

**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 PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
GROWTHWORKS CANADIAN FUND LTD.

B E T W E E N :

GROWTHWORKS WV MANAGEMENT LTD.

Plaintiff

- and -

GROWTHWORKS CANADIAN FUND LTD.

Defendant

**MOTION RECORD OF THE DEFENDANT
(REMOVING PARTY FROM SERVICE LIST)**

March 27, 2017

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Tab 1

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

**ONTARIO
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IN THE MATTER OF THE *COMPANIES' CREDITORS
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OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
GROWTHWORKS CANADIAN FUND LTD.

B E T W E E N :

GROWTHWORKS WV MANAGEMENT LTD.

Plaintiff

- and -

GROWTHWORKS CANADIAN FUND LTD.

Defendant

**NOTICE OF MOTION
(REMOVING PARTY FROM SERVICE LIST)**

The Defendant, GrowthWorks Canadian Fund Ltd. (the "**Fund**") will make a motion to a judge presiding over the Commercial List, on March 31, 2017, or as soon 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:

- (a) an Order permanently removing Cornerstone Securities Canada Inc. (also referred to as the Cornerstone Group) ("**Cornerstone**") from the CCAA Service List as defined in the Order of Justice McEwen dated January 9, 2014 (the "**Claims Procedure Order**"); and,
- (b) a declaration that Cornerstone has no standing in the trial between the Fund and the plaintiff, GrowthWorks WV Management Ltd. (the "**Former Manager**");

- (c) an Order for the costs of this motion and payable to the Fund forthwith;
and,
- (a) such further and other relief as this Court considers just.

THE GROUNDS FOR THE MOTION ARE:

- (a) The claim by the Former Manager against the Fund is asserted within a CCAA claims process. The Court has ordered that this claim and the Fund's counter-claim are to proceed by way of action and are to be tried together. The action has been set down for a 10 day trial, to be scheduled.
- (b) Cornerstone has attempted to participate in, and/or interfere with, the proceeding between the Former Manager and the Fund, including on the following occasions:
 - (i) On December 12, 2016, Gerald Fields, President and General Counsel of Cornerstone attended in Chambers before Justice Newbould to obtain indiscernible relief;
 - (ii) On or about March 17, 2017, Mr. Fields attended *ex parte* before Justice Hainey to obtain copies of documents in respect of this proceeding. The matter was adjourned until March 31, 2017, to provide counsel to the Former Manager, the Fund and the Monitor, an opportunity to respond.
- (c) Cornerstone is not a creditor of the Fund:
 - (i) Pursuant to the Claims Procedure Order, if a proof of claim was not filed by March 6, 2014, it was barred and extinguished (the "**Claims Bar Date**").
 - (ii) Cornerstone did not file a proof of claim by the Claims Bar Date, and has not subsequently brought a motion for an extension of time to do so.

- (iii) Cornerstone has stated that it is entitled to payment on the basis of a purported engagement letter and indemnity agreement between Cornerstone and David Levi, the former President and Chief Executive Officer of the Former Manager. The Fund is not a party to the purported agreement and accordingly cannot be responsible for payment pursuant to it. In any event, despite numerous requests by the Fund and the Monitor, Cornerstone has not produced any engagement letter and indemnity agreement to substantiate its claim.
- (d) Even if Cornerstone were a creditor, it would not have standing in a claims process proceeding between the Fund and the Former Manager.
- (e) Cornerstone has no interest in the subject matter of the proceeding between the Fund and the Former Manager.
- (f) Given that Cornerstone is not a creditor of the Fund, Cornerstone would not be adversely affected by a judgment in a proceeding between the Fund and the Former Manager.
- (g) Cornerstone has no question of law or fact in common in the proceeding between Fund and the Former.
- (h) Rules 13 of the *Rules of Civil Procedure*;
- (i) Section 131 of the *Courts of Justice Act*;
- (j) 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 the motion:

- (a) The pleadings and proceedings herein;

- (b) Affidavit of C. Ian Ross, sworn March 27, 2017 and the exhibits attached thereto;
- (c) Such further and other documentary evidence as counsel may advise and this Court may permit.

March 27, 2017

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**GROWTHWORKS WV
MANAGEMENT LTD.**
Plaintiff

**GROWTHWORKS CANADIAN FUND
LTD.**
Defendant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION
(REMOVING PARTY FROM SERVICE LIST)**

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Tab 2

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

**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 PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
GROWTHWORKS CANADIAN FUND LTD.

BETWEEN:

GROWTHWORKS WV MANAGEMENT LTD.

Plaintiff

- and -

GROWTHWORKS CANADIAN FUND LTD.

Defendant

**AFFIDAVIT OF C. IAN ROSS
(Sworn March 27, 2017)**

I, C. Ian Ross, of the Town of Collingwood, in the Province of Ontario, MAKE OATH AND SAY:

1. I am Chair and Interim Chief Executive Officer of GrowthWorks Canadian Fund Ltd. (the "Fund"). As such, I have personal knowledge of the facts to which I hereinafter depose.

Background

2. On October 1, 2013, the Fund made an application under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "CCAA") and an initial order (the "Initial Order") was made by the Honourable Justice Newbould. FTI Consulting Canada Inc. (the "Monitor") was appointed as monitor of the Fund.

3. On January 9, 2014, Justice McEwen made an order which established a claims procedure to identify, determine and resolve claims of creditors of the Fund (the

“**Claims Procedure Order**”). The Claims Procedure Order provides that any claim against the Fund that is not filed by March 6, 2014, is forever “extinguished, barred, discharged and released” as against the Fund (the “**Claims Bar Date**”). Attached as **Exhibit “A”** is a copy of the Claims Procedure Order.

The Service List

4. The CCAA Service List as defined in the Claims Procedure Order is available on the Monitor’s website and is attached as **Exhibit “B”**.

5. Cornerstone Securities Canada Inc. (also sometimes referred to as the Cornerstone Group) (“**Cornerstone**”) is on the CCAA Service List.

Cornerstone

6. The Monitor’s Thirteenth report provides a helpful background to Cornerstone’s purported claim at paragraphs 40 to 49 and Appendix F to J of the report. Attached as **Exhibit “C”** is a copy of the Monitor’s Thirteenth report.

7. According to the Monitor’s Thirteenth report:

- (a) On January 2, 2015, Gerald Fields, President and General Counsel of Cornerstone notified the Monitor of a claim against the Fund. Mr. Fields claimed that Cornerstone was owed money pursuant to a purported engagement letter and indemnity agreement (the “**purported agreement**”). This notification is found at page 92 of the Monitor’s Thirteenth report (page 154 of this record). The purported agreement was purportedly between Cornerstone and David Levi, the CEO and President of the Former Manager;
- (b) Despite requesting that Cornerstone produce documentation to support its claim, the Monitor had not received anything; and,

- (c) The Monitor had advised Cornerstone that it has not filed a proof of claim prior to the Claims Bar Date of March 6, 2014 (as provided in the Claims Procedure Order).

8. On February 17, 2015, counsel for the Fund, the Former Manager and the Monitor, as well as Mr. Fields, appeared before Justice Spence in chambers. Justice Spence's Endorsement of February 17, 2015 states: "Mr Field for Cornerstone may obtain a date from the office for a 9:30 on a day convenient to the parties to seek instructions re the Cornerstone request to make a late filing". Attached as Exhibit "D" is a copy of Justice Spence's Endorsement of February 17, 2015.

9. On February 18, 2015, Kevin McElcheran, previous counsel to the Fund wrote to Mr. Fields to request a copy of the purported agreement, to request an explanation of how the Fund could be responsible for paying the fees claimed by Cornerstone, and to reiterate that Cornerstone needed to bring a motion to permit the late filing of its claim. This e-mail is found at page 99 of the Monitor's Thirteenth report (page 161 of this record).

10. I am advised by counsel to the Fund and believe that Cornerstone never brought a motion to permit the late filing of its claim.

11. The purported agreement has never been produced to the Fund.

12. As far as I am aware, the Fund has never retained or done business with Cornerstone.

Cornerstone's Involvement in the Proceeding between the Fund and the Former Manager

13. Notwithstanding that Cornerstone does not have a claim against the Fund and has no standing in the proceeding between the Former Manager and the Fund, Cornerstone has acted as if it does. Mr. Fields has attended at Court on a number of occasions to participate in the proceeding between the Fund and the Former Manager. Two of these instances are described below.

December 12, 2016 Chambers Appointment

14. On December 12, 2016, Geoff Hall, counsel to the Fund, and I attended a chambers appointment before Justice Newbould, to discuss among other things, whether I would be cross-examined prior to trial. Mr. Hall of course did the speaking for the Fund. I was present in chambers and observed the entire proceeding. Mr. Fields was also present for reasons that were unexplained.

Attempted Ex Parte Motion on March 17, 2017

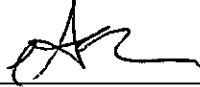
15. On March 17, 2017, Cornerstone attempted to bring an *ex parte* motion before Justice Hainey.

16. I am informed by Geoff Hall, counsel to the Fund, and believe that:

- (a) In the morning of March 17, 2017, Mr. Hall received a voicemail from Mr. Fields while Mr. Hall was on vacation with his family in Florida. On the voicemail, Mr. Fields advised that he was seeking an Order requiring service of documents on Cornerstone and that on instruction from Justice Hainey he was leaving a voicemail for Mr. Hall. Mr. Fields advised that if the Fund objected to the relief he was seeking, someone must be sent to Court that morning to appear before Justice Hainey;
- (b) As Mr. Hall was out of the country, he sent his associate, Sapna Thakker, to attend before Justice Hainey. Ms. Thakker sought an adjournment for Mr. Field's motion as no prior notice had been given to the Fund. Ms. Thakker successfully obtained an adjournment until March 31, 2017; and,
- (c) Following the adjournment, on March 24, 2017, a conference call between counsel to the Fund, the Former Manager, the Monitor and Mr. Fields was arranged. Following the conference call, certain correspondence was exchanged. Attached as Exhibit "E" are the correspondence exchanged following the conference call.

17. In addition to the foregoing, Mr. Fields has, on a monthly basis for approximately two years, sent e-mails to the Fund (and a wide variety of other parties) seeking payment of amounts that Cornerstone claims are owing to it. It appears from those emails that Cornerstone performed services for Mr. Levi and that Mr. Levi has refused to pay for those services. Attached as **Exhibit "F"** are copies of some of the e-mails received by Mr. Fields sent to the CCAA Service List.

SWORN BEFORE ME at the City of Toronto,
in the Province of Ontario this 27th day of
March, 2017.



Atrisha S. Lewis
A Commissioner for taking Affidavits



C. IAN ROSS

**GROWTHWORKS WV
MANAGEMENT LTD.**
Plaintiff

**GROWTHWORKS CANADIAN FUND
LTD.**
Defendant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF C. IAN ROSS
(Sworn March 27, 2017)**

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Lawyers for the Defendant,
GrowthWorks Canadian Fund Ltd.
DOCS 16508249

Tab A

THIS IS **EXHIBIT "A"** REFERRED TO IN THE

AFFIDAVIT OF C. IAN ROSS

SWORN BEFORE ME

ON THIS...2...DAY OF MARCH, 2017



A Commissioner for Taking Affidavits

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

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

THE HONOURABLE MR.

JUSTICE T. MCEWEN

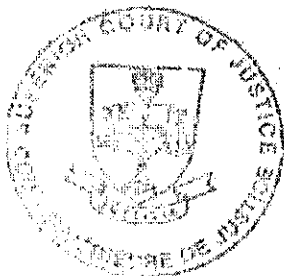
THURSDAY, THE 9TH

JUSTICE MCEWEN

) DAY OF JANUARY, 2014

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.



CLAIMS PROCEDURE ORDER

THIS MOTION, made by GrowthWorks Canadian Fund Ltd. (the "Applicant") for an order establishing a claims procedure to identify, determine and resolve claims of creditors of the Applicant, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of C. Ian Ross sworn on January 6, 2014, and the Fifth Report (the "Fifth Report") of FTI Consulting Canada Inc., in its capacity as monitor of the Applicant (the "Monitor"), and on hearing the submissions of counsel for the Applicant, the Monitor, Roseway Capital S.a.r.l. ("Roseway") and GrowthWorksWV Management Ltd. (the "Manager"), no one appearing for any other party although duly served as appears from the affidavit of service.

SERVICE

1. THIS COURT ORDERS that the time for service of this Motion and the Fifth Report is hereby abridged and validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS AND INTERPRETATION

2. THIS COURT ORDERS that, for the purposes of this Order establishing a claims process for the Creditors (as defined herein) of the Applicant (and in addition to terms defined elsewhere herein), the following terms shall have the following meanings ascribed thereto:

“Administration Charge” has the meaning given to that term in paragraph 37 of the Initial Order.

“AGTL Shareholders” means the plaintiffs in the Supreme Court of Nova Scotia action, Court File No. SN296202, against the Applicant and certain other defendants.

“Allen-Vanguard” means Allen-Vanguard Corporation.

“Allen-Vanguard Action” means the proceedings in Court File No. 08-CV-43544.

“BIA” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

“Business Day” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario.

“CCAA” means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C36, as amended.

“CCAA Proceedings” means the proceedings commenced by the Applicant in the Court at Toronto under Court File No. CV-13-10279-00CL.

“CCAA Service List” means the service list in the CCAA Proceedings posted on the Monitor's Website, as amended from time to time.

“Claim” means any right or claim of any Person, other than an Excluded Claim, but including an Equity Claim, that may be asserted or made in whole or in part against the Applicant, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by

reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person (including Directors and Officers) to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts prior to the Claims Bar Date, (B) relates to a time period prior to the Claims Bar Date, or (C) is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA had the Applicant become bankrupt on the Claims Bar Date.

“Claimant” means any Person having a Claim, including a D&O Indemnity Claim, or a D&O Claim and includes the permitted transferee or assignee of a Claim, a D&O Indemnity Claim or a D&O Claim or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through any such Person.

“Claimants’ Guide to Completing the D&O Proof of Claim” means the guide to completing the D&O Proof of Claim form, in substantially the form attached as Schedule “C-2” hereto.

“Claimants’ Guide to Completing the Proof of Claim” means the guide to completing the Proof of Claim form, in substantially the form attached as Schedule “B-2” hereto.

“Claims Bar Date” means March 6, 2014.

“Court” means the Ontario Superior Court of Justice (Commercial List).

“Creditor” means any Person having a Claim, D&O Claim and/or a D&O Indemnity Claim and includes, without limitation, the transferee or assignee of a Claim, D&O Claim or D&O

Indemnity Claim transferred and recognized as a Creditor in accordance with paragraph 55 hereof or a trustee, executor, liquidator, receiver, receiver and manager or other Person acting on behalf of or through such Person.

“Creditors’ Meeting” means any meeting of creditors called for the purpose of considering and/or voting in respect of any Plan, if one is filed, to be scheduled pursuant to further order of the Court.

“Director” means any natural person who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a) a director or *de facto* director of the Applicant or b) a Portfolio Company Director.

“Directors’ Charge” has the meaning given to that term in paragraph 25 of the Initial Order.

“Dispute Notice” means a written notice to the Monitor, in substantially the form attached as Appendix “1” to Schedule “E” hereto, delivered to the Monitor by a Person who has received a Notice of Revision or Disallowance, of its intention to dispute such Notice of Revision or Disallowance.

“D&O Claim” means (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers that relates to a Claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers, or (ii) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers, in that capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof, is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,

equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity from any such Directors or Officers or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts prior to the Claims Bar Date, or (B) relates to a time period prior to the Claims Bar Date, but not including an Excluded Claim.

“D&O Indemnity Claim” means any existing or future right of any Director or Officer against the Applicant, which arose or arises as a result of any Person filing a D&O Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by the Applicant.

“D&O Indemnity Claims Bar Date” has the meaning set out in paragraph 19 hereof.

“D&O Indemnity Proof of Claim” means the indemnity proof of claim in substantially the form attached as Schedule “D” hereto to be completed and filed by a Director or Officer setting forth its purported D&O Indemnity Claim and which shall include all supporting documents in respect of such D&O Indemnity Claim.

“D&O Proof of Claim” means the proof of claim, in substantially the form attached as Schedule “C” hereto, to be completed and filed by a Person setting forth its D&O Claim and which shall include all supporting documentation in respect of such D&O Claim.

“Equity Claim” has the meaning set forth in Section 2(1) of the CCAA.

“Excluded Claim” means:

- (i) any Claim entitled to the benefit of the Administration Charge;
- (ii) the Claims of Roseway pursuant to the Participation Agreement dated May 28, 2010, including the disputed portion of such Claims, which shall be determined separately in these CCAA Proceedings; and,

(iii) any Post-Filing Claims.

“**Filing Date**” means October 1, 2013.

“**Government Authority**” means a federal, provincial, state, territorial, municipal or other government or government department, agency or authority (including a court of law) having jurisdiction over the Applicant.

“**Initial Order**” means the Initial order of the Honourable Justice Newbould made October 1, 2013 in the CCAA Proceedings, as amended and restated on October 29, 2013 and as may be amended, extended, restated or varied from time to time.

“**Manager Claim**” has the meaning ascribed thereto in paragraph 49.

“**Monitor’s Website**” means <http://cfcanada.fticonsulting.com/gcfl/default.htm>.

