Town's former head office and 48 of the 55 retail locations operated by Golf Town at the commencement of the CCAA proceedings, including the 11 leases assigned to the Purchaser pursuant to the Assignment Order. The real property leases that were not assumed by the Purchaser were disclaimed pursuant to the CCAA and operations at these locations were discontinued in November 2016. Accordingly, the Golf Town Entities no longer carry on any retail operations.

9. In connection with the closing of the Golf Town Transaction, the Vendors, the Purchaser and Golfsmith International Holdings, Inc. ("**Golfsmith International**")² entered into the TSA to facilitate the orderly transition of the Golf Town Business. Pursuant to the TSA, Golfsmith International continues to provide transition services to the Purchaser in respect of the Golf Town Business and the costs of such services are paid by the Vendors through the release of escrow amounts held by the Monitor. The term of the TSA extends until October 31, 2017, subject to certain Purchaser extension rights or earlier termination on mutual agreement of the parties.

10. In connection with the Chapter 11 proceedings, the U.S. Debtors sold substantially all of their assets to Dick's Sporting Goods and a joint venture of three sales agents pursuant to a transaction (the "**Golfsmith Transaction**") that closed on November 2, 2016. In addition, the

² Golfsmith International is a U.S. Debtor subject to the Chapter 11 proceedings.

U.S. Debtors completed a sale of their head office and adjoining real property in Austin, Texas in January 2017. As a result of the Golfsmith Transaction and the sale of the Austin property, the U.S. Debtors have sold substantially all of their business and assets.

11. The U.S. Debtors are undertaking wind-down activities and working to finalize arrangements that will facilitate their exit from Chapter 11 proceedings in an efficient and orderly manner. The unsecured creditors committee of the U.S. Debtors (the “**Committee**”) and the trustee under the Secured Notes indenture have been engaged in discussions to achieve a resolution regarding certain claims asserted by the Committee in respect of stub period rent and certain goods supplied to the U.S. Debtors in advance of the Chapter 11 proceedings. I understand that the parties have reached agreement in principle with respect to a consensual resolution which, subject to the execution of definitive documentation and the receipt of necessary approvals, would achieve a consensual resolution of the claims and facilitate the U.S. Debtors seeking a structured dismissal of the Chapter 11 proceedings following the completion of remaining wind-down matters.

II. LIQUIDITY AND CASH FLOWS

12. As authorized pursuant to the Approval and Vesting Order, the Monitor, on behalf of the Golf Town Entities, paid to Antares Capital LP, in its capacity as DIP Agent and First Lien Agent, the net proceeds from the Golf Town Transaction after the holdback of certain reserves related to the completion of the transaction and the CCAA proceedings. As a result of the payment of these amounts and certain of the proceeds from the Golfsmith Transaction, the Company has repaid in full the obligations under the DIP Facility and the first-lien pre-filing Credit Facility.

13. Subject to further Orders from this Court and the U.S. Bankruptcy Court, the remaining proceeds of the Company's estate, following the payment of any priority amounts and the completion of remaining wind-down matters, will be used to repay amounts owing in respect of the second-lien Secured Notes. The obligations in respect of the Secured Notes are secured by a security interest in substantially all of the assets and property of Golf Town and Golfsmith. Having regard to the Company's current resources, there is insufficient value to repay in full the obligations under the Secured Notes and accordingly there is no value for unsecured creditors of the Company.

14. As indicated in the cash flow forecast to be attached to the Monitor's Sixth Report, the Golf Town Entities will have sufficient funding to operate to the end of the requested Stay Period. The primary use of funds during this period relates to the payment of amounts to Golfsmith International pursuant to the TSA and expenses incurred in connection with the wind-down of the Golf Town Entities' estates. The Monitor continues to hold necessary reserves to fund these expenditures.

III. EXTENSION OF THE STAY OF PROCEEDINGS

15. The Golf Town Entities continue to act diligently and in good faith to advance the transition of the Golf Town Business, the wind-down of the Golf Town estate and the completion of these CCAA proceedings. The Golf Town Entities and the Monitor continue to have discussions with, and respond to inquiries from, various stakeholders and governmental entities regarding the implementation of the Golf Town Transaction, the CCAA proceedings, and other matters.

16. The current stay of proceedings in respect of the Golf Town Entities is for the period until and including July 31, 2017. In the proposed Stay Extension Order, the Golf Town Entities are seeking an extension of the stay of proceedings until December 15, 2017. During the Stay Period, the Golf Town Entities, with the assistance of their advisors and the Monitor, intend to, among other things:

- (a) finalize the transition of the Golf Town Business to the Purchaser pursuant to the TSA;
- (b) undertake and complete wind-down activities and other remaining matters in consultation with affected stakeholders;
- (c) finalize a process for the distribution of the Company's remaining proceeds in connection with the CCAA and Chapter 11 proceedings; and
- (d) monitor the status of the Chapter 11 proceedings and work with the U.S. Debtors to achieve a coordinated wind-down and exit from creditor protection.

17. The Golf Town Entities intend to bring a final motion before this Court at the appropriate time to terminate the CCAA proceedings and address distribution and related matters. The Golf Town Entities hope to be in a position to bring the final motion prior to the expiry of the proposed Stay Period, but are seeking an extension of the Stay Period until December 15, 2017 to avoid incurring the expense of bringing an interim motion prior to the resolution of remaining matters. Given the Golf Town Entities' existing circumstances, I do not believe that any creditor will suffer any material prejudice as a result of the extension of the Stay Period. I understand that the Monitor supports the proposed extension of the Stay Period.

IV. CONCLUSION

18. The Golf Town Entities have worked diligently and in good faith to complete the Golf Town Transaction and to transition the Golf Town Business to the Purchaser on a going concern basis for the benefit of their stakeholders. The Golf Town Entities require the ongoing benefit of the stay of proceedings while they work, with the assistance of the Monitor, to complete wind-down activities in a cost-effective and efficient manner to bring these CCAA proceedings to an orderly conclusion. In the circumstances, the extension of the stay of proceedings is in the best interests of the Golf Town Entities and their stakeholders.

19. Accordingly, I swear this affidavit in support of the Stay Extension Order and for no improper purpose.

SWORN before me at the City of Dallas, in the State of Texas, on July 20, 2017.

A Commissioner for taking affidavits

Brian Cejka



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