

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
GROWTHWORKS CANADIAN FUND LTD.

ELEVENTH REPORT OF
FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS MONITOR

October 17, 2014

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IN ITS CAPACITY AS MONITOR**

1. On October 1, 2013, GrowthWorks Canadian Fund Ltd. (the “**Fund**” or the “**Applicant**”) made an application under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the “**CCAA**”) and an initial order was made by the Honourable Justice Newbould of the Ontario Superior Court (Commercial List) (the “**Court**”) granting, *inter alia*, a stay of proceedings against the Applicant until October 31, 2013, which stay of proceedings was thereafter extended by the Court until November 30, 2014 (the “**Stay of Proceedings**”); and appointing FTI Consulting Canada Inc. as monitor of the Fund (the “**Monitor**”). The proceedings commenced by the Fund under the CCAA will be referred to herein as the “**CCAA Proceedings**”.

2. The Fund is a labour sponsored venture capital fund that currently has a mature and diversified portfolio (the “**Portfolio**”) consisting primarily of investments made in small and medium-sized Canadian businesses. The Fund was formed in 1988 with the investment objective

of achieving long term appreciation for its Class A shareholders, whom principally comprise retail investors.

3. The Fund experienced liquidity issues because of, *inter alia*, an inability to access short-term financing as well as unfavourable market conditions impacting its ability to divest, at a profit, its relatively illiquid investments. As a result of these liquidity issues, the Fund was unable to meet its obligations as they became due, including the obligation of the Fund to make a \$20 million payment to Roseway Capital S.a.r.l (“**Roseway**”), its sole secured creditor, which payment became due on September 30, 2013. With the consent of Roseway, the Fund filed for and obtained protection under the CCAA on October 1, 2013.

4. Prior to September 30, 2013 and the commencement of these CCAA Proceedings, the Fund’s day to day operations were delegated to GrowthWorks WV Management Ltd. (the “**Former Manager**”) pursuant to a Management Agreement dated July 15, 2006 (“**Management Agreement**”). In accordance with the terms of the Management Agreement, the Former Manager was permitted to delegate its duties under the Management Agreement to third parties. Pursuant to the Management Agreement, the Former Manager delegated the Former Manager’s obligations to GrowthWorks Capital Ltd. On September 30, 2013, the Fund terminated the Management Agreement for the reasons outlined in the Affidavit of Ian Ross, sworn September 30, 2013 and filed.

5. Pursuant to an Order granted by the Court on October 29, 2013, the Initial Order was amended and restated (the “**Amended and Restated Initial Order**”). A copy of the October 29, 2013 Order attaching the Amended and Restated Initial Order is attached hereto as Appendix “A”.

6. Pursuant to an Order granted by the Court on November 18, 2013, the Court approved a sales and investor solicitation process for the purpose of offering the opportunity for potential investors to purchase or invest in the business or property of the Fund.

7. On November 28, 2013, the Court granted an Order authorizing the Fund, with the consent of the Monitor to, *inter alia*, make distributions to Roseway provided that certain priority payables are able to be paid by the Applicant when due.

8. On January 9, 2014, the Court approved an Order establishing a claims procedure to identify, determine and resolve claims of creditors of the Fund.

9. Pursuant to an Order dated February 28, 2014, the Court extended the time for the Fund to call its annual general meeting of shareholders until and including October 31, 2014.

10. Pursuant to Orders granted by the Court on May 14, 2014: (i) the Stay of Proceedings was extended until and including November 30, 2014; (ii) an Investment Advisor Agreement between the Fund and Roseway (the “**Investment Advisor Agreement**”) was approved by the Court pursuant to which the Fund retained Roseway in order to provide investment management and other administrative services to the Fund in relation to its Portfolio; and (iii) the Court approved an enhancement of the powers of the Monitor in order to allow the Monitor to conduct its duties and obligations contemplated under the Investment Advisor Agreement.

PURPOSE OF THIS REPORT

11. The purpose of this eleventh report of the Monitor is to update and inform the Court on the following:

- (a) the status of the Fund’s Portfolio and realizations of the Portfolio to date;

- (b) the status of the litigation proceedings commenced by Allen-Vanguard Corporation (“**Allen-Vanguard**”) against, *inter alia*, the Fund;
- (c) the status of the transitional services provided by the Former Manager to the Fund;
- (d) the Monitor’s comments on the Fund’s request for an extension of the time for the Fund to call its annual meeting of shareholders;
- (e) the receipts and disbursements of the Fund for the period from May 9, 2014 to October 10, 2014;
- (f) the Fund’s cash flow projections for the period from October 13, 2014 to May 31, 2015; and
- (g) the Monitor’s comments on the Fund’s request for an extension of the Stay of Proceedings.