“**Notice of Revision or Disallowance**” means a notice, in substantially the form attached as Schedule “E” hereto, advising a Claimant that the Monitor has revised or disallowed all or part of a Claim, D&O Claim or D&O Indemnity Claim submitted by such Claimant pursuant to this Order.

“**Notice to Claimants**” means the notice to Claimants for publication in substantially the form attached as Schedule “A” hereto.

“**Officer**” means any natural person who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Applicant.

“**Person**” is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Government Authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity.

“Plan” means any proposed plan(s) of compromise or arrangement to be filed by the Applicant pursuant to the CCAA as amended, supplemented or restated from time to time in accordance with the terms thereof.

“Portfolio Company Directors” has the meaning given to that term in paragraph 23 of the Initial Order.

“Portfolio Company Directors’ Charge” has the meaning given to that term in paragraph 26 of the Initial Order.

“Post-Filing Claims” means any claims against the Applicant that arose from the provision of authorized goods and services provided or otherwise incurred on or after the Filing Date in the ordinary course of business.

“Proof of Claim” means the proof of claim in substantially the form attached as Schedule “B” hereto to be completed and filed by a Person setting forth its purported Claim and which shall include all supporting documentation in respect of such purported Claim.

“Proof of Claim Document Package” means a document package that includes a copy of the Notice to Claimants, the Proof of Claim form, the D&O Proof of Claim form, the Claimants’ Guide to Completing the Proof of Claim form, the Claimants’ Guide to Completing the D&O Proof of Claim form, and such other materials as the Monitor, in consultation with the Applicant, may consider appropriate or desirable.

“Proven Claim” means each Claim, D&O Claim or D&O Indemnity Claim that has been proven in accordance with this Order.

3. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. EST on such Business Day unless otherwise indicated herein.

4. THIS COURT ORDERS that all references to the word “including” shall mean “including without limitation”, that all references to the singular herein include the plural, the plural include the singular, and that any gender includes all genders.

GENERAL PROVISIONS

5. THIS COURT ORDERS that the Monitor, in consultation with Applicant, is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and the time in which they are submitted, and may, where it is satisfied that a Claim, a D&O Claim or a D&O Indemnity Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of completion, execution and time of delivery of such forms. Further, the Monitor may request any further documentation from a Person that the Monitor, in consultation with the Applicant, may require in order to enable it to determine the validity of a Claim, a D&O Claim or a D&O Indemnity Claim.

6. THIS COURT ORDERS that if any purported Claim, D&O Claim or D&O Indemnity Claim arose in a currency other than Canadian dollars, then the Person making such Claim, D&O Claim or D&O Indemnity Claim shall complete its Proof of Claim, D&O Proof of Claim or D&O Indemnity Proof of Claim, as applicable, indicating the amount of the purported Claim, D&O Claim or D&O Indemnity Claim in such currency, rather than in Canadian dollars or any other currency.

7. THIS COURT ORDERS that a Person making a Claim, D&O Claim or D&O Indemnity Claim shall complete its Proof of Claim, D&O Proof of Claim or D&O Indemnity Proof of Claim, as applicable, indicating the amount of the Claim, D&O Claim or D&O Indemnity Claim, including interest calculated to the Filing Date.

8. THIS COURT ORDERS that the form and substance of each of the Notice to Claimants, Proof of Claim, Claimants' Guide to Completing the Proof of Claim, D&O Proof of Claim, Claimants' Guide to Completing the D&O Proof of Claim, D&O Indemnity Proof of Claim, Notice of Revision or Disallowance and the Dispute Notice attached as Appendix "1" thereto, substantially in the forms attached as Schedules "A", "B", "B-2", "C", "C-2", "D" and "E", respectively, to this Order are hereby approved. Notwithstanding the foregoing, the Monitor, in consultation with the Applicant, may from time to time make non-substantive changes to such forms as the Monitor, in consultation with the Applicant, considers necessary or advisable.

9. THIS COURT ORDERS that copies of all forms delivered by a Creditor or the Monitor hereunder, as applicable, shall be maintained by the Monitor and, subject to further order of the Court, the relevant Creditor will be entitled to have access thereto by appointment during normal business hours on written request to the Monitor.

MONITOR'S ROLE

10. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

11. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA, the Initial Order, other orders in the CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, (iii) the Monitor shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, the Directors and Officers and any Claimant, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

NOTICE TO CLAIMANTS, DIRECTORS AND OFFICERS

12. THIS COURT ORDERS that:

- (a) the Monitor shall, no later than two (2) Business Days following the making of this Order, post a copy of the Proof of Claim Document Package on the Monitor's Website;
- (b) the Monitor shall, no later than seven (7) Business Days following the making of this Order, cause the Notice to Claimants to be published once in The Globe and Mail newspaper (National Edition) and any other newspaper or journals as the Monitor, in consultation with the Applicant, considers appropriate, if any;

- (c) the Monitor shall, provided such request is received in writing by the Monitor prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefor, a copy of the Proof of Claim Document Package to any Person requesting such material; and
- (d) the Monitor shall send to any Director or Officer named in a D&O Proof of Claim received on or before the Claims Bar Date a copy of such D&O Proof of Claim, including copies of any documentation submitted to the Monitor by the D&O Claimant, as soon as practicable.

13. THIS COURT ORDERS that within seven (7) Business Days following the making of this Order, the Monitor shall send a Proof of Claim Document Package to all known Creditors, including the Manager and the AGTL Shareholders, other than Allen-Vanguard, in accordance with the Applicant's books and records.

14. THIS COURT ORDERS that, except as otherwise set out in this Order or any other orders of the Court, neither the Monitor nor the Applicant is under any obligation to send or provide notice to any Person holding a Claim, a D&O Claim or a D&O Indemnity Claim, and, without limitation, neither the Monitor nor the Applicant shall have any obligation to send or provide notice to any Person having a security interest in a Claim, D&O Claim or D&O Indemnity Claim (including the holder of a security interest created by way of a pledge or a security interest created by way of an assignment or transfer of a Claim, D&O Claim or D&O Indemnity Claim), and all Persons shall be bound by any notices published pursuant to paragraphs 12(a) and 12(b) of this Order regardless of whether or not they received actual notice, and any steps taken in respect of any Claim, D&O Claim or D&O Indemnity Claim in accordance with this Order.

15. THIS COURT ORDERS that the delivery of a Proof of Claim, D&O Proof of Claim, or D&O Indemnity Proof of Claim by the Monitor to a Person shall not constitute an admission by the Applicant or the Monitor of any liability of the Applicant or any Director or Officer to any Person.

CLAIMS BAR DATE*Claims and D&O Claims*

16. THIS COURT ORDERS that Proofs of Claim and D&O Proofs of Claim shall be filed with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim, as applicable, must be filed in respect of every Claim or D&O Claim, regardless of whether or not a legal proceeding in respect of a Claim or D&O Claim has been previously commenced.

17. THIS COURT ORDERS that, in respect of any Claim, any Person that does not file a Proof of Claim as provided for herein such that the Proof of Claim is received by the Monitor on or before the Claims Bar Date (a) shall be and is hereby forever barred from making or enforcing such Claim against the Applicant and/or the Property (as defined in the Initial Order) and all such Claims shall be forever extinguished, barred, discharged and released as against the Applicant and the Property, and the Applicant shall not have any liability whatsoever in respect thereof; (b) shall be and is hereby forever barred from making or enforcing such Claim as against any other Person who could claim contribution or indemnity from the Applicant and/or against the Property; (c) shall not be entitled to vote such Claim at any Creditors' Meeting in respect of any Plan or to receive any distribution thereunder in respect of such Claim; and (d) shall not be entitled to any further notice of, and shall not be entitled to participate as a Claimant or Creditor in, the CCAA Proceedings in respect of such Claim.

18. THIS COURT ORDERS that, in respect of any D&O Claim, any Person that does not file a D&O Proof of Claim as provided for herein such that the D&O Proof of Claim is received by the Monitor on or before the Claims Bar Date (a) shall be and is hereby forever barred from making or enforcing such D&O Claim against any Director or Officer or the insurers of such Director or Officer, and all such D&O Claims shall be forever extinguished, barred, discharged and released as against the Directors and Officers and the Property and the Directors and Officers shall not have any liability whatsoever in respect thereof; (b) shall be and is hereby forever barred from making or enforcing such D&O Claim as against any other Person who could claim contribution or indemnity from any Director or Officer and/or against the Property; (c) shall not be entitled to receive any distribution in respect of such D&O Claim; and (d) shall

not be entitled to any further notice of, and shall not be entitled to participate as a Claimant or Creditor in, the CCAA Proceedings in respect of such D&O Claim.

D&O Indemnity Claims

19. THIS COURT ORDERS that any Director or Officer wishing to assert a D&O Indemnity Claim shall deliver a D&O Indemnity Proof of Claim to the Monitor in accordance with paragraph 59 hereof so that it is received by no later than fifteen (15) Business Days after the date of deemed receipt of the D&O Proof of Claim pursuant to paragraph 58 hereof by such Director or Officer (with respect to each D&O Indemnity Claim, the “**D&O Indemnity Claims Bar Date**”).

20. THIS COURT ORDERS that, in respect of any D&O Indemnity Claim, any Director or Officer that does not file a D&O Indemnity Proof of Claim as provided for herein such that the D&O Indemnity Proof of Claim is received by the Monitor on or before the applicable D&O Indemnity Claims Bar Date: (a) shall be and is hereby forever barred from making or enforcing such D&O Indemnity Claim against the Applicant, and such D&O Indemnity Claim shall be forever extinguished, barred, discharged and released as against the Applicant and the Property and the Applicant shall not have any liability whatsoever in respect thereof; (b) shall be and is hereby forever barred from making or enforcing such D&O Indemnity Claim as against any other Person who could claim contribution or indemnity from the Applicant and/or against the Property; (c) shall not be entitled to vote such D&O Indemnity Claim at any Creditors’ Meeting or to receive any distribution in respect of such D&O Indemnity Claim; and (d) shall not be entitled to any further notice of, and shall not be entitled to participate as a Claimant or Creditor in, the CCAA Proceedings in respect of such D&O Indemnity Claim.

Excluded Claims

21. THIS COURT ORDERS that Persons with Excluded Claims shall not be required to file a Proof of Claim in this process in respect of such Excluded Claims, unless required to do so by further order of the Court.

PROOFS OF CLAIM

22. THIS COURT ORDERS that each Person shall include any and all Claims it asserts against the Applicant in a single Proof of Claim.

23. THIS COURT ORDERS that each Person shall include any and all D&O Claims it asserts against one or more Directors or Officers in a single D&O Proof of Claim.

24. THIS COURT ORDERS that each Person shall include any and all D&O Indemnity Claims it asserts against the Applicant in a single D&O Indemnity Proof of Claim.

25. THIS COURT ORDERS that if a Person submits a Proof of Claim and a D&O Proof of Claim in relation to the same matter, then that Person shall cross-reference the D&O Proof of Claim in the Proof of Claim and the Proof of Claim in the D&O Proof of Claim.

REVIEW OF PROOFS OF CLAIM & D&O PROOFS OF CLAIM

26. THIS COURT ORDERS that the Monitor, subject to the terms of this Order, shall review all Proofs of Claim and D&O Proofs of Claim filed, consult with the Applicant with respect thereto, and at any time:

- (a) may request additional information from a Claimant;
- (b) may request that a Claimant file a revised Proof of Claim or D&O Proof of Claim, as applicable;
- (c) (i) with the consent of the Applicant and any Person whose liability may be affected or (ii) with Court approval in a further order of the Court, may resolve and settle any issue or Claim arising in a Proof of Claim or D&O Proof of Claim or in respect of a Claim or D&O Claim and/or accept the Claim in a Proof of Claim or D&O Proof of Claim; and

- (d) may, in consultation with the Applicant with respect to the Proofs of Claim and the Directors and Officers named in the applicable D&O Proof of Claim with respect to the D&O Proofs of Claim, as applicable, revise or disallow (in whole or in part) any Claim or D&O Claim.

27. THIS COURT ORDERS that where a Claim or D&O Claim has been accepted by the Monitor in accordance with this Order such Claim or D&O Claim, as applicable, shall constitute such Claimant's Proven Claim.

28. THIS COURT ORDERS that where a Claim or D&O Claim is revised or disallowed (in whole or in part), the Monitor (or the Applicant, where applicable) shall deliver to the Claimant a Notice of Revision or Disallowance, attaching the form of Dispute Notice.

29. THIS COURT ORDERS that where a Claim or D&O Claim has been revised or disallowed (in whole or in part), the revised or disallowed Claim or D&O Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the procedures set out in paragraphs 38 to 41 (or, with respect to the Allen-Vanguard Claim and Manager Claim (each as defined below), paragraphs 42 to 46 or 47 to 54, respectively) hereof or as otherwise ordered by the Court.

30. THIS COURT ORDERS that the failure by the Monitor (or the Applicant, where applicable) to send a Notice of Revision and Disallowance shall not result in any Claim or D&O Claim being accepted as a Proven Claim or being deemed to be accepted as a Proven Claim.

REVIEW OF D&O INDEMNITY PROOFS OF CLAIM

31. THIS COURT ORDERS that the Monitor, subject to the terms of this Order, shall review all D&O Indemnity Proofs of Claim filed, and at any time:

- (a) may request additional information from a Director or Officer;
- (b) may request that a Director or Officer file a revised D&O Indemnity Proof of Claim;
- (c) may attempt to resolve and settle any issue or Claim arising in a D&O Indemnity Proof of Claim or in respect of a D&O Indemnity Claim;

- (d) may accept (in whole or in part) any D&O Indemnity Claim; and
- (e) may, by notice in writing, revise or disallow (in whole or in part) any D&O Indemnity Claim.

32. THIS COURT ORDERS that where a D&O Indemnity Claim has been accepted by the Monitor in accordance with this Order such D&O Indemnity Claim shall constitute such Director or Officer's Proven Claim.

33. THIS COURT ORDERS that where a D&O Indemnity Claim is revised or disallowed (in whole or in part), the Monitor shall deliver to the Director or Officer a Notice of Revision or Disallowance, attaching the form of Dispute Notice.

34. THIS COURT ORDERS that where a D&O Indemnity Claim has been revised or disallowed (in whole or in part), the revised or disallowed D&O Indemnity Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the procedures set out in paragraphs 38 to 41 (or, with respect to the Allen-Vanguard Claim and Manager Claim (each as defined below), paragraphs 42 to 46 or 47 to 54, respectively) hereof or as otherwise ordered by the Court.

35. THIS COURT ORDERS that the failure by the Monitor to send a Notice of Revision and Disallowance shall not result in any D&O Indemnity Claim being accepted as a Proven Claim or being deemed to be accepted as a Proven Claim.

DISPUTE NOTICE

36. THIS COURT ORDERS that a Person who has received a Notice of Revision or Disallowance in respect of a Claim, a D&O Claim or a D&O Indemnity Claim and who intends to dispute such Notice of Revision or Disallowance shall file a Dispute Notice with the Monitor not later than the fifteenth (15th) Business Day following deemed receipt of the Notice of Revision or Disallowance pursuant to paragraph 58 of this Order. The filing of a Dispute Notice with the Monitor in accordance with this paragraph shall result in such Claim, D&O Claim or D&O Indemnity Claim being determined as set out in paragraphs 38 to 41 (or, with respect to the

Allen-Vanguard Claim and Manager Claim (each as defined below), paragraphs 42 to 46 or 47 to 54, respectively) of this Order.

37. THIS COURT ORDERS that where a Claimant that receives a Notice of Revision or Disallowance fails to file a Dispute Notice with the Monitor within the requisite time period provided in this Order, the amount of such Claimant's Claim, D&O Claim or D&O Indemnity Claim, as applicable, shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount, if any, shall constitute such Claimant's Proven Claim (or, if the Claim, D&O Claim or D&O Indemnity Claim, as applicable, is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the Claim, D&O Claim or D&O Indemnity Claim, as applicable, shall be deemed to be fully disallowed), and the balance of such Claimant's Claim, D&O Claim, or D&O Indemnity Claim, as applicable, if any, shall be forever extinguished, barred, discharged and released as against the Applicant, the Property and the Directors and Officers, as applicable, and the Property and the Applicant and/or Directors and Officers, as applicable, shall not have any liability whatsoever in respect thereof.

RESOLUTION OF CLAIMS, D&O CLAIMS AND D&O INDEMNITY CLAIMS

38. THIS COURT ORDERS that, as soon as practicable after the delivery of the Dispute Notice to the Monitor, the Monitor shall attempt to resolve and settle the Claim or D&O Claim with the Claimant, subject to the terms of this Order.

39. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice in respect of a D&O Indemnity Claim to the Monitor, the Monitor shall attempt to resolve and settle the purported D&O Indemnity Claim with the applicable Director or Officer.

40. THIS COURT ORDERS that in the event that a dispute raised in a Dispute Notice is not settled within a time period or in a manner satisfactory to the Monitor in consultation with the Applicant and the applicable Claimant, the Monitor shall seek directions from the Court concerning an appropriate process for resolving the dispute.

41. THIS COURT ORDERS that any Claims and related D&O Claims and/or D&O Indemnity Claims shall be determined at the same time and in the same proceeding and any

claims of the Applicant against a purported Claimant may, at the option of the Applicant, be determined at the same time and in the same proceeding as the claims by the purported Claimant against the Applicant.

ALLEN-VANGUARD CLAIM

42. THIS COURT ORDERS that, notwithstanding anything in this Order, Allen-Vanguard shall be deemed to have submitted a Proof of Claim in the amount of \$650,000,000 of which it states \$40,000,000 shall be distributed to Allen-Vanguard in accordance with the terms of the Escrow Agreement (as defined in the Statement of Claim of Allen-Vanguard filed in the Allen-Vanguard Action (the “**Allen-Vanguard Statement of Claim**”)) plus pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended and costs on a substantial indemnity basis, in reliance on the grounds set out in the Allen-Vanguard Statement of Claim and Reply of Allen-Vanguard in the Allen-Vanguard Action (the “**Allen-Vanguard Claim**”).

43. THIS COURT ORDERS that the Monitor shall be deemed to have delivered a Notice of Revision and Disallowance disallowing the Allen-Vanguard Claim in its entirety in reliance on the grounds set out in the Statement of Defence of the “Offeree Shareholders” in the Allen-Vanguard Action and that Allen-Vanguard shall be deemed to have submitted a Dispute Notice disputing such disallowance in its entirety.

44. THIS COURT ORDERS that, for greater clarity, nothing contained in this Order shall prejudice Allen-Vanguard’s rights in respect of the Allen-Vanguard Action (Court File No. 08-CV-43544), related actions involving Allen-Vanguard (Court File Nos. 08-CV-43188 and 08-CV-41899), or the pending motion of Allen-Vanguard in these proceedings, now scheduled for February 11, 2014.

45. THIS COURT ORDERS that, for greater clarity, nothing contained in this Order shall prejudice the Applicant’s or the Monitor’s rights to object to or otherwise oppose, on any and all bases, the validity and/or amount of the Claims asserted by Allen-Vanguard.

46. THIS COURT ORDERS that, notwithstanding any provision of this Order (except paragraphs 42 to 45, inclusive), the procedure for determining the Allen-Vanguard Claim shall

not be determined until after the hearing or other determination of the pending motion of Allen-Vanguard and cross-motion of the Applicant, now scheduled for February 11, 2014, unless otherwise agreed by the Applicant, the Monitor and Allen-Vanguard, or by further Order of the Court.

MANAGER CLAIM

47. THIS COURT ORDERS that notwithstanding any other term of this Order, the Manager shall, for purposes only of crystalizing its maximum damages claim as against the Applicant, be deemed to have submitted a Proof of Claim in the amount of \$18,000,000 pursuant to the letter of Dentons LLP dated and delivered to the Applicant's counsel on November 26, 2013 (the "Manager's Proof of Claim").

48. Notwithstanding paragraph 47 and any other term of this Order, the Manager Claim (as defined below) shall be determined in accordance with the procedure set out in paragraphs 49 to 54. For greater certainty, neither the deemed submission of the Manager's Proof of Claim nor any other term of this Order shall operate or be deemed in any way to prejudice the Manager's right to have the Manager Claim determined on the basis of the record and in accordance with such procedure.

49. THIS COURT ORDERS that, in addition of the Manager Proof of Claim, the Manager may deliver a Statement of Claim setting out its claim against the Applicant (collectively with the Manager's Proof of Claim the "Manager Claim"), which Statement of Claim shall comply with the rules of pleading in the *Rules of Civil Procedure*(Ontario) (the "Rules of Pleading"). The Manager Claim, if any, shall be delivered to the Applicant and the Monitor on or before the Claim Bar Date.

50. THIS COURT ORDERS that, notwithstanding any provision of this Order, the Applicant, in consultation with the Monitor, may revise or disallow the Manager Claim (in whole or in part) and dispute any allegation contained in the Manager Claim, if any, by delivering to the Manager a Notice of Revision or Disallowance in accordance with the terms of this Order, which shall attach a Statement of Defence and Counterclaim setting out the basis for

the revision or disallowance and any counterclaims against the Manager, which Statement of Defence and Counterclaim shall comply with the Rules of Pleading.

51. THIS COURT ORDERS that, to the extent the Manager intends to dispute the Notice of Revision or Disallowance (including any allegations contained in the attached Statement of Defence and Counterclaim), the Manager shall deliver a Notice of Dispute in accordance with the terms of this Order except that it shall have 30 days to file such Notice of Dispute with the Monitor, and shall attach a Reply and Defence to Counterclaim, which shall comply with the Rules of Pleading.

52. THIS COURT ORDERS that, in the discretion of the Applicant, in consultation with the Monitor, the Applicant may deliver to the Manager and the Monitor a Reply to Defence to Counterclaim, which shall comply with the Rules of Pleading.

53. THIS COURT ORDERS that if a dispute in relation to the Manager's Claim and any counterclaim by the Applicant (the "Manager Dispute") is not settled within a time period satisfactory to the Monitor in consultation with the Applicant and the Manager (after delivery of the pleadings described in paragraphs 48 to 52) or in a manner satisfactory to the Monitor in consultation with the Applicant and the Manager, then the Applicant, the Manager and the Monitor shall attend before a judge of the Court to set a timetable for all procedural steps necessary for the hearing of the Manager Dispute, which shall include (unless this Court orders otherwise) discoveries, delivery of expert reports (if any), mediation, and a hearing (which shall be before a judge of the Court), among other possible steps.

54. THIS COURT ORDERS that, the pleadings described in paragraphs 48 to 52 shall not be issued by the Court. The pleadings shall form part of the record in the event a Manager Dispute occurs.

NOTICE OF TRANSFEREES

55. THIS COURT ORDERS that neither the Monitor nor the Applicant shall be obligated to send notice to or otherwise deal with a transferee or assignee of a Claim, D&O Claim or D&O Indemnity Claim as the Claimant in respect thereof unless and until (i) actual written notice of the permitted transfer or assignment, together with satisfactory evidence of such transfer or

assignment, shall have been received by the Monitor, and (ii) the Monitor shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for all purposes hereof constitute the "Claimant" in respect of such Claim, D&O Claim or D&O Indemnity Claim. Any such transferee or assignee of a Claim, D&O Claim or D&O Indemnity Claim shall be bound by all notices given or steps taken in respect of such Claim, D&O Claim or D&O Indemnity Claim in accordance with this Order prior to the written acknowledgement by the Monitor of such transfer or assignment.

56. THIS COURT ORDERS that the transferee or assignee of any Claim, D&O Claim or D&O Indemnity Claim (i) shall take the Claim, D&O Claim or D&O Indemnity Claim subject to the rights and obligations of the transferor/assignor of the Claim, D&O Claim or D&O Indemnity Claim, and subject to the rights of the Applicant and any Director or Officer against any such transferor or assignor, including any rights of set-off which the Applicant, Director, or Officer had against such transferor or assignor, and (ii) cannot use any transferred or assigned Claim, D&O Claim or D&O Indemnity Claim to reduce any amount owing by the transferee or assignee to the Applicant, Director or Officer, whether by way of set off, application, merger, consolidation or otherwise.

DIRECTIONS

57. THIS COURT ORDERS that the Monitor, the Applicant and any Person (but only to the extent such Person may be affected with respect to the issue on which directions are sought) may, at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the claims process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

58. THIS COURT ORDERS that the Monitor may, unless otherwise specified by this Order, serve and deliver the Proof of Claim Document Package, the D&O Indemnity Proof of Claim, the Notice of Revision or Disallowance, and any letters, notices or other documents to Claimants, Directors, Officers, or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such

Persons (with copies to their counsel as appears on the CCAA Service List if applicable) at the address as last shown on the records of the Applicant or set out in such Person's Proof of Claim, D&O Proof of Claim or D&O Indemnity Proof of Claim. Any such service or notice shall be deemed to have been received: (i) if sent by ordinary mail, on the fourth Business Day after mailing; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 6:00 p.m. on a Business Day, on such Business Day, and if delivered after 6:00 p.m. or on a day other than on a Business Day, on the following Business Day. Notwithstanding anything to the contrary in this paragraph 58, Notices of Revision or Disallowance shall be sent only by (i) email or facsimile to a number or email address that has been provided in writing by the Claimant, Director or Officer, or (ii) courier.

59. THIS COURT ORDERS that any notice or other communication (including Proofs of Claim, D&O Proofs of Claims, D&O Indemnity Proofs of Claim and Notices of Dispute) to be given under this Order by any Person to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid ordinary mail, prepaid registered mail, courier, personal delivery or electronic transmission addressed to:

FTI Consulting Canada Inc., GrowthWorks Canadian Fund Ltd. Monitor

Address: TD Waterhouse Tower
79 Wellington Street West
Suite 2010
P.O. Box 104
Toronto, Ontario Canada
M5K 1G8

Fax No.: (416) 649-8101

Email: growthworkscanadianfundltd@fticonsulting.com

Attention: Paul Bishop and Jodi Porepa

Any such notice or other communication by a Person to the Monitor shall be deemed received only upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

60. THIS COURT ORDERS that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

61. THIS COURT ORDERS that, in the event that this Order is later amended by further order of the Court, the Monitor shall post such further order on the Monitor's Website and such posting shall constitute adequate notice of such amendment.

INSURANCE

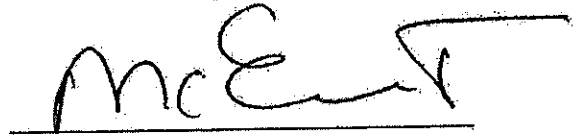
62. THIS COURT ORDERS that, except as provided in paragraph 18 hereof, nothing in this Order shall prejudice the rights and remedies of any Directors, Officers or other Persons under the Directors' Charge or Portfolio Company Directors' Charge, as applicable; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or D&O Claim or portion thereof for which the Person receives payment directly from or confirmation that she is covered by the Applicant's insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors, Officers and/or other Persons shall not be recoverable as against the Applicant or Director or Officer, as applicable.

MISCELLANEOUS

63. THIS COURT ORDERS that nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims, D&O Claims, D&O Indemnity Claims, or Excluded Claims into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, D&O Claims, D&O Indemnity Claims, Excluded Claims or any other claims are to be subject to a Plan or further order of the Court and the class

or classes of Creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan or further order of the Court.

64. 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 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 the 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.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 09 2014



SCHEDULE "A"

**NOTICE TO CLAIMANTS
AGAINST GROWTHWORKS CANADIAN FUND LTD.
(hereinafter referred to as the "Applicant")**

RE: NOTICE OF CLAIMS PROCEDURE FOR THE APPLICANT PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCA")

PLEASE TAKE NOTICE that on January 9, 2014, the Superior Court of Justice of Ontario issued an order (the "Claims Procedure Order") in the CCA proceeding of the Applicant requiring that all Persons who assert a Claim (capitalized terms used in this notice and not otherwise defined have the meaning given to them in the Claims Procedure Order) against the Applicant, whether unliquidated, contingent or otherwise, and all Persons who assert a claim against Directors or Officers of the Applicant (as defined in the Claims Procedure Order, a "D&O Claim"), **must file a Proof of Claim (with respect to Claims against the Applicant) or D&O Proof of Claim (with respect to D&O Claims) with FTI Consulting Canada Inc. (the "Monitor") on or before 5:00 p.m. (prevailing Eastern time) on March 6, 2014 (the "Claims Bar Date"), by sending the Proof of Claim or D&O Proof of Claim to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

FTI Consulting Canada Inc., GrowthWorks Canadian Fund Ltd. Monitor
Address: TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario Canada, M5K 1G8
Fax No.: (416) 649-8101
Email: growthworkscanadianfundltd@fticonsulting.com
Attention: Paul Bishop and Jodi Porepa

Pursuant to the Claims Procedure Order, Proof of Claim Document Packages, including the form of Proof of Claim and D&O Proof of Claim will be sent to known Creditors as specified in the Claims Procedure Order by mail, on or before January 20, 2014. Claimants may also obtain the Claims Procedure Order and a Proof of Claim Document Package from the website of the Monitor at <http://cfcanada.fticonsulting.com/gcfl/default.htm>, or by contacting the Monitor by telephone (1-855-431-3185).

Only Proofs of Claim and D&O Proofs of Claim actually received by the Monitor on or before 5:00 p.m. (prevailing Eastern time) on March 6, 2014 will be considered filed by the Claims Bar Date. It is your responsibility to ensure that the Monitor receives your Proof of Claim or D&O Proof of Claim by the Claims Bar Date.

CLAIMS AND D&O CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED this • day of •, 2014.

SCHEDULE "B"

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
GROWTHWORKS CANADIAN FUND LTD.
(hereinafter referred to as the "Applicant")**

1. Original Claimant (the "Claimant")

Legal Name of Claimant _____	Name of Contact _____
Address _____	Title _____
_____	Phone # _____
_____	Fax # _____
City _____ Prov /State _____	email _____
Postal/Zip Code _____	

2. Assignee, if claim has been assigned

Legal Name of Assignee _____	Name of Contact _____
Address _____	Phone # _____
_____	Fax # _____
City _____ Prov /State _____	email: _____
Postal/Zip Code _____	

3 Amount of Claim

The Applicant was and still is indebted to the Claimant as follows:

Currency	Original Currency Amount	Unsecured Claim	Secured Claim
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Applicant to the Claimant and estimated value of such security.

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Applicant as set out above.
4. Complete documentation in support of this claim is attached.

Signature: _____

Name: _____

Title: _____

Witness:

(signature)_____
(print)

Dated at _____ this _____ day of _____, 2014

6. Filing of Claim

This Proof of Claim must be received by the Monitor by 5:00 p.m. (prevailing Eastern time) on March 6, 2014 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

FTI Consulting Canada Inc., GrowthWorks Canadian Fund Ltd. Monitor

**Address: TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario Canada, M5K 1G8**

**Attention: Paul Bishop and Jodi Porepa
Email: growthworkscanadianfundltd@fticonsulting.com
Fax No.: (416) 649-8101**

For more information see <http://cfcanda.fticonsulting.com/gcf/default.htm>, or contact the Monitor by telephone at 416-649-8087 or toll-free at 1-855-431-3185.

SCHEDULE "B-2"

CLAIMANT'S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST GROWTHWORKS CANADIAN FUND LTD.

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against GrowthWorks Canadian Fund Ltd. (the "Applicant"). If you have any additional questions regarding completion of the Proof of Claim, please consult the Monitor's website at <http://cfcanada.fticonsulting.com/gcfl/default.htm> or contact the Monitor, whose contact information is shown below.

Additional copies of the Proof of Claim may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on January 9, 2014 (the "Claims Procedure Order"), the terms of the Claims Procedure Order will govern.

SECTION 1 – ORIGINAL CLAIMANT

1. A separate Proof of Claim must be filed by each legal entity or person asserting a claim against the Applicant.
2. The Claimant shall include any and all Claims it asserts against the Applicant in a single Proof of Claim.
3. The full legal name of the Claimant must be provided.
4. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
5. If the Claim has been assigned or transferred to another party, Section 2 must also be completed.
6. Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.

SECTION 2 – ASSIGNEE

7. If the Claimant has assigned or otherwise transferred its Claim, then Section 2 must be completed.
8. The full legal name of the Assignee must be provided.
9. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
10. If the Monitor in consultation with the Applicant is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST APPLICANT

11. Indicate the amount the Applicant was and still is indebted to the Claimant.

Currency, Original Currency Amount

12. The amount of the Claim must be provided in the currency in which it arose.

13. Indicate the appropriate currency in the Currency column.

14. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.

Unsecured Claim

15. Check this box ONLY if the Claim recorded on that line is an unsecured claim.

Secured Claim

16. Check this box ONLY if the Claim recorded on that line is a secured claim.

SECTION 4 - DOCUMENTATION

17. Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Applicant to the Claimant and estimated value of such security.

SECTION 5 - CERTIFICATION

18. The person signing the Proof of Claim should:

(a) be the Claimant or authorized representative of the Claimant.

(b) have knowledge of all the circumstances connected with this Claim.

(c) assert the Claim against the Applicant as set out in the Proof of Claim and certify all supporting documentation is attached.

(d) have a witness to its certification.

19. By signing and submitting the Proof of Claim, the Claimant is asserting the claim against the Applicant.

SECTION 6 - FILING OF CLAIM

20. The Proof of Claim must be received by the Monitor by 5:00 p.m. (prevailing Eastern time) on March 6, 2014 (the "Claims Bar Date") by prepaid ordinary mail,

registered mail, courier, personal delivery or electronic transmission at the following address:

FTI Consulting Canada Inc., GrowthWorks Canadian Fund Ltd. Monitor

Address: TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario Canada, M5K 1G8
Attention: Paul Bishop and Jodi Porepa
Email: growthworkscanadianfundltd@fticonsulting.com
Fax No.: (416) 649-8101

Failure to file your Proof of Claim so that it is actually received by the Monitor by 5:00 p.m., on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a Claim against the Applicant. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in these CCAA proceedings.

4. Documentation

Provide all particulars of the D&O Claim and supporting documentation, including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the D&O Claim.

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this D&O Claim against the Director(s) and/or Officer(s) as set out above.
4. Complete documentation in support of this claim is attached.

Signature: _____	Witness: _____
Name: _____	(signature) _____
Title: _____	(print) _____
Dated at _____ this _____ day of _____, 2014	

6. Filing of Claim

This D&O Proof of Claim must be received by the Monitor by 5:00 p.m. (prevailing Eastern time) on March 6, 2014 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

FTI Consulting Canada Inc., GrowthWorks Canadian Fund Ltd. Monitor

**Address: TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario Canada, M5K 1G8**

**Attention: Paul Bishop and Jodi Porepa
Email: growthworkscanadianfundltd@fticonsulting.com
Fax No.: (416) 649-8101**

For more information see <http://cfcanda.fticonsulting.com/gcfl/default.htm>, or contact the Monitor by telephone at 416-649-8087 or toll-free at 1-855-431-3185.