TERMS OF REFERENCE

12. In preparing this report, the Monitor has relied upon unaudited financial information, other information available to the Monitor, where appropriate the Applicant’s books and records and discussions with various parties, including advisors to Roseway and the Fund’s management and advisors.

13. Future oriented financial information reported or relied on in preparing this report is based on management’s assumptions regarding future events; actual results may vary from forecast and such variations may be material.

14. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

15. Capitalized terms not defined herein shall have the meaning ascribed to them in the affidavit of Ian Ross, Chairman of the Fund, sworn October 15, 2014 and filed (the “**October 15th Affidavit**”).

16. This report should be read in conjunction with the October 15th Affidavit as certain information contained in the October 15th Affidavit has not been included herein in order to avoid unnecessary duplication.

THE STATUS OF THE PORTFOLIO

17. In accordance with the terms of the Investment Advisor Agreement, in June 2014 Roseway engaged Ms. Donna Parr of Crimson Capital to manage the Fund’s Portfolio of investments.

18. Ms. Parr has extensive experience in venture and private equity investing. Since being engaged to manage the Portfolio Ms. Parr has, amongst other things, established regular contact with the Fund’s principal investments, including assuming board positions where appropriate, reviewing the Portfolio, assessing the timing and quantum of potential recoveries and facilitating the collection of escrow and other amounts due to the Fund.

19. Since the commencement of the Investment Advisor Agreement, funds totalling approximately CDN\$1.97 million and US\$1.4 million have been realized. Distributions to Roseway totalling CDN\$1 million and US\$1.375 million were made on October 16, 2014. The balance of the funds are currently being held in blocked accounts in the name of the Monitor for the benefit of Roseway and the Fund that were established pursuant to the terms of the

Investment Advisor Agreement and a further agreement between the Fund, the Monitor and Roseway. Funds from the Blocked Accounts are only disbursed by the Monitor on receipt of written instructions provided by Roseway nominees.

20. It is estimated that recovery from investments during the proposed stay extension period will total approximately \$16 million, however the exact quantum and timing of such receipts is not known. These funds, net of any holdback for expenses of the Fund that are permitted in accordance with the Investment Advisor Agreement, will be distributed to Roseway.

21. The Monitor notes that the Fund's single largest investment- its shares in Ambit Biosciences Corporation ("**Ambit**"), will likely be disposed of in the near future and would result in a significant realization for the Fund. Ambit is a publicly traded company engaged in the development of cancer treating drugs. On September 29, 2014 Ambit announced that it had entered into an agreement with Daiichi Sankyo ("**Daiichi**") whereby Daiichi would acquire all of the outstanding shares of Ambit, subject to obtaining US regulatory approvals. If such approvals are obtained the transaction is expected to close prior to the end of 2014.

THE STATUS OF THE ALLEN-VANGUARD LITIGATION PROCEEDINGS

General Background

22. Counsel to Allen-Vanguard served the Fund, the Monitor and all parties on the service list in the within proceedings, a notice of motion (the "**Allen-Vanguard Motion**") for, *inter alia*, an Order by this Court that the Stay of Proceedings does not apply to the continuation of the proceedings bearing Court File No. 08-CV-43188 and Court File No. 08-CV-43544.

23. The Allen-Vanguard Motion was derived from the litigation proceedings (the "**Allen Vanguard Litigation**") commenced by Allen-Vanguard against the Fund and other

offeree shareholders (the “**Offeree Shareholders**”) and relates to Allen-Vanguard’s purchase of shares previously held by the Fund and the Offeree Shareholders in Med-Eng Systems Inc.

24. On November 28, 2013, the Fund served a Notice of Cross Motion returnable February 11, 2013 (the “**Cross Motion**”). The Allen-Vanguard Motion and the Cross Motion were heard on February 11, 2014.

Litigation Timetable and Compliance

25. The Honourable Justice Brown rendered his decision with respect to the Allen-Vanguard Motion and Cross Motion and held, *inter alia*, that the Stay of Proceedings was lifted solely with respect to the Allen-Vanguard Litigation (the “**April 10th Reasons**”). In rendering his decision, Justice Brown imposed strict terms and conditions on the lifting of the Stay of Proceedings, including the following:

- (a) The Ottawa Proceedings were to continue under the case management of Master MacLeod;
- (b) Allen-Vanguard must set down for trial its claim against the Fund by no later than July 1, 2014;
- (c) The offeree shareholders, including the Fund, must set down for trial their action by no later than October 1, 2014;
- (d) Additional examinations for discovery proposed by the offeree shareholders, including the Fund, must be completed “over the next few months” and were limited to 5 days;

- (e) The Fund shall not participate in a motion for summary judgment against Allen-Vanguard; and
- (f) The parties shall consult with Master MacLeod in an effort to secure a trial date for the Ottawa Proceedings to commence no later than the second quarter of 2015, the date to be peremptory on all parties.