SCHEDULE "C-2"

CLAIMANT'S GUIDE TO COMPLETING THE D&O PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF GROWTHWORKS CANADIAN FUND LTD.

This Guide has been prepared to assist Claimants in filling out the D&O Proof of Claim form for claims against the Directors or Officers of GrowthWorks Canadian Fund Ltd. (the "Applicant"). If you have any additional questions regarding completion of the D&O Proof of Claim, please consult the Monitor's website at <http://cfcanada.fticonsulting.com/gcfl/default.htm> or contact the Monitor, whose contact information is shown below.

The D&O Proof of Claim form is for Claimants asserting a claim against the Directors and/or Officers of GrowthWorks Canadian Fund Ltd., and NOT for claims against GrowthWorks Canadian Fund Ltd. itself. For claims against GrowthWorks Canadian Fund Ltd., please use the form titled "Proof Of Claim Form For Claims Against GrowthWorks Canadian Fund Ltd.", which is available on the Monitor's website at <http://cfcanada.fticonsulting.com/gcfl/default.htm>.

Additional copies of the D&O Proof of Claim may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on January 9, 2014 (the "Claims Procedure Order"), the terms of the Claims Procedure Order will govern.

SECTION 1 – ORIGINAL CLAIMANT

1. A separate D&O Proof of Claim must be filed by each legal entity or person asserting a claim against the Directors or Officers (as defined in the Claims Procedure Order) of the Applicant.
2. The Claimant shall include any and all D&O Claims it asserts against the Directors or Officers of the Applicant in a single D&O Proof of Claim.
3. The full legal name of the Claimant must be provided.
4. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
5. If the claim has been assigned or transferred to another party, Section 2 must also be completed.
6. Unless the claim is assigned or transferred, all future correspondence, notices, etc. regarding the claim will be directed to the address and contact indicated in this section.

SECTION 2 – ASSIGNEE

7. If the Claimant has assigned or otherwise transferred its claim, then Section 2 must be completed.
8. The full legal name of the Assignee must be provided.

9. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
10. If the Monitor in consultation with the Applicant is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DIRECTOR OR OFFICER

11. Indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant and provide all other requested details.

Currency, Original Currency Amount

12. The amount of the claim must be provided in the currency in which it arose.
13. Indicate the appropriate currency in the Currency column.
14. If the claim is denominated in multiple currencies, use a separate line to indicate the claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.

SECTION 4 - DOCUMENTATION

15. Attach to the D&O Proof of Claim form all particulars of the claim and supporting documentation, including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the D&O Claim.

SECTION 5 - CERTIFICATION

16. The person signing the D&O Proof of Claim should:
 - (a) be the Claimant or authorized representative of the Claimant.
 - (b) have knowledge of all the circumstances connected with this claim.
 - (c) assert the claim against the Director(s) and/or Officer(s) as set out in the D&O Proof of Claim and certify all supporting documentation is attached.
 - (d) have a witness to its certification.
17. By signing and submitting the D&O Proof of Claim, the Claimant is asserting the claim against the Director(s) and Officer(s) identified therein.

SECTION 6 - FILING OF CLAIM

18. **The D&O Proof of Claim must be received by the Monitor by 5:00 p.m. (prevailing Eastern time) on March 6, 2014 (the "Claims Bar Date") by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

FTI Consulting Canada Inc., GrowthWorksCanadian Fund Ltd. Monitor

Address: TD Waterhouse Tower
79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, Ontario Canada, M5K 1G8

Attention: Paul Bishop and Jodi Porepa
Email: growthworkscanadianfundltd@fticonsulting.com
Fax No.: (416) 649-8101

Failure to file your D&O Proof of Claim so that it is actually received by the Monitor by 5:00 p.m., on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a claim against the Directors and Officers of the Applicant. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in these CCAA proceedings.

SCHEDULE "D"

**PROOF OF CLAIM FORM FOR INDEMNITY CLAIMS BY
DIRECTORS OR OFFICERS OF GROWTHWORKS CANADIAN FUND LTD.
(the "D&O Indemnity Proof of Claim")**

This form is to be used only by Directors and Officers of GrowthWorks Canadian Fund Ltd. (the "Applicant") who are asserting an indemnity claim against the Applicant in relation to a D&O Claim against them and NOT for claims against the Applicant itself or for claims against Directors and Officers of the Applicant. For claims against the Applicant, please use the form titled "Proof Of Claim Form For Claims Against GrowthWorks Canadian Fund Ltd.". For claims against Directors and Officers of the Applicant, please use the form titled "Proof of Claim Form for Claims Against Directors or Officers of GrowthWorks Canadian Fund Ltd.". Both forms are available on the Monitor's website at <http://cfcanda.fticonsulting.com/gcfl/default.htm>.

1. Director and/or Officer Particulars (the "Indemnitee")

Legal Name of
Indemnitee _____

Address _____

Phone # _____

Fax # _____

City _____

Prov
/State _____

email _____

Postal/Zip
Code _____

2. Indemnification Claim

Position(s)
Held _____

Dates Position(s)
Held: From _____ to _____

Reference Number of Proof of Claim with respect to which
this D&O Indemnity Claim is made: _____

Indicate whether the D&O Indemnity Claim is asserted as: unsecured claim

secured claim¹

Particulars of and basis for D&O Indemnity Claim:

¹ A secured claim means a claim secured against the court-ordered Director's Charge or otherwise.

3. Documentation

Provide all particulars of the D&O Indemnity Claim and supporting documentation giving rise to the Claim.

4. Filing of Claim

This D&O Indemnity Proof of Claim and supporting documentation must be received by the Monitor within fifteen (15) Business Days of the date of deemed receipt by the Director or Officer of the D&O Proof of Claim form by **ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

FTI Consulting Canada Inc., GrowthWorks Canadian Fund Ltd. Monitor

**Address: TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario Canada, M5K 1G8**

Attention: Paul Bishop and Jodi Porepa

Email: paul.bishop@fticonsulting.com and jodi.porepa@fticonsulting.com

Fax No.: (416) 649-8101

Failure to file your D&O Indemnity Proof of Claim in accordance with the Claims Procedure Order will result in your D&O Indemnity Claim being barred and forever extinguished and you will be prohibited from making or enforcing such D&O Indemnity Claim against the Applicant.

DATED at _____, this _____ day of _____, 2014

Per: _____
Name

Signature: _____ (Former Director and/or Officer)

For more information see <http://cfcanada.fticonsulting.com/qcfl/default.htm>, or contact the Monitor by telephone (1-855-431-3185)

SCHEDULE "E"

NOTICE OF REVISION OR DISALLOWANCE

**For Persons that have asserted Claims against GrowthWorks Canadian Fund Ltd.,
D&O Claims against the Directors and/or Officers of GrowthWorks Canadian Fund Ltd. or
D&O Indemnity Claims against GrowthWorks Canadian Fund Ltd.**

Claims Reference Number: _____

TO: _____
(the "Claimant")

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Ontario Superior Court in the CCAA proceedings of GrowthWorksCanadian Fund Ltd. dated January 9, 2014 (the "Claims Procedure Order").

The Monitor hereby gives you notice that it has reviewed your Proof of Claim, D&O Proof of Claim or D&O Indemnity Proof of Claim and has revised or disallowed all or part of your purported Claim, D&O Claim or D&O Indemnity Claim, as the case may be. Subject to further dispute by you in accordance with the Claims Procedure Order, your Proven Claim will be as follows:

	Amount as submitted		Amount allowed by Monitor
	Currency		
A. Unsecured Claim		\$	\$
B. Secured Claim		\$	\$
C. D&O Claim		\$	\$
D. D&O Indemnity Claim		\$	\$
E. Total Claim		\$	\$

Reasons for Revision or Disallowance:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is fifteen (15) Business Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 58 of the Claims Procedure Order), deliver a Dispute Notice to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission to the address below.

FTI Consulting Canada Inc., GrowthWorksCanadian Fund Ltd. Monitor
 Address: TD Waterhouse Tower
 79 Wellington Street West
 Suite 2010, P.O. Box 104
 Toronto, Ontario Canada, M5K 1G8
 Fax No.: (416) 649-8101
 Email: growthworkscanadianfundltd@fticonsulting.com
Attention: Paul Bishop and Jodi Porepa

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Dispute Notice is enclosed and can also be accessed on the Monitor's website at <http://cfcanada.fticonsulting.com/gcfl/default.htm>.

IF YOU FAIL TO FILE A DISPUTE NOTICE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2014

FTI Consulting Canada Inc., solely in its capacity as Court-appointed Monitor of GrowthWorksCanadian Fund Ltd., and not in its personal or corporate capacity

Per: _____

For more information see <http://cfcanada.fticonsulting.com/gcfl/default.htm>, or contact the Monitor by telephone at 416-649-8087 or toll-free at 1-855-431-3185.

APPENDIX "1" to SCHEDULE "E"

NOTICE OF DISPUTE OF NOTICE OF REVISION OR DISALLOWANCE
With respect to GrowthWorksCanadian Fund Ltd.

Claims Reference Number: _____

1. **Particulars of Claimant:**

Full Legal Name of Claimant (include trade name, if different)

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. **Particulars of original Claimant from whom you acquired the Claim, D&O Claim or D&O Indemnity Claim, if applicable:**

Have you acquired this purported Claim, D&O Claim or D&O Indemnity Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

3. **Dispute of Revision or Disallowance of Claim, D&O Claim or D&O Indemnity Claim, as the case may be:**

The Claimant hereby disagrees with the value of its Claim, D&O Claim or D&O Indemnity Claim, as the case may be, as set out in the Notice of Revision or Disallowance and asserts a Claim, D&O Claim or D&O Indemnity Claim, as the case may be, as follows:

	Currency	Amount allowed by Monitor: (Notice of Revision or Disallowance)	Amount claimed by Claimant:
A. Unsecured Claim		\$	\$
B. Secured Claim		\$	\$
C. D&O Claim		\$	\$
D. D&O Indemnity Claim		\$	\$
E. Total Claim		\$	\$

REASON(S) FOR THE DISPUTE:
(Please attach all supporting documentation hereto).

SERVICE OF DISPUTE NOTICES

If you intend to dispute a Notice of Revision or Disallowance, you must, no later than 5 p.m. (prevailing time in Toronto) on the day that is fifteen (15) Business Days after the Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 58 of the Claims Procedure Order), deliver this Dispute Notice to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic or digital transmission to the address below.

FTI Consulting Canada Inc., GrowthWorks Canadian Fund Ltd. Monitor
 Address: TD Waterhouse Tower
 79 Wellington Street West
 Suite 2010, P.O. Box 104
 Toronto, Ontario Canada, M5K 1G8
 Fax No.: (416) 649-8101
 Email: growthworkscanadianfundltd@fticonsulting.com
Attention: Paul Bishop and Jodi Porepa

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

IF YOU FAIL TO FILE THIS NOTICE OF DISPUTE OF NOTICE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, THE NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2014

Name of Claimant: _____

 Witness

Per: _____

Name: _____

Title: _____

(please print)

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.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

CLAIMS PROCEDURE AND STAY
EXPENSION ORDER

MCCARTHY TETRAULT LLP
Barristers and Solicitors
Box 48, Suite 5300
Toronto Dominion Bank Tower
Toronto, ON M5K 1E6

Kevin McElcheran LSUC# 22119H
Tel.: (416) 601-7730
Fax: (416) 868-0673

Heather Meredith LSUC# 48354R
Tel.: (416) 601-8242
Fax: (416) 868-0673

Lawyers for GrowthWorks Canadian
Fund Ltd.

#13033974

Tab B

THIS IS EXHIBIT "B" REFERRED TO IN THE

AFFIDAVIT OF C. IAN ROSS

SWORN BEFORE ME

ON THIS 27th DAY OF MARCH, 2017



A Commissioner for Taking Affidavits

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

**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 PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
GROWTHWORKS CANADIAN FUND LTD.
(the "APPLICANT")

**APPLICATION UNDER THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED**

**SERVICE LIST
(as of February 18, 2015)**

<p>McCARTHY TÉTRAULT LLP Barristers and Solicitors Suite 5300, Box 48 Toronto Dominion Bank Tower Toronto, ON M5K 1E6</p> <p>Jonathan Grant Email: jgrant@mccarthy.ca Tel: 416-601-7604 Fax: (416) 868-0673</p> <p>Heather L. Meredith Email: hmeredith@mccarthy.ca Tel: (416) 601-8342 Fax: (416) 868-0673</p> <p>Sharon Kour Email: skour@mccarthy.ca Tel: (416) 601-8305 Fax: (416) 868-0673</p> <p>KEVIN P. McELCHERAN PROFESSIONAL CORPORATION 420-120 Adelaide St W Toronto, ON M5H 1T1</p> <p>Kevin McElcheran Email: kevin@mcelcheranadr.com Tel: (416) 855-0444</p>	<p>Counsel for Applicant</p>
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<p>OSLER, HOSKIN & HARCOURT LLP Barristers and Solicitors P.O. Box 50, 100 King Street West 1 First Canadian Place Toronto, ON M5X 1B8</p> <p>Marc Wasserman Email: mwasserman@osler.com Tel: (416) 862-4908 Fax: (416) 862-6666</p> <p>Caitlin Fell Email: cfell@osler.com Tel: 416.862.6690 Fax: (416) 862-6666</p>	<p>Counsel for Monitor</p>
<p>FTI Consulting Canada Inc. TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto, Ontario Canada M5K 1G8</p> <p>Paul Bishop Email: paul.bishop@fticonsulting.com Tel: 416 649 8100 Fax: 416 649 8101</p> <p>Jodi Porepa Email: jodi.porepa@fticonsulting.com Tel: 416.649.8070 Fax: 416.649.8101</p>	<p>Monitor</p>

<p>NORTON ROSE FULBRIGHT CANADA LLP Suite 3800 Royal Bank Plaza, South Tower 200 Bay Street P.O. Box 84 Toronto, Ontario M5J 2Z4</p> <p>Tony Reyes Email: tony.reyes@nortonrosefulbright.com Tel: 416.216.4825 Fax: 416.216.3930</p> <p>Alexander Schmitt Email: Alexander.Schmitt@nortonrosefulbright.com Tel: 416.216.2419 Fax: 416.216.3930</p>	<p>Counsel for Roseway Capital S.a.r.l</p>
<p>FASKEN MARTINEAU DuMOULIN LLP 333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6</p> <p>Aubrey E. Kauffman Email: akauffman@fasken.com Tel.: (416) 868 3538 Fax: (416) 364-7813</p> <p>Brad Moore Email: bmoore@fasken.com Tel.: (416) 865-4550 Fax: (416) 364-7813</p>	<p>Lawyers for Matrix Asset Management Inc., GrowthWorks Capital Ltd. and GrowthWorks WV Management Ltd.</p>
<p>DELOITTE RESTRUCTURING INC. 2300 – 360 Main Street Winnipeg, MB R3C 3Z3</p> <p>John R. Fritz Email: jofritz@deloitte.ca Tel: (204)942-0051 Fax: (204)947-2689</p>	<p>Deloitte Restructuring Inc. In its capacity as Monitor of The Puratone Corporation, Niverville Swine Breeders Ltd., and Pembina Valley Pigs Ltd.</p>

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<p>CONWAY BAXTER WILSON LLP 1111 Prince of Wales Drive, Suite 401 Ottawa ON K2C 3T2</p> <p>Fax: 613-688-0271</p> <p>Thomas G. Conway Email: tconway@conway.pro Tel: 613-780-2011</p> <p>Christopher J. Hutchison Email: chutchison@conway.pro Tel: 613-780-2013</p> <p>Calina N. Ritchie Email: critchie@conway.pro Tel: 613-780-2014</p> <p>BENNETT JONES LLP 3400 One First Canadian Place, P.O. Box 130 Toronto, ON M5X 1A4</p> <p>Jeffrey S. Leon Email: leonj@bennettjones.com</p> <p>Derek J. Bell Email: belld@bennettjones.com</p> <p>Tel.: (416) 863-1200 Fax: (416) 863-1716</p>	<p>Counsel for RICHARD L'ABBÉ, 1062455 ONTARIO INC., AND SCHRODER VENTURE MANAGERS (CANADA) LIMITED, et al, the Defendants including Growthworks in the Allen-Vanguard action (File Court No. 08-CV-43544)</p>

<p>ONTARIO SECURITIES COMMISSION Mostafa Asadi Legal Counsel, Investment Funds Branch Ontario Securities Commission 20 Queen Street West, 19th Floor Toronto, Ontario M5H 3S8 Email: masadi@osc.gov.on.ca Tel: (416) 593-8171</p>	<p>Counsel for Ontario Securities Commission</p>
<p>Gerald S. Fields Barrister and Solicitor The Exchange Tower 130 King Street West Suite 1800, P. O. Box 427 Toronto, Ontario M5X 1E3 Email: gfields@cornerstonegroup.com Tel: (416) 862-8000 Fax: (416) 862-8001</p>	<p>Counsel for Cornerstone Securities Canada Inc.</p>

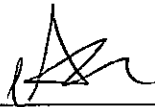
Tab C

THIS IS EXHIBIT "C" REFERRED TO IN THE

AFFIDAVIT OF C. IAN ROSS

SWORN BEFORE ME

ON THIS...²⁷...DAY OF MARCH, 2017



A Commissioner for Taking Affidavits

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

**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.**

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

February 26, 2015

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

**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.

**THIRTEENTH REPORT OF
FTI CONSULTING CANADA INC.,
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 (the “**Initial Order**”, a copy of which is attached hereto as Appendix “A”) 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 until May 31, 2015 (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 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 dollar 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 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 “B”.

6. On October 21, 2014, the Court granted an Order extending the Stay of Proceedings from March 15, 2014 to and including May 31, 2015.

7. On December 18, 2014, an Order, a copy of which is attached hereto as Appendix “C”, was granted approving a settlement of the litigation between Allen-Vanguard Corporation (“AVC”) and three of the largest shareholders (the “Offeree Shareholders”) of Med-Eng Systems Inc. (“Med-Eng”), including the Fund (the “Settlement Order”). Under the agreed terms of settlement, AVC obtained a payment of \$28 million from an escrow of \$40 million established pursuant to a Share Purchase Agreement between AVC and the Offeree Shareholders dated August 3, 2007. The motion of the Fund returnable March 3, 2015 proposes to deal with the remaining proceeds in escrow net of the payment to AVC.

PURPOSE OF THIS REPORT

8. The purpose of this thirteenth report of the Monitor is to
- (a) provide the Monitor’s recommendation in support of the Fund’s request for an Order that the remaining proceeds being held in escrow in the amount of approximately \$16 million, including accumulated interest, be distributed as follows:
 - (i) first to the Offeree Shareholders in an amount equal to expenses incurred by the Offeree Shareholders in the litigation with AVC; and
 - (ii) second to all of the former shareholders of Med Eng pro rata based on their percentage holdings of Med Eng at the time of the sale to AVC;
 - (b) provide an update to the Court with respect to the claim of the Cornerstone Group against the Fund.

TERMS OF REFERENCE

9. In preparing this report, the Monitor has relied upon unaudited financial information, other information available to the Monitor, where appropriate the Applicants' books and records and discussions with various parties and the Fund's management and advisors.

10. 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.

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

12. Capitalized terms not defined herein shall have the meaning ascribed to in the affidavit of Donna Parr, investment advisor of the Fund, sworn December 15, 2014 and filed, the affidavit of Paul Echenberg, Chief Executive Officer of SACI Associates Canada Inc. sworn December 15, 2014 and filed, the affidavit of Richard Black a partner of Walsingham Partners sworn December 16, 2014 and filed and the affidavit of Paul Echenberg, Chief Executive Officer of SACI Associates Canada Inc. sworn January 19, 2015. (collectively, the "**Fund Affidavits**").

13. This report should be read in conjunction with the Fund Affidavits as certain information contained in the Fund Affidavits have not been included herein in order to avoid unnecessary duplication.

THE ALLEN-VANGUARD LITIGATION SETTLEMENT DISTRIBUTION*General Background*

14. On October 28, 2013, counsel to AVC served the Fund, the Monitor and all parties on the service list in the within proceedings, with 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.

15. The Allen-Vanguard Motion was derived from the litigation proceedings (the “**AVC Litigation**”) commenced by AVC against the Offeree Shareholders. The AVC Litigation relates to AVC’s purchase of all of the shares of Med Eng for a purchase price of approximately \$650 million pursuant to a Share Purchase Agreement dated as of August 3, 2007 (the “**Share Purchase Agreement**”). At the time of the purchase by AVC of the Med Eng shares, the Offeree Shareholders held 78.7% of the Med Eng shares. According to paragraph 16 of the affidavit of Donna Parr, pursuant to a shareholders agreement binding on all of the shareholders of Med Eng (the “**Shareholder Agreement**”), the Offeree Shareholders had the power to cause all of the remaining former shareholders of Med Eng (representing approximately 200 shareholders holding collectively 21.3% of Med Eng shares (the “**Minority Shareholders**”)) to sell their Med Eng shares to AVC.

16. On the closing of the share purchase transaction in 2007, \$40 million of the purchase price was placed in escrow (the “**Indemnification Escrow**”) pursuant to an escrow agreement between AVC and the Offeree Shareholders dated September 17, 2007 (the “**Escrow Agreement**”). The Monitor understands that the Indemnification Escrow was established solely in order to indemnify AVC for any proven claims resulting from breaches of representations and warranties made by Med Eng.

17. In addition to the Indemnification Escrow, under the Share Purchase Agreement a working capital escrow of \$3 million was established to be distributed following a reconciliation of working capital adjustments to be made after closing of the sale of the Med Eng shares to AVC

(the “**Working Capital Escrow**”). The Monitor understands, based on the Fund Affidavits, that the Working Capital Escrow was released in accordance with the Escrow Agreement.

18. Under the AVC Litigation, AVC claimed damages against the Offeree Shareholders, including the Fund, for alleged fraudulent and/or negligent misrepresentation by former management of Med Eng and breach of contract in the amount of \$650 million, of which \$40 million was claimed against the Indemnification Escrow.

19. On November 28, 2013, the Fund served a Notice of Cross Motion returnable February 11, 2013 (the “**Cross Motion**”). The Cross Motion was for an Order directing the trial of certain issues to be heard by way of “mini trial” in the CCAA Proceedings. 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 AVC Litigation. A trial date of March 30, 2015 was set down by the parties for 9 to 11 weeks.

The Settlement

20. As mentioned above, on December 18, 2014, an Order was granted approving a settlement of the AVC Litigation. The Settlement Order contemplated that a payment be made to AVC from the Escrow in the amount of \$28 million, comprising principal and accumulated interest thereon to November 10, 2014.

21. Pursuant to the Settlement Order, the balance of the Indemnification Escrow, in the approximate amount of \$16 million, together with accumulated interest, (the “**Remaining Escrow Funds**”) has remained in escrow with Computershare Trust Company of Canada, the escrow agent under the Escrow Agreement, to be distributed to all of the former shareholders of Med Eng in accordance with a further Order to be granted by the Court in these proceedings.

22. The Settlement Order preserved the claims of the Minority Shareholders to the maximum amount of their original entitlement to the Indemnification Escrow funds (i.e. the total amount they would be entitled to based on their percentage holdings in Med Eng without deduction of the fees and expenses of the Offeree Shareholders in pursuing the AVC Litigation) until a further Order by the Court with respect to the distribution of the Remaining Escrow Funds is made.

The Proposed Distribution of the Remaining Escrow Funds

23. The terms of the Settlement Order provide that the Offeree Shareholders may propose a distribution of the Remaining Escrow Funds and shall notify the Minority Shareholders of such proposal. Any motion for the distribution of the Remaining Escrow Funds shall be on at least 7 days' notice to the Offeree Shareholders, the Minority Shareholders and to the Monitor.

24. The Offeree Shareholders, including the Fund, seek an Order providing that the Remaining Escrow Funds be distributed first to reimburse the Offeree Shareholders in full for the costs they have incurred in pursuing the release of the Escrow Funds in the AVC Litigation and that the balance be distributed pro rata among all of the former Med Eng shareholders (the **"Offeree Shareholder Proposal"**).

25. The AVC Litigation has been ongoing for six years. During this time, professional expenses incurred and paid by the Offeree Shareholders in respect of the AVC Litigation total approximately \$4.7 million. The costs incurred by the Offeree Shareholders and the activities associated with those costs are detailed in the Affidavits of Paul Echenberg sworn December 15, 2014 and January 19, 2015 (the **"Echenberg Affidavits"**).

26. In the first Echenberg Affidavit at paragraph 19, Mr. Echenberg notes that the AVC Litigation included the production of over 15,000 documents, at least 20 case conferences, more

than 25 days of examinations for discovery, numerous motions as well as the retention of a third party arbitrator to adjudicate pretrial issues.

27. The Monitor has reviewed the invoices of counsel to the Offeree Shareholders rendered in respect of the AVC Litigation, beginning from the date of the granting of the Initial Order in respect of the Fund. The Monitor has not undertaken a review of the invoices of counsel for the Offeree Shareholders prior to the date of the Initial Order. Given the extensive work that has been undertaken in the last six years by the Offeree Shareholders and the fact that such invoices pre-date the involvement of the Monitor, the Monitor is not in a position to assess the reasonableness of such pre-filing invoices.

28. Based on a review of the invoices of Bennett Jones LLP as litigation counsel to Schroders (an Offeree Shareholder) and Conway LLP as litigation counsel for the remaining Offeree Shareholders, including the Fund, these invoices appear to relate to the AVC Litigation and do not appear to be excessive or contain unreasonable charges. With respect to invoices rendered by McCarthy Tetrault LLP and Kevin McElcheran Commercial Dispute Resolution, CCAA counsel (the “**CCAA Counsel**”) to the Fund, the Monitor notes that it has reviewed all invoices of the CCAA Counsel in these proceedings on a regular basis, which invoices include the AVC Litigation. The Monitor believes that that the portion of the fees allocated to the AVC Litigation by the CCAA Counsel are appropriate.

29. The Monitor understands that the Minority Shareholders have not paid any expenses incurred in respect of the AVC Litigation.

30. On January 20, 2015, the Fund and the Offeree Shareholders obtained an Order by the Court approving the form of notice and disclosure (the “**Notice of Distribution**”) to the Minority Shareholders of this motion for a proposed distribution of the Remaining Escrow Funds

(the “**Notice Order**”). The Notice of Distribution attached hereto as Appendix “D” includes disclosure to the Minority Shareholders that the total costs incurred by the Offeree Shareholders in respect of the AVC Litigation is approximately \$4.7 million and that a motion will be held on March 3, 2015 to consider the Offeree Shareholder Proposal.

31. The Monitor understands that the Fund, in accordance with the Notice Order, mailed the Notice of Distribution to each Minority Shareholder before January 23, 2015. Pursuant to the Notice Order, any Minority Shareholder who objects to the proposed distribution as set out in the Notice of Distribution was required to give written notice of such objection to the Monitor on or before 5:00 pm on February 23, 2015.

32. As of 5:00 pm on February 23, 2015, the Monitor had received three notices of objection from certain Minority Shareholders, copies of which are attached hereto as Appendix “E”. The Monitor received two additional notice of objection by a Minority Shareholder delivered by Canada Post on February 24, 2015 (the five notices of objection are collectively referred to as the “**Filed Notices of Objection**”). The Filed Notices of Objection represent objections from four Minority Shareholders holding approximately 508,000 of the 49 million shares of Med Eng which equal to just over 1% of the common stock of Med Eng and who account for just under 5% of the of the total shareholdings of the Minority Shareholders.

33. The Filed Notices of Objections are identical and cite the following reasons for their objection to the Offeree Shareholder Proposal:

- (a) The applicable Minority Shareholder was dragged along in the sale of the shares of Med Eng by the Offeree Shareholders and had no involvement in the events leading up to the sale transaction or subsequent to closing;

- (b) The applicable Minority Shareholder does not believe that it should assume any liability with regard to the settlement of the AVC Litigation;
- (c) The applicable Minority Shareholder understands that the \$40 million holdback was subject to some working capital adjustments and agrees that these amounts should be dealt with from the holdback;
- (d) The applicable Minority Shareholder does not feel it should share the cost of the Offeree Shareholders defending themselves;
- (e) The applicable Minority Shareholder does not have access to shareholder agreements and other closing documentation from which to highlight specific clauses pertaining to this matter; and
- (f) The applicable Minority Shareholder feels that the distribution to the Minority Shareholders should be based on the following calculation: **(40M + Accrued Interest +/- any Working Capital Adjustment) / Total number of common shares of Med Eng.**

The Monitor's Comments and Recommendation

34. The Monitor supports the Offeree Shareholder Proposal and is of the view, with respect to the Fund and its stakeholders, that the Offeree Shareholder Proposal is reasonable and allows for reimbursement to the Offeree Shareholders, including the Fund, of expenses incurred in respect of the AVC Litigation.

35. The Monitor notes that the Filed Notices of Objection mention that the \$40 million holdback is subject to working capital adjustments. The Monitor understands however that the

Working Capital Escrow was established under the Share Purchase Agreement to deal with working capital adjustments and that the Working Capital Escrow has been distributed. The Monitor understands that the Indemnification Escrow of \$40 million was to be held to address valid claims by AVC for damages arising from breaches of representations and warranties and not for working capital adjustments.

36. The Monitor understands that all of the former shareholders of Med Eng were bound by the Shareholders Agreement. Under the Shareholders Agreement, the Monitor understands that the Offeree Shareholders had the right to “drag along” the Minority Shareholders thereby requiring the Minority Shareholders to tender their shares under the terms of the Share Purchase Agreement. The Monitor further understands that under the Share Purchase Agreement, the Minority Shareholders were required to put into the Indemnification Escrow a portion of the proceeds from the tender of their shares to AVC. Accordingly, the Minority Shareholders have a vested interest in the release of the Indemnification Escrow as a release of any amounts from the Indemnification Escrow would result in a payment to the Minority Shareholders, based on the proportionate interests of such Minority Shareholders.

37. The Monitor is of the view that if the Offeree Shareholders had not defended the AVC Litigation or entered into the settlement with AVC, none of the former shareholders of Med Eng, including the Minority Shareholders, would have received any portion of the Indemnification Escrow.

38. In the view of the Monitor, the settlement of the AVC Litigation which will see a release of in excess of \$15 million from the Indemnification Escrow was the best available option and in the interests of all of the former shareholders of Med Eng, including the Minority Shareholders. In the Monitor’s view, it would be unfair if the Minority Shareholders were to be

repaid in full from the Settlement Amount, which amount is only available to the Minority Shareholders, as a result of the efforts of the Offeree Shareholders.

39. In particular, with respect to the Fund, it is the view of the Monitor that the costs incurred by the Fund with respect to the AVC Litigation should not be borne solely by stakeholders of the Fund. This would result in a circumstance where the benefit of the Fund expending the costs for the AVC Litigation would ultimately be enjoyed by the Minority Shareholders, parties with no economic stake in the Fund.

ALLEGED CLAIMS OF CORNERSTONE GROUP

40. On January 2, 2015, Mr. Gerry Fields of Cornerstone Group (“**Cornerstone**”) notified the Monitor and other parties on the service list in these proceedings of a purported claim against the Fund and numerous other parties. Since that date Mr. Fields has sent further correspondence to the Monitor, the Fund and the Service List, copies of such correspondence are attached as Appendix “F” hereto.

41. Based on the foregoing correspondence, the Monitor understands that Mr. Fields is asserting that Cornerstone is owed approximately \$604,478.75 by the Former Manager, Matrix Asset Management Inc., Growth Works Capital Ltd., each of the GrowthWorks entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their respective affiliates. The Monitor understands that Cornerstone is asserting that the Fund is also liable for the outstanding indebtedness of \$604,478.75 through the terms of an engagement letter and indemnity agreement (together, the “**Engagement and Indemnity Agreement**”).

42. On January 5, 2015, the Monitor responded to Mr. Fields, a copy of the response is attached hereto as Appendix "G". The Monitor indicated to Mr. Fields that while the Fund was managed by the Former Manager, the Fund terminated its management agreement with the Former Manager as of September 30, 2013 and that from and after such termination date, the Former Manager had no authority to bind the Fund in any contractual arrangements.

43. In addition, the Monitor noted in its January 5th email correspondence that: (i) all claims against the Fund were stayed and that no action may be commenced without the consent of the Monitor or leave of the Court; and (ii) on January 9, 2014, the Court approved a claims process (the "**Claims Process Order**") pursuant to which claimants were required to submit a proof of claim by the claims bar date of March 6, 2014 (the "**Claims Bar Date**"), failing which a claim would be forever extinguished, barred and discharged. The Monitor informed Mr. Fields that Cornerstone had not submitted a proof of claim and therefore its alleged claim against the Fund was barred in accordance with the terms of the Claims Process Order.

44. In addition to the foregoing response of the Monitor, counsel to the Fund responded to Mr. Fields indicating that the Fund was not aware, and did not have a copy of the Engagement and Indemnity Agreement and requested a copy of same from Mr. Fields. Counsel to the Fund also informed Mr. Fields that the Fund is not an affiliate of the Former Manager or Matrix Asset Management Ltd. Rather, the Former Manager was only a third party manager of the Fund under an arm's length contract between the Former Manager and the Fund. Counsel to the Fund requested that Mr. Fields provide to the Fund and the Monitor, the Engagement and Indemnity Letter.

45. On February 17, 2015, the Fund appeared before the Court to deal with matters relating to the claim of the Former Manager. At this time, Mr. Fields attended this motion in order to seek an Order, without notice, permitting Cornerstone to file a proof of claim in the claims

process, notwithstanding the expiry of the Claims Bar Date. The Court made an endorsement on February 17, 2015, a copy of which is attached hereto as Appendix "H", permitting Mr. Fields to arrange a 9:30 hearing on a date convenient to the Monitor and the parties.

46. Following the February 17th Court hearing, Mr. Fields sent email correspondence to the service list to canvass dates for a 9:30 hearing. In response to Mr. Fields' request, on February 18, 2015, counsel to the Fund indicated to Mr. Fields that scheduling a 9:30 hearing to seek an Order permitting Cornerstone to file its late claim was premature as Mr. Fields had not provided the Fund or the Monitor with any information pertaining to Cornerstone's claim. To be in a position to consider a request to file a late proof of claim, the Monitor and the Fund require some evidence of Cornerstone's claim.