26. On May 14, 2014, the Fund brought a motion to extend the Stay of Proceedings, which was set to expire at that time on May 16, 2014. The extension of the Stay of Proceedings was granted until November 30, 2014.

27. At this time, the Fund seeks Court approval for an extension of the Stay of Proceedings until May 31, 2015. In the April 10th Reasons, Justice Brown directed that the following factors be considered in: (i) granting a continued extension of the Stay of Proceedings of the Fund; and (ii) granting a continued partial lifting of the Stay of Proceedings as it relates to the claim of Allen-Vanguard:

- (a) the compliance by the Fund, as a party in the Ottawa Proceedings, in meeting the Litigation Milestones for the purpose of ascertaining whether the Fund has acted in good faith and with due diligence as required by CCAA s. 11.02(3)(b); and
- (b) the compliance by Allen-Vanguard in meeting the Litigation Milestones for the purpose of ascertaining whether the partial lifting of the stay should continue or whether the stay should be reimposed with the addition of the other offeree shareholders, including the Fund, as named beneficiaries of the stay.

28. The Monitor has consulted with counsel to both Allen-Vanguard and the Fund with respect to the status of the Allen-Vanguard Litigation and whether, in their respective

views, the parties were still on track to meet the Litigation Milestones. Based on these discussions, the Monitor understands that both the Fund and Allen-Vanguard have been working cooperatively and that the parties are meeting the required Litigation Milestones. A trial date of March 30, 2015 has been set for 9 to 11 weeks. The Monitor also understands that there will be no further examinations for discovery following the return of this motion.

29. Accordingly and further to the April 10th Reasons, it is the view of the Monitor that: (i) for the purposes of ascertaining whether the Fund has acted in good faith and due diligence, each of which is required in order to meet the test for an extension of the Stay of Proceedings, the Fund is in compliance with the Litigation Milestones; and (ii) for the purposes of ascertaining whether the partial lifting of the Stay of Proceedings as against Allen-Vanguard should continue, Allen-Vanguard is in compliance with the Litigation Milestones.

30. The Monitor will endeavour to keep apprised as to the status of the Allen Vanguard Litigation and to update the Court, prior to the expiry of the proposed Stay Period in May 2015, if there are any material issues that may prevent the parties from meeting the conditions and timelines imposed by his Honour in the April 10th Reasons.

TRANSITIONAL SERVICES

31. Pursuant to the Amended and Restated Initial Order, the Former Manager was designated as a critical supplier in connection with the provision of certain transitional services to the Fund pursuant to the Management Agreement.

32. The scope of the transitional services to be provided by the Former Manager as well as the methodology for calculating the costs of such transitional services were agreed to in a Critical Services Transition Agreement entered into between the Applicant and the Former Manager on October 15, 2013 (the "CTSA").

33. Pursuant to the CTSA, the Former Manager was required to provide and has provided transitional services to the Fund.

34. After entering into the CTSA, the Fund identified certain additional transition services which were not outlined in the scope of transitional services to be provided in the CTSA but were needed by the Fund. The Fund and the Former Manager, with the oversight of the Monitor, negotiated for the Former Manager to record certain shareholder information and administrative requests and to process account changes as they relate to certain RIF transfers from RRSPs for the 2013 calendar year.

35. For the 2014 calendar year, the Fund did not request that the Former Manager process RIF transfers or other shareholder information changes such as changes to the shareholder's investment advisor, address or beneficiary. Accordingly, the Monitor has received numerous calls, emails and faxes from shareholders of the Fund to process such transfers, as well as requests as to the status of their accounts. The number of such requests will likely increase at year end when RIF transfers must be registered. The Monitor has indicated to the Fund that it is not cost effective for the Monitor to deal with the RIF transfers, to process other shareholder requests or to update the shareholder database accordingly.

36. The Fund has indicated to the Monitor that it is investigating the engagement of third party service providers to process RIF transfers for 2014 and to deal with other shareholder requests, however the Fund has further advised that its ability to properly engage such third party service providers is constrained as a result of the absence of all of the books and records of the Fund in a database system that is in the possession of the Former Manager. The Fund, and any third party service providers which may be engaged to process RIF transfers and provide other back office services for the benefit of shareholders of the Fund, will require, in a usable format,

the shareholder database currently in the possession of the Former Manager. The Fund, with the assistance of the Monitor, continues to diligently seek from the Former Manager, the Fund's records and documentation in a useable format relating to the Fund's business and affairs that are in the possession and control of the Former Manager and which the Fund has requested on several occasions.