47. Counsel to the Fund in its correspondence dated February 18, 2015 also indicated to Mr. Fields that Fund's counsel would provide the times that they are available for a 9:30 hearing once Mr. Fields had provided a copy of the Engagement and Indemnity Agreement to evidence Cornerstone's alleged claim (the "**February 18th Request**", a copy of which is attached hereto as Appendix "I")

48. On February 18, 2015, Mr. Field responded to the February 18th Request, a copy of which is attached hereto as Appendix "J") noting that the Engagement and Indemnity should be in the possession of the parties, including the Monitor and the Fund and their respective legal counsel. Mr. Fields also suggested that counsel make further inquiries from their respective clients to obtain whatever documentation is required.

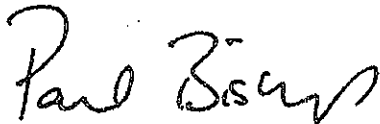
49. The Monitor and the Fund are not in possession of any documents pertaining to Cornerstone's claim and despite repeated requests, have not been provided with such documentation, including the Engagement and Indemnity Agreement. In the Monitor's view, in

order to properly and promptly consider the request of Cornerstone to file a late proof of claim or to take a position in any hearing with respect to same, the Monitor requires the documentation supporting the claim of Cornerstone, including the Engagement and Indemnity Letter.

The Monitor respectfully submits to the Court this Thirteenth Report.
Dated this 26th day of February 2015.

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"

Court File No.: »

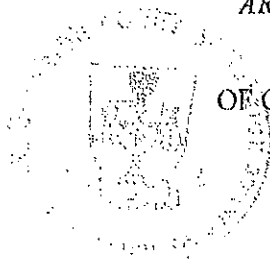
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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MR.)	TUESDAY, THE 1 ST
)	
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")



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), 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;

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- (b) Follow on Investments in Portfolio Companies (as defined in the Ross Affidavit) 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 defined in the Ross Affidavit) as part of a liquidity event, is an ordinary course transaction that does not require Court approval.

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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

- 7 -

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 (as defined in the Ross Affidavit), 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

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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.

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 this Order is without prejudice to any arguments of the Fund,
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CRITICAL SUPPLIERS

20. THIS COURT ORDERS AND DECLARES that Growthworks WV Management Ltd. (the "Manager"), GrowthWorks Capital Ltd. ("GWC"), and each Person engaged or contracted by the Manager and/or GWC (not including employees of the Manager or GWC) in connection with ~~the termination purported termination of providing services to the Applicant pursuant~~ to the Management Agreement described in the Ross Affidavit (the "Management Agreement") is a critical supplier to the Applicant as contemplated by Section 11.4 of the CCAA (each, a "Critical Supplier")
 2/5

21. THIS COURT ORDERS that 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; (b) the amount to which the Manager is entitled to be paid under section 8.6(b) of the Management Agreement; and (c) \$50,000. The Critical Supplier Charge shall have the priority set out in paragraphs 36 and 38 herein.
 to the extent this Court declares any Person a critical Supplier as contemplated by Section 11.4 of the CCAA by subsequent order

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. 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 with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers 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.
 each, a "Critical Supplier"
 2/5

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

23. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

24. 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 23 of this Order. The Directors' Charge shall have the priority set out in paragraphs 36 and 38 herein.

25. 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, 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 23 of this Order.

APPOINTMENT OF MONITOR

26. 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.

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27. 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**");

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- (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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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, retainers in the amount of \$50,000,

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respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

34. 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.

35. 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 36 and 38 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

36. 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); and

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

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

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

39. 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.

40. 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.

41. 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

42. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in [newspapers specified by the Court] 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.

43. 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.

44. 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

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

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50. 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.



ENREGISTRÉ AU SÉCRÉTARIAT À TORONTO
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OCT 01 2013

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF GROWTHWORKS CANADIAN FUND LTD.

Court File No: CV-13-10279-0001

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

Proceeding commenced at Toronto

INITIAL ORDER

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Lawyers for the Applicant
#12547919

APPENDIX "B"

Court File No.: CV-13-10279-OOCL

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

THE HONOURABLE MADAME) TUESDAY, THE 29TH
JUSTICE MESBUR) 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")

ORDER

THIS MOTION, made by the Applicant, for an order extending the Stay Period (the "Stay Period") defined in paragraph 14 of the Initial Order of the Honourable Mr. Justice Newbould dated October 1, 2013 (the "Initial Order") until January 15, 2014, and amending and restating the Initial Order to, among other things, declare certain persons critical suppliers and permit the Applicant to provide an indemnity for certain Applicant-nominated directors of companies in the Applicants' investment portfolio and a related charge, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of C. Ian Ross sworn October 25, 2013 and the Exhibits thereto (the "Ross Affidavit") and the Second Report (the "Second Report") of FTI Consulting Canada Inc., in its capacity as Court-appointed monitor (the "Monitor"), on being advised that Roseway Capital S.a.r.l. consents to the relief requested in this motion, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and counsel for Growthworks WV Management Ltd. (the "Manager") no one appearing for any other party although duly served as appears from the affidavit of service,

or "counsel for Roseway," see

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SERVICE

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

STAY EXTENSION

2. THIS COURT ORDERS that the Stay Period is hereby extended until and including January 15, 2014.

MONITOR'S ACTIVITIES AND REPORT

3. THIS COURT ORDERS that the First Report of the Monitor dated October 8, 2013 and the Second Report of the Monitor and the activities described therein are hereby approved.

AMENDED AND RESTATED INITIAL ORDER

4. THIS COURT ORDERS AND DECLARES that the Initial Order is hereby amended and restated in the form attached hereto as Schedule "A".



FILED
COURT CLERK
LEWIS & CLARK COUNTY



OCT 29 2013

SCHEDULE "A" - AMENDED AND RESTATED INITIAL ORDER

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

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

THE HONOURABLE MR.)	TUESDAY, THE 1 ST
)	
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;

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- (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

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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.

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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

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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

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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

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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;

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- (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

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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

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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.

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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)

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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.

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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

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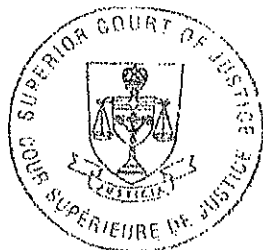
status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

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 "C"



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

) THURSDAY, THE 18TH

)

MR. JUSTICE PATTILLO

) DAY OF DECEMBER, 2014

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.

ORDER APPROVING SETTLEMENT

THIS MOTION, made by GrowthWorks Canadian Fund Ltd. (the "**Fund**") for an order approving an agreement settling actions bearing Court File Numbers 08-CV-43544 and 08-CV-43188, between Allen-Vanguard Corporation ("**AVC**") and the Fund and other parties (the "**AVC Litigation**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Fund, including the Affidavit of Donna Parr sworn December 15, 2014, the Affidavit of Paul Echenberg sworn December 15, 2014 and the Twelfth report of FTI Consulting Canada, Inc. (the "**Monitor**"), on being advised that notices in the form of a letter have been sent to each former shareholder of Med-Eng Systems Inc. ("**Med-Eng**") at the most recent known address(es) for notifying each such former shareholder of this settlement and the hearing, and on hearing the submissions of counsel for the Fund, Offeree Shareholders, as defined below, AVC, and the Monitor, no one else appearing although properly served as appears from the Affidavit of Swee-Teen Yeoh, sworn December 15, 2014:

1. THIS COURT ORDERS that the time for service of the Motion Record is hereby abridged and validated such that this Motion is properly returnable today and hereby dispenses

- 2 -

with further service thereof.

2. THIS COURT ORDERS AND DECLARES that the Minutes of Settlement settling the AVC Litigation made between AVC and certain former shareholders of Med-Eng including Richard L'Abbe, 1062455 Ontario Inc., the Fund, SVMCL Management Canada Limited as general partner of certain investment funds, Schroder Ventures Holdings Limited as general partner of certain other investment funds and SVG Capital plc. (collectively, the "**Offeree Shareholders**") effective December 12, 2014 (the "**Settlement Agreement**"), be and is hereby approved in substantially the same form as Exhibit "D" of the Affidavit of Donna Parr sworn December 15, 2014.

3. THIS COURT ORDERS that the Fund is authorized to execute and deliver the Settlement Agreement and shall perform its obligations thereunder, including without limiting the generality of the foregoing, the distribution of \$28,000,000 of the settlement proceeds (the "**Settlement Proceeds**") to AVC, and that the remainder of the Settlement Proceeds after the distribution to AVC (the "**Remaining Proceeds**") shall be held in escrow until further order of this Court.

4. THIS COURT ORDERS that notwithstanding:

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

the distribution of Settlement Proceeds to AVC and the distribution of the Remaining Proceeds pursuant to this Order and any further order of this Court shall be binding on any trustee in bankruptcy that may be appointed in respect of the Fund and shall not be void or voidable by creditors of the Fund, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the

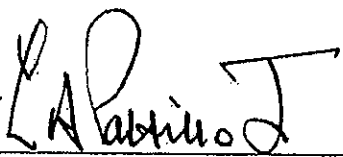
- 3 -

Bankruptcy and Insolvency Act (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

5. THIS COURT ORDERS AND DECLARES that, in addition to the releases to be exchanged pursuant to the Settlement Agreement, AVC is hereby released from any and all claims arising or in respect of the Share Purchase Agreement dated as of August 3, 2007 (the "SPA") and the Escrow Agreement dated as of September 17, 2007 (the "Escrow Agreement") including, without limiting the generality of the foregoing, any claims of former minority shareholders, and that any claims by former minority shareholders of Med-Eng (the "Minority Shareholders") arising from the Share Purchase Agreement or the Escrow Agreement shall attach exclusively to the Remaining Funds.

6. THIS COURT ORDERS that the Offeree Shareholders shall incur no liability whatsoever arising from the release of the Settlement Proceeds to AVC.

7. THIS COURT ORDERS that the Offeree Shareholders may propose a distribution of the Remaining Funds and notify all former shareholders, including the Minority Shareholders, of such proposal by mail and/or email to the most recent address(es) maintained by Robert Chapman, the vendor's counsel in respect of the Share Purchase Agreement. Any motion for the distribution of the Remaining Funds shall be on at least 7 days' notice to the Offeree Shareholders, the Minority Shareholders and to the Monitor.



L. A. Rabinovitch

DEC 19 2014

NB

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.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

ORDER APPROVING SETTLEMENT

McCARTHY TÉTRAULT LLP
Suite 5300, Toronto Dominion Bank
Tower
Toronto ON M5K 1E6

Sharon Kour LSUC#: 58328D
Tel: (416) 601-8305
Fax: (416) 868-0673
skour@mccarthy.ca

Kevin P. McElcheran Professional
Corporation

Kevin McElcheran LSUC#: 22119H
Tel: (416) 855-0444
kevin@mcelcheranadr.com

Lawyers for GrowthWorks Canadian Fund
Ltd.
14045210

APPENDIX "D"



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

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

THE HONOURABLE Mr.) Tuesday, THE 20th
)
 JUSTICE PARRY) January
) DAY OF MARCH, 2015

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.

**NOTICE PROCEDURE ORDER
(In respect of a Distribution Motion)**

THIS MOTION, made by GrowthWorks Canadian Fund Ltd. (the "**Fund**") for an order approving the form of notice of a motion to distribute the proceeds of a sale of shares in Med-Eng Systems Inc. ("**Med-Eng**") currently remaining in escrow (the "**Remaining Proceeds**") pursuant to an escrow agreement dated September 17, 2007 (the "**Escrow Agreement**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Fund, including the affidavit of Paul Echenberg sworn December 15, 2014, the affidavit of Donna Parr sworn December 15, 2014, and the affidavit of Paul Echenberg sworn January 19, 2015, and on hearing the submissions of counsel for the Fund, the Offeree Shareholders, as defined below, and the Monitor, no one else appearing although properly served as appears from the Affidavit of Emilia Moon-de Kemp, sworn January 19, 2015:

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

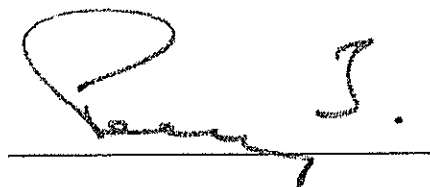
- 2 -

2. THIS COURT ORDERS AND DECLARES that a motion to determine the distribution of the Remaining Proceeds shall be heard on March 3, 2015 at 10:00 a.m. (the **"Distribution Motion"**). MAR

3. THIS COURT ORDERS AND DECLARES that the form of notice for the Distribution Motion and the form and content of a disclosure statement to be attached thereto, are hereby approved in the form appended as Schedule "A" (the **"Notice and Disclosure"**), and shall be delivered to the former minority shareholders of Med-Eng (the **"Minority Shareholders"**) and the service list.

4. THIS COURT ORDERS AND DECLARES that the mailing by ordinary mail of the Notice and Disclosure to each Minority Shareholder, on or before January 23, 2015, to the most recent address on the list maintained by Robert Chapman, formerly of McCarthy Tétrault LLP, counsel for the Offeree Shareholders (as defined in the Settlement Approval Order) in respect of the SPA (as defined in the Settlement Approval Order), shall be sufficient service of the Distribution Motion.

5. THIS COURT ORDERS that any Minority Shareholder who objects to the proposed distribution set out in the Notice and Disclosure must give notice in writing of such objection and the reasons for the objection in the form attached to the Notice and Disclosure to FTI Consulting Canada Inc. (the **"Monitor"**) on or before 5:00 p.m. on February 23, 2015, and the Monitor is hereby directed to post such objection on the Monitor's website and to file a copy with the Court.



PROCTOR & KENNEDY
CHAMBERS
LEWIS & CLARK BUILDING

JAN 21 2015



SCHEDULE "A"**NOTICE TO FORMER SELLING SHAREHOLDERS OF
MED-ENG SYSTEMS INC.**

PLEASE TAKE NOTICE that the Ontario Superior Court of Justice issued an order (the "**Order Approving Settlement**") approving a settlement of certain litigation which is defined in the Order Approving Settlement as the "**AVC Litigation**". Attached to this notice is a copy of the Order Approving Settlement. Capitalized terms used in this notice have the meanings set out in the Order Approving Settlement.

PLEASE TAKE NOTICE that the AVC Litigation has now been settled in accordance with the Minutes of Settlement. Accordingly, the Settlement Proceeds, totalling \$28 million were paid to AVC on December 23, 2014 from the Indemnification Escrow Fund (as defined in the Escrow Agreement) and the Mutual Full and Final Release (as defined in the Minutes of Settlement) has been executed and delivered. The Remaining Proceeds, which totaled \$15,832,358.82 as of January 2, 2015, continue to be held in escrow pursuant to the Escrow Agreement.

PLEASE TAKE NOTICE that a hearing will be held on March [], 2015 at 10:00 a.m. at 330 University Avenue, 8th floor, Toronto, Ontario, in the Ontario Superior Court of Justice (Commercial List), to consider the proposal by the Offeree Shareholders that the Remaining Proceeds be distributed as follows:

To each of the Offeree Shareholders, an amount equal to the professional costs they incurred in their efforts to secure the release of the Remaining Proceeds, including fees and disbursements of the advisors and experts of the Offeree Shareholders incurred in connection with:

- (i) The AVC Litigation;
- (ii) The claim of AVC in the Fund's proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**") including the

- 4 -

- motion and cross motions brought in respect of the conduct of AVC's claim;
- (iii) The negotiation of the settlement of the AVC Litigation;
 - (iv) The motion in the CCAA Proceedings for the approval of the settlement;
 - (v) The implementation of the settlement; and
 - (vi) This motion, the Distribution Motion and the distribution of the Remaining Proceeds;
- (b) After payment of the amounts set out in (a) above, the balance to each of the former selling shareholders of Med-Eng pro rata based on their holdings of Med-Eng shares at the time of the sale of such shares.

PLEASE TAKE NOTICE that the total of professional costs included in (a) above is approximately \$4.7 million and that a description of the professional costs and the basis for the proposed distribution are set out in the Disclosure Statement attached to this Notice and in the affidavit of Paul Echenberg sworn on January 19, 2015. You can find this affidavit and the rest of the court materials related to this motion at <http://cfcanada.fticonsulting.com/gcfl>.

PLEASE TAKE NOTICE that if you object to such distribution and wish to oppose the granting of the order sought by the Offeree Shareholders at the court hearing on March [], 2015, you must deliver a Notice of Objection on or before 5:00 p.m. (Toronto Time) on February 23, 2015, in the attached form to the following address:

FTI Consulting Canada Inc., GrowthWorks Canadian Fund Ltd. Monitor
TD Waterhouse Tower
79 Wellington Street, West

- 5 -

Suite 2010, P.O. Box 104

Toronto, Ontario, Canada, M5K 1G8

Fax 416-649-8101

Email: growthworkscanadianfundltd@fficonsulting.com

Attn: Paul Bishop and Jodi Porepa

SUMMARY

Objection Deadline: 5:00 p.m. (Toronto Time) on February 23, 2015

Court Hearing: 10:00 a.m. on March [], 1015

Court :Location: 330 University Avenue, 8th Floor, Toronto, Ontario.