37. There is a dispute between the Fund and the Former Manager with respect to: (i) certain of the amounts claimed by the Former Manager as being owed by the Fund for services delivered under the CTSA; and (ii) reimbursement sought by the Former Manager from the Fund of certain amounts which the Former Manager claims were incurred by the Fund, and, the Former Manager claims, in respect of which the Fund benefited.

38. The total amount claimed by the Former Manager in respect of the foregoing post-filing CCAA matters is approximately \$458,000. The Monitor understands that the Fund disputes all such claims by the Former Manager.

39. The Monitor notes that the Fund and the Former Manager have been in discussions to resolve this issue for several months now. The Monitor will report further to the Court on this matter should litigation between the parties proceed.

ANNUAL GENERAL MEETING OF SHAREHOLDERS

40. The Fund is seeking an order allowing it to postpone its annual general meeting of shareholders ("AGM") to a date that is 90 days after the conclusion of the CCAA proceedings.

41. The Monitor understands that the Fund is required to hold its AGM no later than fifteen months after the last AGM, but no later than 6 months after the end of the Fund's financial year. The last AGM was held on February 19, 2013.

42. Pursuant to an Order of the Court dated February 28, 2014, the date upon which the Fund was required to hold its AGM was extended to October 31, 2014.

43. The Monitor is of the view that at this time the Fund is not in a position to hold the AGM. There is no new business to put before the shareholders of the Fund and the costs necessary to hold the AGM would not be appropriate at this time to expend in light of the fact that the Fund's sole secured creditor has not yet been repaid in full and there are also outstanding claims of unsecured creditors. Further, the Monitor is of the view that the shareholders of the Fund have access to information with respect to the Fund and these CCAA proceedings through the Monitor's website established for the Fund as well as the various press releases that have been issued by the Fund in respect of material developments, and which press releases will continue to be issued by the Fund in respect of new material developments.

**ACTUAL RECEIPTS AND DISBURSEMENTS OF THE FUND FOR THE PERIOD
FROM MAY 16, 2014 TO OCTOBER 10, 2014**

44. The Fund's actual net cash flow for the period from May 16, 2014 to October 10, 2014 (the "**Current Period**") together with an explanation of key variances as compared to the forecast attached to the Monitor's Tenth report dated May 12, 2014 (the "**May 12th Forecast**") is set out below. Actual net cash outflows for the Current Period were approximately \$509,000 lower than forecast, summarized as follows:

Growthworks Canadian Fund Statement of receipts & disbursements at October 10, 2014

	Forecast	Actual	Variance
	\$'000	\$'000	(positive)/negative \$'000
Cash Inflow			
Venture Exits	0	25	(25)
Total Cash Inflow			
Cash Outflow			
Follow on Funding	150	0	(150)
CEO Fees & Expenses	22	37	15
Payroll & Benefits	57	0	(57)
Legal Counsel & Financial Advisor fees	336	506	170
Rent, communication and utilites	6	0	(6)
Board Fees	181	181	(0)
Audit fees	230	95	(135)
Monitor & Monitor's Counsel's fees	281	157	(124)
Total Cash Outflow	1263	951	(312)
IAA fees and expenses	197	0	(197)
Net Cash Out Flow	1460	951	509
Opening Cash Balance	1844	1844	(0)
Net Cash Flow	(1460)	(951)	(509)
Ending Cash Balance	384	893	(509)

45. The variance in actual receipts and disbursements is comprised primarily of the following:

- (a) lower than anticipated follow on funding resulting in a favourable variance of \$150,000. This variance is due to timing and should be reserved in the near future;
- (b) payroll and benefits resulting in a favourable variance of \$57,000. When the May 12th forecast was prepared it was anticipated that an independent contractor would be hired to provide accounting and other back office services. The Fund

subsequently engaged an accounting firm, Hillborn LLP to perform these services. To date Hillborn LLP has not submitted any invoices, accordingly this variance is expected to reverse over time;

- (c) legal and financial advisor fees of the Fund resulting in a negative variance of \$170,000. The Fund has incurred higher than anticipated costs in dealing with, *inter alia*, pre and post filing claims and disputes;
- (d) Audit fees of the Fund resulting in a positive variance of \$135,000. The Fund has determined that an audit for the 2014 fiscal year is not necessary at this time. This variance may reverse in future;
- (e) Fees of the Monitor and the Monitor's counsel resulting in a favourable variance of \$124,000, this variance is largely permanent in nature; and
- (f) Investment Advisor fees and expenses, this variance is due largely to timing and is expected to reverse.

THE FUND'S CASH FLOW FORECAST

46. The Fund has prepared a revised cash flow forecast for the period October 13, 2014 to May 31, 2015 (the "**October Forecast**"). A copy of the October Forecast is attached as Appendix "B". The October Forecast shows a negative net cash flow of approximately \$469,000 with a projected closing cash balance on hand of \$347,000, all of which is summarized below:

Growthworks Canadian Fund Ltd.
Cash Flow Forecast
CAD \$000

	Total
Funding from investment exits	1,350
<i>Cash Outflow</i>	
Follow on investments	150
Back office services and third party service providers	215
D&O Insurance premiums	225
Legal & Fees	350
Board Fees	128
CEO Fees & Expenses	-
Other expenses and contingency	120
Cash Out Flows	1,188
<i>Restructuring Costs</i>	
Monitor and Monitor's Counsel Fees	340
Total Restructuring Fees	340
IAA Fees & Expenses	368
IAA Additional Fee	-
Total Outflows	1,896
Opening Cash	893
Cash inflow	1,350
Cash Outflows	(1,896)
Closing Cash	347

47. It is anticipated that the Fund's projected liquidity requirements throughout the October Forecast period will continue to be met by existing cash available to the Fund and proceeds of anticipated investment exits.

DISTRIBUTIONS TO ROSEWAY

48. On November 28, 2013, the Court granted an Order authorizing the Fund, with the consent of the Monitor to, *inter alia*, make distributions to Roseway provided that certain priority payables are able to be paid by the Applicant when due (the “**Distribution Order**”).

49. Pursuant to the Distribution Order and since the date of the filing of the Tenth Report, the Fund, with the consent of the Monitor, has distributed to Roseway, CDN\$1 million and US\$1.375 million, both distributions were made on October 16, 2014.

STAY EXTENSION

50. The stay period currently expires on November 30, 2014 (the “**Stay Period**”) and the Fund is seeking an extension of the Stay of Proceedings to and including May 31, 2015.

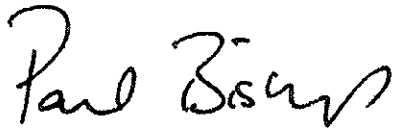
51. The Monitor is supportive of the stay extension of the Fund in order for the Fund to preserve and maximize, through the continued management of the Portfolio by Roseway, the value of the Fund’s assets in order to repay the indebtedness owing to Roseway and, from and after such time as Roseway is paid in full, for the benefit of the Fund’s stakeholders.

52. The Monitor is of the belief that stakeholders and creditors of the Fund would not be materially prejudiced by the long term extension of the Stay Period. The Monitor is also of the belief that the Fund has acted, and is acting, in good faith and with due diligence and that circumstances exist that warrant an extension of the stay to May 31, 2015.

The Monitor respectfully submits to the Court this Eleventh Report.
Dated this 17th day of October, 2014.

FTI Consulting Canada Inc.

in its capacity as Monitor of GrowthWorks Canadian Fund Ltd. and not in its personal or corporate capacity

A handwritten signature in black ink, appearing to read "Paul Bishop". The signature is written in a cursive, flowing style.

Paul Bishop
Senior Managing Director

APPENDIX "A"

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

THE HONOURABLE MR.) TUESDAY, THE 1ST
)
JUSTICE NEWBOULD) DAY OF OCTOBER, 2013

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

AND IN THE MATTER OF A PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
GROWTHWORKS CANADIAN FUND LTD.
(the "APPLICANT")

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicant, 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 C. Ian Ross sworn September 30, 2013 and the Exhibits thereto (the "Ross Affidavit"), and on being advised that Roseway Capital S.a.r.l. ("Roseway"), the secured creditor who is likely to be affected by the charges created herein was given notice, and on hearing the submissions of counsel for the Applicants, counsel for Roseway and counsel for the proposed Monitor, FTI Consulting Canada Inc., counsel for the Manager (defined below) and on reading the consent of FTI Consulting Canada Inc. to act as the Monitor,

THIS APPLICATION, made by the Applicant, pursuant to the CCAA was heard this day at 330 University Avenue, Toronto, Ontario.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant 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 Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant shall be authorized and empowered to continue to retain and employ the employees, consultants, 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 Applicant shall be entitled to utilize a central cash management system (a "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 propriety, 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 Applicant 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 Person (as hereinafter defined) other than the Applicant, 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 the Plan 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 Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all reasonable transition costs of the Manager (as defined below) pursuant to the terms of the Critical Transition Services Agreement (as defined below), and 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 management agreements, compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;

- (b) Follow on Investments in Portfolio Companies (as defined in the Ross Affidavit, the "Portfolio Companies", each a "Portfolio Company") for which provision is made in the Cash Flow Projection (as defined in the Ross Affidavit) or which are approved by the Monitor; and
- (c) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area

maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant 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 Applicant to any of its creditors as of this date except as provided in the Cash Flow Projection; (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.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$25,000 in any one transaction or \$100,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate and terminate the provision of transitional services by the Manager (as defined below); and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "**Restructuring**"). For greater clarity, dispositions of the Applicant's interest in a Portfolio Company as part of a liquidity event, is an ordinary course transaction that does not require Court approval.