DATED this 23rd day of January, 2015

- 6 -

NOTICE OF OBJECTION

I, [insert name of former shareholder of Med-Eng] object to the distribution of the Remaining Proceeds in the manner proposed by the Offeree Shareholders.

The following are my reasons for my objection:

I hereby certify that

1. I am a former shareholder of Med-Eng.
2. I held [insert number of shares] of Med-Eng on the closing of the sale of my shares to Allen-Vanguard Corporation.
3. I have attached any documentation in my possession that supports the reasons for my objection.

Dated:

Signature:

Witness signature:

Witness name:

DISCLOSURE STATEMENT

To: The former Minority Shareholders of Med-Eng Systems Inc., as defined in the Share Purchase Agreement, dated as of August 3, 2007 (the "**Share Purchase Agreement**"), and as listed in schedule 4.1(f) of the Escrow Agreement made as of September 17, 2007 among the Offeree Shareholders, Richard L'Abbé, 1062455 Ontario Inc., GrowthWorks Canadian Fund Ltd., Schroder Venture Managers (Canada) Limited, Schroder Ventures Holding Limited, Allen-Vanguard Corporation, Med-Eng Systems Inc. and Computershare Trust Company of Canada (the "**Escrow Agreement**").

Re: In the Matter of GrowthWorks Canadian Fund Ltd., Superior Court of Justice (Commercial List), Court File No. CV-13-10279-00CL Superior Court of Justice (Commercial List), Court File No. CV-13-10279-00CL ("**GrowthWorks CCAA Proceedings**");

Richard L'Abbé et al. v. Allen-Vanguard Corporation et al., Ontario Superior Court File No. 08-CV-43188; Allen-Vanguard Corporation v. Richard L'Abbé et al., Ontario Superior Court File No. 08-CV-43544 (the "**Allen-Vanguard Litigation**").

In 2007, the former majority shareholders of Med-Eng Systems Inc. ("**Med-Eng**") entered into the Share Purchase Agreement as "Offeree Shareholders" with Allen-Vanguard Corporation ("**Allen-Vanguard**"), whereby Allen-Vanguard agreed to purchase all of the shares of Med-Eng, including the shares you formerly owned, for an aggregate purchase price of approximately \$650 million. The share purchase transaction closed in September 2007.

You have already received almost 94% of your share of the proceeds of this sale. As part of the sale purchase transaction, however, \$40 million of the purchase price (the "**Escrow Amount**") was set aside in escrow pursuant to the provisions of the Escrow Agreement. The purpose of the Escrow Agreement was to make the Escrow Amount available to compensate Allen-Vanguard if the representations and warranties that Med-Eng made in the Share Purchase Agreement were incorrect or false and Allen-Vanguard suffered losses as a result.

In September 2008, Allen-Vanguard gave the Offeree Shareholders notice that it believed that Med-Eng's representations and warranties were false and that it intended to seek recovery of the entire Escrow Amount for its resulting damages. In November, 2008, the Offeree Shareholders started a law suit for the release of the Escrow Amount based on their position that there had been no relevant breaches of representation or warranty.

In addition to defending the Offeree Shareholders' law suit, Allen-Vanguard started another law suit claiming that Med-Eng's representations and warranties were not accurate and

that the Escrow Amount should therefore be paid to Allen-Vanguard. Because both law suits involved the Share Purchase Agreement and the Escrow Agreement, they have proceeded together as the Allen-Vanguard Litigation. In February, 2013, Allen-Vanguard sought and obtained an order from the court permitting it to amend its statement of claim, increasing its claim for damages in the Allen-Vanguard Litigation from \$40 million to \$650 million. Also, in October, 2013, GrowthWorks Canadian Fund Ltd. ("**GrowthWorks**") obtained creditor protection in the GrowthWorks CCAA Proceedings which impacted the course of the Allen-Vanguard Litigation.

Since it started in November 2008, the Allen-Vanguard Litigation has been pursued diligently by the Offeree Shareholders. A detailed history of the Allen-Vanguard Litigation is set out in an affidavit that has been filed in the GrowthWorks CCAA Proceedings. You can find this affidavit and the rest of the court materials related to this motion at <http://cfcanda.fticonsulting.com/gcfl>.

The Allen-Vanguard Litigation has been complex, intensely contested and expensive, involving the production of over 15,000 documents, approximately 10 contested motions, more than 20 case conferences and 35 days of examinations for discovery. The trial was scheduled for 11 weeks starting in March 2015. In total, the Offeree Shareholders spent more than \$4.7 million in legal and other professional expenses in pursuing the release of the Escrow Funds for benefit of all former shareholders of Med-Eng.

After extensive and difficult negotiations and in order to avoid the further expense and risks that would be incurred in going ahead with the scheduled 11 week trial, in December 2014 the Offeree Shareholders entered into a settlement agreement with Allen-Vanguard, which was approved by the Ontario Superior Court of Justice (the "**Court**") on December 18, 2014. Under the terms of the settlement agreement, Allen-Vanguard received \$28 million of the Escrow Amount at the end of December 2014.

The balance of the Escrow Amount, together with accumulated interest (the "**Remaining Escrow Fund Balance**") which totalled \$15,832,358.82 as of January 2, 2015, will be distributed to all of the former shareholders of Med-Eng in accordance with an order of the Court that will be made in the GrowthWorks CCAA Proceedings.

GrowthWorks has applied to the Court in the Growthworks CCAA Proceedings for an order that the Remaining Escrow Fund Balance be distributed to the former shareholders of Med-Eng in proportion to their respective shareholdings, **after first deducting the Offeree Shareholders' out of pocket expenses for legal fees and disbursements incurred as result of the Allen-Vanguard Litigation (the "Litigation Expenses")**. The Escrow Agreement does not expressly state that the Litigation Expenses must be reimbursed to the Offeree Shareholders. However, as such expenses were incurred for the benefit of all former shareholders of Med-Eng, the Offeree Shareholders believe it is fair that they recoup

their expenses before the Remaining Escrow Fund Balance is distributed. Over more than 6 years, the Offeree Shareholders have devoted many hours of their time and attention to the conduct of the Allen-Vanguard Litigation but they do not seek compensation for their own time and effort. They seek to recoup only their out of pocket expenses

The Offeree Shareholders will be supporting GrowthWorks' motion to the Court for an order for distribution of the Remaining Escrow Fund Balance first to the Offeree Shareholders to reimburse them for their Litigation Expenses and then pro rata to all former shareholders of Med-Eng. As a former shareholder of Med-Eng entitled to a portion of the Remaining Escrow Fund Balance, you may object to the distribution proposed by the Offeree Shareholders by delivering a notice of objection to the Monitor in the attached form and may appear to make submissions to the Court at the hearing to be held to consider the GrowthWorks' motion at 330 University Avenue, Toronto, Ontario at **10:00 a.m.** on **March*, 2015**. Whether or not you object and/or appear to make submissions at that hearing, the Court may make the order requested by the Offeree Shareholders.

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.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

Proceeding Commenced at Toronto

**NOTICE PROCEDURE ORDER
(In respect of the Distribution Motion)**

MCCARTHY TÉTRAULT LLP
Suite 5300, Toronto Dominion Bank
Tower
Toronto ON M5K 1E6

Sharon Kour LSUC#: 58328D
Tel: (416) 601-8305
Fax: (416) 868-0673
skour@mccartly.ca

Kevin P. McElcheran Professional
Corporation

Kevin McElcheran LSUC#: 22119H
Tel: (416) 855-0444
kevin@mcelcheranadr.com

Lawyers for Growth Works Canadian Fund
Ltd.
14045210

APPENDIX "E"

Notice of Objection

I, DENZIL DOYLE the offeror, objects to the distribution of the Remaining Proceeds in the manner proposed by the Offeree Shareholders of Med-Eng Systems.

The following are the offeror's reasons for the objection:

- Although the offeror is grateful for the success of its investment in Med-Eng Systems Inc., the offeror is a minority shareholder which was 'dragged along' and as such had no involvement or influence in events leading up to the transaction and events subsequent to the transaction closing.
- The offeror understands that the \$40M holdback was subject to some working capital adjustments and agrees that these amounts should be dealt with from the holdback.
- The offeror does not feel that it should assume any liability with regard to the settlement with Allan Vanguard or its subsequent owners.
- The offeror does not feel that it should share the cost of the Offeree shareholders defending themselves.
- The offeror does not have ready access to shareholder agreements and other closing documentation from which to highlight specific clauses pertaining to this matter.
- The offeror feels that the distribution to the non-Offeree shareholders should be based on the following:
$$\frac{(\$40M + \text{Accrued Interest } +/- \text{ any Working Capital Adjustments})}{\text{Total number of Common Shares}}$$
- The offeror feels that legal costs of \$4.7M and settlement(s) of \$28M should be borne by the Offeree Shareholders.

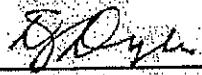
I hereby certify that

I am a former shareholder of Med-Eng Systems

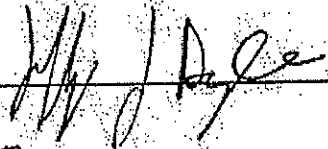
I held 50,011 shares of Med-Eng Systems on the closing of the sale of my share to Allen-Vanguard Corporation.

Dated: February 6, 2015

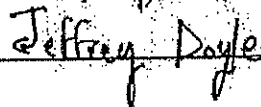
Signature: _____



Witness signature: _____



Witness name: _____



Submitted to:

FTI Consulting Canada Inc., Growth Works Canadian Fund Ltd. Monitor

TD Waterhouse Tower

79 Wellington Street, West

Suite 2010, P.O. Box 104

Toronto, Ontario, Canada, M5K 1G8

Notice of Objection

I, Glenn M.J. McDougall on behalf of Green Avenue Ventures Inc. (GAVI), the offeror, objects to the distribution of the Remaining Proceeds in the manner proposed by the Offeree Shareholders of Med-Eng Systems.

Note: GAVI's ownership is in equal portions Glenn McDougall, Jeffrey Doyle and Pakenham Holdings Inc. Pakenham Holdings Inc. has abstained from this matter.

The following are the offeror's reasons for the objection:

- Although the offeror is grateful for the success of its investment in Med-Eng Systems Inc., the offeror is a minority shareholder which was 'dragged along' and as such had no involvement or influence in events leading up to the transaction and events subsequent to the transaction closing.
- The offeror understands that the \$40M holdback was subject to some working capital adjustments and agrees that these amounts should be dealt with from the holdback.
- The offeror does not feel that it should assume any liability with regard to the settlement with Allan Vanguard or its subsequent owners.
- The offeror does not feel that it should share the cost of the Offeree shareholders defending themselves.
- The offeror does not have ready access to shareholder agreements and other closing documentation from which to highlight specific clauses pertaining to this matter.
- The offeror feels that the distribution to the non-Offeree shareholders should be based on the following:
 - (\$40M + Accrued Interest +/- any Working Capital Adjustments) / Total number of Common Shares
- The offeror feels that legal costs of \$4.7M and settlement(s) of \$28M should be borne by the Offeree Shareholders.

I hereby certify that:

I am a former shareholder of Med-Eng Systems

I held 130,971 shares of Med-Eng Systems on the closing of the sale of my share to Allen-Vanguard Corporation.

Dated: February 6, 2015

Signature: _____


Glenn M.J. McDougall, President, Green Avenue Ventures Inc.

Witness signature: _____

Witness name:


Jeffrey Doyle

Submitted to:

FTI Consulting Canada Inc., Growth Works Canadian Fund Ltd. Monitor

TD Waterhouse Tower

79 Wellington Street, West

Suite 2010, P.O. Box 104

Toronto, Ontario, Canada, M5K 1G8

Notice of Objection

I, DEBRA BOYLE on behalf of 485189 ONTARIO, the offeror, objects to the distribution of the Remaining Proceeds in the manner proposed by the Offeree Shareholders of Med-Eng Systems.

The following are the offeror's reasons for the objection:

- Although the offeror is grateful for the success of its investment in Med-Eng Systems Inc., the offeror is a minority shareholder which was 'dragged along' and as such had no involvement or influence in events leading up to the transaction and events subsequent to the transaction closing.
- The offeror understands that the \$40M holdback was subject to some working capital adjustments and agrees that these amounts should be dealt with from the holdback.
- The offeror does not feel that it should assume any liability with regard to the settlement with Allan Vanguard or its subsequent owners.
- The offeror does not feel that it should share the cost of the Offeree shareholders defending themselves.
- The offeror does not have ready access to shareholder agreements and other closing documentation from which to highlight specific clauses pertaining to this matter.
- The offeror feels that the distribution to the non-Offeree shareholders should be based on the following:

(\$40M + Accrued Interest +/- any Working Capital Adjustments) / Total number of Common Shares
- The offeror feels that legal costs of \$4.7M and settlement(s) of \$28M should be borne by the Offeree Shareholders.


I hereby certify that

I am a former shareholder of Med-Eng Systems

I held 54,000 shares of Med-Eng Systems on the closing of the sale of my share to Allen-Vanguard Corporation.

Dated: February 6th, 2015

Signature:



Witness signature:



Witness name:

Jeffrey Doyle

Submitted to:

FTI Consulting Canada Inc., Growth Works Canadian Fund Ltd. Monitor

TD Waterhouse Tower

79 Wellington Street, West

Suite 2010, P.O. Box 104

Toronto, Ontario, Canada, M5K 1G8

Notice of Objection

I, Jean-Pierre Soublière, on behalf of Loch Isle Holdings Ltd (now known as Anderson Soublière Inc.) the offeror, objects to the distribution of the Remaining Proceeds in the manner proposed by the Offeree Shareholders of Med-Eng Systems.

The following are the offeror's reasons for the objection:

- Although the offeror is grateful for the success of its investment in Med-Eng Systems Inc., the offeror is a minority shareholder which was 'dragged along' and as such had no involvement or influence in events leading up to the transaction and events subsequent to the transaction closing.
- The offeror shareholder was appreciative of the formal communication provided during the last few years of the dispute.
- The offeror understands that the \$40M holdback was subject to some working capital adjustments and agrees that these amounts should be dealt with from the holdback.
- The offeror does not feel that it should assume any liability with regard to the settlement with Allan Vanguard or its subsequent owners.
- The offeror believes that the Offerree shareholders agreed to a one-sided result to eliminate the threat against them regarding the suit for the full-purchase price.
- Thus, the offeror does not feel that it should share the cost and the results of the Offeree shareholders defending themselves from the suit of the full purchase price.
- The offeror does not have ready access to shareholder agreements and other closing documentation from which to highlight specific clauses pertaining to this matter.
- The offeror feels that the distribution to the non-Offeree shareholders should be based on the following:

$(\$40M + \text{Accrued Interest} +/- \text{any Working Capital Adjustments}) / \text{Total number of Common Shares}$

- The offeror feels that legal costs of \$4.7M and settlement(s) of \$28M should be borne by the Offeree Shareholders.

I hereby certify that

I am a former shareholder of Med-Eng Systems

I held 182,989 Class A shares of Med-Eng Systems on the closing of the sale of my share to Allen-Vanguard Corporation.

Dated: February 18, 2015

Signature:



Witness signature:



Witness name:

Catherine Soublière

Submitted to:

FTI Consulting Canada Inc., Growth Works Canadian Fund Ltd. Monitor

TD Waterhouse Tower

79 Wellington Street, West

Suite 2010, P.O. Box 104

Toronto, Ontario, Canada, M5K 1G8

Notice of Objection

I, Jean-Pierre Soublière, the offeror, objects to the distribution of the Remaining Proceeds in the manner proposed by the Offeree Shareholders of Med-Eng Systems.

The following are the offeror's reasons for the objection:

- Although the offeror is grateful for the success of its investment in Med-Eng Systems Inc., the offeror is a minority shareholder which was 'dragged along' and as such had no involvement or influence in events leading up to the transaction and events subsequent to the transaction closing.
- The offeror shareholder was appreciative of the formal communication provided during the last few years of the dispute.
- The offeror understands that the \$40M holdback was subject to some working capital adjustments and agrees that these amounts should be dealt with from the holdback.
- The offeror does not feel that it should assume any liability with regard to the settlement with Allan Vanguard or its subsequent owners.
- The offeror believes that the Offerree shareholders agreed to a one-sided result to eliminate the threat against them regarding the suit for the full-purchase price.
- Thus, the offeror does not feel that it should share the cost and the results of the Offeree shareholders defending themselves from the suit of the full-purchase price.
- The offeror does not have ready access to shareholder agreements and other closing documentation from which to highlight specific clauses pertaining to this matter.
- The offeror feels that the distribution to the non-Offeree shareholders should be based on the following:
$$\frac{(\$40M + \text{Accrued Interest} +/- \text{any Working Capital Adjustments})}{\text{Total number of Common Shares}}$$
- The offeror feels that legal costs of \$4.7M and settlement(s) of \$28M should be borne by the Offeree Shareholders.

I hereby certify that

I am a former shareholder of Med-Eng Systems

I held 90,000 Class A shares of Med-Eng Systems on the closing of the sale of my share to Allen-Vanguard Corporation.