12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including October 31, 2013, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process

in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

16. THIS COURT ORDERS that any rights or obligations, including any right or obligation under a contract, an agreement or other document affecting or relating to a Portfolio Company, that arise, come into effect or are "triggered" by the insolvency of the Applicant, by the commencement of these proceedings or the making of this Order shall be of no effect and no person shall be entitled to exercise any rights or remedies in connection therewith.

NO INTERFERENCE WITH RIGHTS

17. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant or any right, renewal right, contract, agreement, licence or permit in favour

of or held by a Portfolio Company to the extent relevant to the Applicant, the Business, the Property or these proceedings, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

CRITICAL SUPPLIERS

20. THIS COURT ORDERS AND DECLARES that this Order is without prejudice to any arguments of the Fund, Growthworks WV Management Ltd. (the “**Manager**”) or GrowthWorks Capital Ltd. (“**GWC**”), in connection with the purported termination of the Management Agreement described in the Ross Affidavit (the “**Management Agreement**”).

21. THIS COURT ORDERS that, the Manager, GWC, and each Person engaged or contracted by the Manager and/or GWC (not including employees of the Manager or GWC) in connection with providing transitional services to the Applicant pursuant to the Management Agreement on or after October 1, 2013 is a critical supplier to the Applicant as contemplated by Section 11.4 of the CCAA (each, a “**Critical Supplier**”) and each Critical Supplier shall be entitled to the benefit of and is hereby granted a charge (together, the “**Critical Suppliers’ Charge**”) on the Property of the Applicant in an amount equal to the lesser of (a) the value of the goods and services supplied by such Critical Supplier and received by the Applicant after the date of this Order less all amounts paid to such Critical Supplier in respect of such goods and services; and, (b) the amount to which the Manager is entitled to be paid under the Critical Transition Services Agreement attached hereto as Schedule “1”. The Critical Supplier Charge shall have the priority set out in paragraphs 38 and 40 herein.

22. THIS COURT ORDERS that each Critical Supplier shall, in addition to any other obligations it has under this Initial Order, supply and continue to supply the Applicant with transitional services pursuant to the Management Agreement. In the case of the Manager, it shall supply and continue to supply the Critical Transition Services (as defined in the Critical Transition Services Agreement) pursuant to and as set out in the Critical Transition Services Agreement. No Critical Supplier may require the payment of a deposit or the posting of any security in connection with the supply of such services after the date of this Order.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant, or against any current or future Applicant-nominated director of any of the Portfolio Companies (the "Portfolio Company Directors") with respect to any claim against the directors, officers or Portfolio Company Directors that arose before, on or after the date hereof and that relates, (i) in the case of the former, current or future directors or officers of the Applicant, to any obligations of the Applicant, or (ii) in the case of the Portfolio Company Directors, to any obligations of the Portfolio Companies, and in either case whereby the directors, officers or Portfolio Company Directors are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers, and may indemnify the Portfolio Company Directors if, in its own discretion and in consultation with the Monitor, it elects to do so, against obligations and liabilities that they may incur as directors or officers of the Applicant or directors of a Portfolio Company after the commencement of the within proceedings, except to the extent that, with respect to any director, officer or Portfolio Company Director, the obligation or liability was incurred as a result of the director's, officer's or Portfolio Company Director's gross negligence or wilful misconduct. The Applicant and the Portfolio Company Directors will use reasonable commercial efforts to address any dispute regarding the indemnity coverage with the guidance and assistance of the Monitor, and, if required, this Court.

25. THIS COURT ORDERS that the directors and officers of the Applicant 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 \$1,000,000, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 38 and 40 herein.

26. THIS COURT ORDERS that the Portfolio Company Directors shall be entitled to the benefit of and are hereby granted a charge (the "Portfolio Company Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$10,000,000, as security for the indemnity referred to in paragraph 24 of this Order, to the extent one is provided by the Applicant. The Portfolio Company Directors' Charge shall have the priority set out in paragraphs 38 and 40 herein.

27. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge or the Portfolio Company Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order, and the Portfolio Company Directors shall only be entitled to the benefit of the Portfolio Company Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified by the Applicant, to the extent an indemnity is provided by the Applicant accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

28. THIS COURT ORDERS that FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its

powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

29. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicant in its preparation of the Applicant's cash flow statements;
- (d) advise the Applicant in respect to the Plan and any amendments to the Plan;
- (e) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (f) have full and complete access to the Property including the premises, the premises of the Manager to the extent Property of the Applicant is located on the Manager's premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order and all Persons, including the Applicant and the Manager, shall permit such full and complete access to such Property to the Monitor;
- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

- (h) establish one or more accounts to hold any proceeds of the disposition of the Portfolio Companies (the "Proceeds Accounts");
- (i) administer the Proceeds Accounts for and on behalf of the Applicants and to distribute funds from such Proceeds Accounts from time to time to satisfy expenses that the Applicant is entitled and/or required to pay pursuant to this Order, as directed by the Applicant and in accordance with the Cash Flow Projection and any update cash flow projections; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

30. THIS COURT ORDERS that the Monitor shall not take possession of the Property with the exception of the Proceeds Accounts, and shall take no part whatsoever in the management or supervision of the management of the Business or the businesses of the Portfolio Companies and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

31. THIS COURT ORDERS that McCarthy Tétrault LLP is entitled to transfer the funds held by it in trust as described in the Ross Affidavit at paragraph 88, and any future proceeds that may be received by it from time to time from the disposition of the Portfolio Companies, to the Monitor for deposit into the Proceeds Accounts to be held by the Monitor for and on behalf of the Applicant in accordance with the terms of this Order.

32. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other

contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

33. THIS COURT ORDERS that that the Monitor shall provide to any creditor of the Applicant information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

34. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order (including, without limitation, with respect to administering the Proceeds Accounts for and on behalf of the Applicants), save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

35. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a bi-weekly basis and, in

addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, counsel to the Applicant and CCC (as defined in the Ross Affidavit), retainers in the amount of \$50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

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

37. THIS COURT ORDERS that the Monitor, counsel to the Monitor, CCC (as defined in the Ross Affidavit), and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 38 and 40 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

38. THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge and the Critical Suppliers' Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000);

Second – Directors' Charge (to the maximum amount of \$1,000,000);

Third – Critical Suppliers' Charge (to the maximum amount of \$50,000);

and,

Fourth – Portfolio Company Directors' Charge and Critical Suppliers' Charge to the extent that it exceeds \$50,000.

39. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge, the Critical Suppliers' Charge and the Portfolio Company Directors' 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.

40. THIS COURT ORDERS that each of the Charges (as constituted and defined herein) shall constitute a charge on the Property and that the entire Directors' Charge, the entire Administration Charge and the Critical Suppliers' Charge to a maximum amount of \$50,000 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. To the extent the Critical Suppliers' Charge exceeds \$50,000, such additional amount, together with the Portfolio Company Directors' Charge, shall rank *pari passu* with one another behind the Encumbrances.

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

42. THIS COURT ORDERS that the Charges 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") 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 *Bankruptcy and Insolvency Act* (the "BIA"), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e)

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 Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create nor be deemed to constitute a breach by the Applicant 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 creation of the Charges; and
- (c) neither the payments made by the Applicant pursuant to this Order nor the granting of the Charges shall constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

44. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

45. THIS COURT ORDERS that the Applicant and the Monitor be at liberty to serve 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 electronic transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic 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.

46. THIS COURT ORDERS that the Applicant, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at <http://cfcanada.fticonsulting.com/gcfl>.

GENERAL

47. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

48. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, a Portfolio Company, the Business or the Property.

49. 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 Applicant, 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 Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

50. THIS COURT ORDERS that each of the Applicant and the Monitor 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 Monitor 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.

51. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) 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.

52. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

APPENDIX "B"

Growthworks Canadian Fund Ltd.
Cash Flow Forecast
CAD \$000

	Week 1 10-17	Week 2 10-24	Week 3 10-31	Week 4 11-07	Week 5 11-14	Week 6 11-21	Week 7 11-28	Week 8 12-05	Week 9 12-12	Week 10 12-19	Week 11 12-26
Funding from investment exits	-	950	-	-	-	-	-	-	-	400	-
<i>Cash Outflow</i>											
Follow on Investments	-	150	-	-	-	-	-	-	-	-	-
Back office services and third party service providers	-	-	30	-	-	-	30	-	-	-	30
D&O Insurance premiums	-	-	-	-	-	-	-	-	-	225	-
Legal & Fees	-	-	36	7	-	-	49	-	-	-	35
Board Fees	-	-	2	35	-	-	2	-	-	-	2
CEO Fees & Expenses	-	-	-	-	-	-	-	-	-	-	-
Other expenses and contingency	-	-	15	-	-	-	15	-	-	-	15
Cash Out Flows	-	150	83	42	-	-	96	-	-	225	82
<i>Restructuring Costs</i>											
Monitor and Monitor's Counsel Fees	-	-	45	-	50	-	35	-	-	-	35
Total Restructuring Fees	-	-	45	-	50	-	35	-	-	-	35
IAA Fees & Expenses	-	-	192	-	-	-	-	-	-	-	-
IAA Additional Fee	-	-	-	-	-	-	-	-	-	-	-
Total Outflows	-	150	320	42	50	-	131	-	-	225	117
Opening Cash	893	893	1,693	1,373	1,331	1,281	1,281	1,150	1,150	1,150	1,325
Cash inflow	-	950	-	-	-	-	-	-	-	400	-
Cash Outflows	-	(150)	(320)	(42)	(50)	-	(131)	-	-	(225)	(117)
Closing Cash	893	1,693	1,373	1,331	1,281	1,281	1,150	1,150	1,150	1,325	1,208

Growthworks Canadian Fund Ltd.
Cash Flow Forecast
CAD \$'000

	Week 1		Week 2		Week 3		Week 12		Week 13		Week 14		Week 15		Week 16		Month Ended		Month Ended		Month Ended		Total		
	10-17	10-24	10-31	11-07	11-14	11-21	11-28	12-05	12-12	12-19	12-26	01-02	01-09	01-16	01-23	01-30	02-06	02-13	02-20	02-27	03-06	03-13		03-20	05-31
Funding from investment exits	-	950	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,350	
<i>Cash Outflow</i>																									
Follow on investments	-	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	150	
Back office services and third party service providers	-	-	30	-	-	-	-	-	-	-	-	-	-	-	25	25	25	25	25	25	25	25	25	25	215
D&O Insurance premiums	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	225	
Legal & Fees	-	-	36	10	-	23	-	-	-	-	-	-	-	-	30	30	30	30	30	30	30	30	30	45	350
Board Fees	-	-	2	-	-	-	-	-	-	-	-	-	-	-	79	79	79	79	79	79	79	79	79	2	128
CEO Fees & Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other expenses and contingency	-	-	15	-	-	-	-	-	-	-	-	-	-	-	15	15	15	15	15	15	15	15	15	15	120
Cash Out Flows	-	150	83	10	-	23	-	-	-	-	-	-	-	-	149	149	149	149	149	149	149	149	149	87	1,188
<i>Restructuring Costs</i>																									
Monitor and Monitor's Counsel Fees	-	-	45	-	-	-	-	-	-	-	-	-	-	-	35	35	35	35	35	35	35	35	35	35	340
Total Restructuring Fees	-	-	45	-	-	-	-	-	-	-	-	-	-	-	35	35	35	35	35	35	35	35	35	35	340
<i>IAA Fees & Expenses</i>																									
IAA Additional Fee	-	-	192	88	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	368
Total Outflows	-	150	320	98	-	23	-	-	-	-	-	-	-	-	184	184	184	184	184	184	184	184	184	122	1,896
Opening Cash	893	893	1,693	1,208	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	469	893
Cash Inflow	-	950	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,350
Cash Outflows	-	(150)	(320)	(98)	-	(23)	-	-	-	-	-	-	-	-	(184)	(184)	(184)	(184)	(184)	(184)	(184)	(184)	(184)	(122)	(1,896)
Closing Cash	893	1,693	1,373	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,088	904	904	904	904	904	904	904	904	904	347	347

- 1 The purpose of this Cash Flow Forecast is to determine the liquidity requirements for Growthworks Canadian Fund Ltd. for the period ending May 2015.
- 2 This budget does not include realizations from investment exits, these funds are held separately and are primarily distributed to paydown the fund's secured debt.
- 3 Follow on Funding is based on management's estimate of possible requirements as well as the provisions of the Investment Advisor Agreement.
- 4 Operating expenses are forecast based on historical analysis and estimates from services providers.
- 5 Estimated Restructuring costs are based on projected costs associated with legal and professional fees relating to the CCAA Proceedings and certain ongoing litigation.
- 6 Investment Advisor Fees are estimated pursuant to the Investment Advisor Agreement.

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
GROWTHWORKS CANADIAN FUND LTD.

Court File No: CV-13-10279-00CL

Ontario
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**THE ELEVENTH REPORT OF
FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS MONITOR**

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