Dated: February 18, 2015

Signature:



Witness signature:



Witness name:

Catherine Soublère

Submitted to:

FTI Consulting Canada Inc., Growth Works Canadian Fund Ltd. Monitor

TD Waterhouse Tower

79 Wellington Street, West

Suite 2010, P.O. Box 104

Toronto, Ontario, Canada, M5K 1G8

APPENDIX "F"

Schwarz, Karin

From: Gerry Fields <gfields@cornerstonegroup.com>
Sent: Friday, January 9, 2015 4:56 PM
To: David.Levi@growthworks.ca; Joanne Kennedy (Joanne.Kennedy@growthworks.ca); Anne.Peterson@growthworks.ca; clintmatthewsca@gmail.com; alex.irwin.law@gmail.com; dj@iwjlaw.com; jill@iwjlaw.com; Tony.Rautava@growthworks.ca; Joe.Timlin@growthworks.ca; vladimir.arkhipchenko@growthworks.ca; dparker3@telus.net; lbell@shaw.ca; John_Shields@shaw.ca; Lee Watson - Hay & Watson; Essop Mia; 'Anthony Barke; fvette@deloitte.ca; cmorris@rcmorris.com; kirsten@rcmorris.com; andy@marquest.ca; gerry@marquest.ca; ROBERT GRANATSTEIN (robert.granatstein@blakes.com); Gary.Shiff@blakes.com; dwishart@seamark.ca; rmckim@seamark.ca; paul.bishop@fticonsulting.com; jodi.porepa@fticonsulting.com; lbugden@stewartmckelvey.com; info@norvistacapital.com; canyonst@gmail.com; jchow@norvistacapital.com; tammy@iwjlaw.com; vladimir.arkhipchenko@growthworks.ca; Wasserman, Marc; Fell, Caitlin; kmcelcheran@mccarthy.ca; jgrant@mccarthy.ca; hmeredith@mccarthy.ca; kpeters@mccarthy.ca; tony.reyes@nortonrosefulbright.com; alexander.schmitt@nortonrosefulbright.com; akauffman@fasken.com; bmoore@fasken.com; jofrtiz@deloitte.ca; rslaght@litigate.com; elederman@litigate.com; imacleod@litigate.com; tconway@cavanagh.ca; chutchison@cavanagh.ca; critchie@cavanagh.ca; leonj@bennettjones.com; belld@bennettjones.com; masadi@osc.gov.on.ca
Cc: Gerry Fields; Lynne Silver
Subject: CORNERSTONE NOTICE OF CLAIM DATED JANUARY 9, 2015 - OUR FILE NO. 8114
Attachments: CORNERSTONE NOTICE OF CLAIM DATED JANUARY 9, 2015 - OUR FILE NO. 8114.pdf
Importance: High

TO: ALL NAMED RECIPIENTS

Please review the Cornerstone Notice of Claim dated January 9, 2015 as attached.

Gerry Fields, LL.B., J.D.
 President and Chief Executive Officer
 CORNERSTONE GROUP™
 The Exchange Tower
 130 King Street West
 Suite 1800, P.O. Box 427
 Toronto, Ontario
 M5X 1E3

Email: gfields@cornerstonegroup.com
 Tel.: (416) 862-8000
 Fax: (416) 862-8001
 Mobile: (416) 567-7000 / (917) 965-5490

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Please see below.

From: Gerry Fields

Sent: January-05-15 12:47 PM

To: 'David.Levi@growthworks.ca'; 'david.levi@matrix.ca'; Joanne Kennedy (Joanne.Kennedy@growthworks.ca); 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'vladimir.arkhipchenko@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvette@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; ROBERT GRANATSTEIN (robert.granatstein@blakes.com); 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'paul.bishop@fticonsulting.com'; 'jodi.porepa@fticonsulting.com'; 'lbugden@stewartmckelvey.com'; 'info@norvistacapital.com'; 'canyonst@gmail.com'; 'jchow@norvistacapital.com'; 'tammy@iwjlaw.com'; 'vladimir.arkhipchenko@growthworks.ca'; 'mwasserman@osler.com'; 'cfell@osler.com'; 'kmcclcheran@mccarthy.ca'; 'jgrant@mccarthy.ca'; 'hmeredith@mccarthy.ca'; 'kpeters@mccarthy.ca'; 'tony.reyes@nortonrosefulbright.com'; 'alexander.schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofrtiz@deloitte.ca'; 'rslaght@litigate.com'; 'elederman@litigate.com'; 'imacleod@litigate.com'; 'tconway@cavanagh.ca'; 'chutchison@cavanagh.ca'; 'critchie@cavanagh.ca'; 'leonj@bennettjones.com'; 'bell@bennettjones.com'; 'masadi@osc.gov.on.ca'

Cc: Gerry Fields; Lynne Silver

Subject: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS & CO. ET AL AND THE GROWTHWORKS CANADIAN FUND LTD. ET AL - CORNERSTONE'S CLAIM FOR \$604,478.75 AS OF JANUARY 15, 2015 - CORNERSTONE'S EMAIL DATED JANUARY 5, 2015 - OUR FILE NO. 8114

Importance: High

WITH PREJUDICE

DATE: JANUARY 5, 2015 AT 12:45 PM

TO: ALL NAMED RECIPIENTS – SEE CORNERSTONE'S ATTACHED DISTRIBUTION AND SERVICE LIST

Dear Sirs / Mesdames:

This email is being delivered to you on a with prejudice basis. Please be sure to carefully review the entire attachment that is an integral part of this email.

We have received your email of January 2, 2015 acknowledging your receipt of our email of January 2, 2015 and our earlier correspondence that was previously faxed and delivered to you by registered mail.

Notwithstanding the CCAA proceedings to date for GrowthWorks Canadian Fund Ltd. (Court File No. CV-13-10279-00CL) Cornerstone's Claim is that GrowthWorks Canadian Fund Ltd., as a GrowthWorks affiliate, is responsible to Cornerstone for Cornerstone's Claim against GrowthWorks Canadian Fund Ltd., a GrowthWorks affiliate, in the amount of \$604,478.75 owing to Cornerstone as of January 15, 2015 plus finance charges, interest and costs. These costs will include all legal fees and expenses and all costs of collection and enforcement on a full indemnity basis including the costs of all appeals until the final disposition of all matters as expressly set out in Cornerstone's Engagement Agreement and Indemnity Agreement dated April 8, 2010 as amended in writing from time to time by David Levi. All of Cornerstone's unpaid invoices are subject to an ongoing finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

The Cornerstone Engagement Letter and the Cornerstone Indemnity Agreement dated April 8, 2010 as amended in writing from time to time by David Levi specifically and expressly include all Matrix Entities, all GrowthWorks Entities, all Seamark Entities, all Marquest Entities, all R.C. Morris & Company Entities, each of their respective affiliates, and each of their controlling persons, their professional advisors, their associated persons, related entities and related parties.

We have also attached a copy of Cornerstone's recent correspondence as well as a copy of Cornerstone's Amended Distribution and Service List as of 5:00 PM on Friday, January 2, 2015.

By this email we are hereby formally requesting that Cornerstone immediately be added to the Service List in the GrowthWorks Canadian Fund Ltd. CCAA Action. The GrowthWorks Canadian Fund Ltd. Service List dated February 6, 2013 is attached hereto.

As you know, this will go to the issue of costs for the upcoming civil, regulatory and administrative proceedings against you. You have now been placed on formal written notice. Kindly govern yourself accordingly.

Gerry Fields, LL.B., J.D.
 President and Chief Executive Officer
 CORNERSTONE GROUP™
 The Exchange Tower
 130 King Street West
 Suite 1800, P.O. Box 427
 Toronto, Ontario
 M5X 1E3

Email: gfields@cornerstonegroup.com
 Tel.: (416) 862-8000
 Fax: (416) 862-8001
 Mobile: (416) 567-7000

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----- Original message-----

From: Bishop, Paul
Date: Fri, Jan 2, 2015 4:17 PM
To: Gerry Fields;
Cc: 'Caitlin Fell (cfell@osler.com)'; Wasserman, Marc;
Subject: RE: MATRIX , GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL - INTERIM STATEMENT OF ACCOUNT DUE JANUARY 15, 2015 FOR \$8,475.00 AND PRIOR OUTSTANDING BALANCE OF \$596,003.75 FOR A TOTAL NOW OWING TO CORNERSTONE OF \$604,478.75 - OUR FILE NO. 8114

Mr. Fields

You have copied us on several pieces of correspondence regarding your dealings with Mr. David Levi and certain other parties.

On October 1, 2013 The Growthworks Canadian Fund (the "Fund") sought and obtained an order under the Companies' Creditors Arrangements Act. FTI Consulting Canada Inc. was appointed Monitor under this order.

The above noted order and other information regarding the Fund's CCAA proceedings are available at our website; <http://cfcCanada.fticonsulting.com/gcfl/courtOrders.htm>

The Fund is not responsible for any amounts that may be owed to you by Mr. Levi or entities affiliated with Mr. Levi

Please direct any further correspondence on this matter to our legal counsel who are copied on this email

Regards

Paul Bishop

From: Gerry Fields [<mailto:gfields@cornerstonegroup.com>]

Sent: Friday, January 02, 2015 2:57 PM

To: David.Levi@growthworks.ca; [Joanne Kennedy \(Joanne.Kennedy@growthworks.ca\)](mailto:Joanne.Kennedy@growthworks.ca); Anne.Peterson@growthworks.ca; clintmatthewsca@gmail.com; alex.irwin.law@gmail.com; djj@iwjlaw.com; jill@iwjlaw.com; Tony.Rautava@growthworks.ca; Joe.Timlin@growthworks.ca; Tom.Hayes@growthworks.ca; dparker3@telus.net; lbell@shaw.ca; [John Shields@shaw.ca](mailto:John_Shields@shaw.ca); [Lee Watson - Hay & Watson \(lwatson@hay-watson.bc.ca\)](mailto:Lee.Watson-Hay-Watson@hay-watson.bc.ca); [Essop Mia \(emia@hay-watson.bc.ca\)](mailto:Essop.Mia@hay-watson.bc.ca); [Anthony Barke \(abarke@deloitte.ca\)](mailto:Anthony.Barke@deloitte.ca); fvettese@deloitte.ca; cmorris@rcmorris.com; kirsten@rcmorris.com; andy@marquest.ca; gerry@marquest.ca; robert.granatstein@blakes.com; Gary.Shiff@blakes.com; dwishart@seamark.ca; rmckim@seamark.ca; Bishop, Paul; Porepa, Jodi; lbugden@stewartmckelvey.com; info@norvistacapital.com; canyonst@gmail.com

Cc: Gerry Fields; Lynne Silver

Subject: MATRIX , GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL - INTERIM STATEMENT OF ACCOUNT DUE JANUARY 15, 2015 FOR \$8,475.00 AND PRIOR OUTSTANDING BALANCE OF \$596,003.75 FOR A TOTAL NOW OWING TO CORNERSTONE OF \$604,478.75 - OUR FILE NO. 8114

Importance: High

BY EMAIL AND BY REGISTERED MAIL – JANUARY 2, 2015 – 2:55 PM (EASTERN TIME)

WITH PREJUDICE

Attention:

David Ron Levi, Daphne Nielsen, Joanne Kennedy, Anne Peterson, Clinton Edward Matthews, CPA, CA, David Balsdon, Timothy K. Lee, CFA, Alex Irwin, Alex Irwin Law Corporation, David J. Jennings, Jill W. Donaldson, Irwin, White & Jennings, Tony Rautava, Joe Timlin, Tom Hayes, Dale Parker, Larry Bell, John Shields, G. Peter Marshall, Stephen Joseph Rankin, Brent W. Barrie, CFA, Bruce MacGregor, William Eeuwes, Murray Munro, Marine J. Guimond, A. Kirk Purdy, Pierre Saint-Laurent, Kenneth R. Yurichuk, Malvin Charles Spooner, CFA, Raymond M. Steele, CFA, Lee Watson, CPA, CA, Essop Mia, CPA, CA, Hay & Watson, Anthony Barke, CPA, CA, Frank Vettese, CPA, CA, Deloitte LLP, Paul Bishop, Jodi Porepa, FTI Consulting Canada Inc., Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Gerald Patrick McCarvill, Paul Jason Crath, Stephen Joseph Zamin, Brett Leonard Northrup, Lawrence R. Sinclair, Gordon A. McMillan, Michael G. Butler, Marquest Asset Management Inc., Donald Arthur Wishart, CFA, Robert George McKim, CFA, the Seamark Entities, Seamark Asset Management (2013) Ltd., Robert Christopher Morris, Kristen James, Conrad Krebs-Carstens, R.C. Morris & Company Ltd., Matrix Asset Management Inc., Growth Works Capital Ltd., the GrowthWorks Entities, Lydia S. Bugden, Stewart McKelvey, Robert Marc Granatstein, Gary Robert Shiff, Blake, Cassels & Graydon LLP, Norvista Capital Corporation and each of their respective affiliates and related parties

This email is being delivered on a **with prejudice basis**.

Following my meeting in Toronto with David Levi on May 23, 2014, attached please find Cornerstone's Interim Statement of Account due January 15, 2015 for \$604,478.75.

Please arrange for the immediate transfer of the sum of \$8,475.00 to Cornerstone's Account, CIBC, Main Branch, Toronto, by electronic funds transfer on January 15, 2015, as per Cornerstone's banking coordinates noted on our Interim Statement

of Account, together with the previously outstanding sum of \$596,003.75 owing to Cornerstone as of December 15, 2014, which together totals the sum of \$604,478.75 now owing to Cornerstone by Matrix Asset Management Inc., Growth Works Capital Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their respective affiliates. These are the parties expressly set out in Cornerstone's Engagement Letter dated April 8, 2010, signed by David Levi and as amended in writing by David Levi from time to time specifically and expressly on behalf of Matrix Asset Management Inc., Growth Works Capital Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and on behalf of each of their respective affiliates, their Officers, Directors, their controlling persons, their professional advisors, their associated persons, related entities and related parties.

As you know, all work fees and success fees paid to Cornerstone since the inception of Cornerstone's engagement back on April 8, 2010 have been made to Cornerstone exclusively by Growth Works Capital Ltd.

Please note that all unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

This email is being sent to you to place you on formal written notice once again of Cornerstone's Claim against you as a named party and against Matrix Asset Management Inc., Growth Works Capital Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd., and each of their respective affiliates, their Officers, Directors, their controlling persons, their professional advisors, their associated persons, related entities and related parties for the sum of \$604,478.75 plus finance charges, interest and costs.

We have been advised by counsel to deliver to each of you this email and our attached Interim Statement of Account due January 15, 2015 by email and by registered mail c/o David Levi and c/o Joanne Kennedy for further immediate distribution by David Levi and Joanne Kennedy to all parties to provide formal written notice to each of the named parties and named entities as at December 31, 2014 of Cornerstone's multiple claims previously made and hereby once again made against each of you as a named party and a named entity for the sum of \$604,478.75 plus all finance charges, interest and costs. These costs will include all legal fees and expenses and all costs of collection and enforcement on a full indemnity basis including the cost of all appeals until the final determination of all matters as expressly set out in Cornerstone's Engagement Agreement dated April 8, 2010 as amended in writing from time to time by David Levi.

As you know, this will go to the issue of costs for the upcoming civil, regulatory and administrative proceedings.

Kindly govern yourself accordingly.

Gerry Fields, LL.B., J.D.
 President and Chief Executive Officer
 Cornerstone Securities Canada Inc.
 The Exchange Tower
 130 King Street West
 Suite 1800, P.O. Box 427
 Toronto, Ontario
 M5X 1E3

Email: gfields@cornerstonegroup.com
 Tel.: (416) 862-8000
 Fax: (416) 862-8001
 Mobile: (416) 567-7000

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Confidentiality Notice:
 This email and any attachments may be confidential and protected by legal privilege. If you are not the intended recipient, be aware that any disclosure,

APPENDIX "G"

Schwarz, Karin

From: Gerry Fields <gfields@cornerstonegroup.com>
Sent: Monday, January 5, 2015 3:06 PM
To: Bishop, Paul; Porepa, Jodi
Cc: Fell, Caitlin; Wasserman, Marc; Gerry Fields; Lynne Silver
Subject: RE: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS & CO. ET AL AND THE GROWTHWORKS CANADIAN FUND LTD. ET AL - CORNERSTONE'S CLAIM FOR \$604,478.75 AS OF JANUARY 15, 2015 - CORNERSTONE'S EMAIL DATED JANUARY 5, 2015 - OUR FILE NO. 8114

These matters will be judicially reviewed.

From: Bishop, Paul [mailto:Paul.Bishop@fticonsulting.com]
Sent: January-05-15 1:38 PM
To: Gerry Fields; Porepa, Jodi
Cc: Lynne Silver; 'Caitlin Fell (cfell@osler.com)'; Wasserman, Marc
Subject: RE: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS & CO. ET AL AND THE GROWTHWORKS CANADIAN FUND LTD. ET AL - CORNERSTONE'S CLAIM FOR \$604,478.75 AS OF JANUARY 15, 2015 - CORNERSTONE'S EMAIL DATED JANUARY 5, 2015 - OUR FILE NO. 8114

Mr. Fields,

The Growthworks Canadian Fund Ltd (the "Fund") is not a "Growthworks Affiliate as you put it. The Fund was until September 30, 2103 managed by Growthworks WV Management Ltd. (the "Manager"). The Fund terminated its management agreement with the Manager on September 30, 2103. From that date forward, the Manager had no authority to bind the Fund in any contractual arrangements. The Fund was granted an order under the CCAA on October 1, 2013. As set out in the Order of October 1, 2013, all actions and proceedings against the Fund were stayed at that date, and no actions may be brought against the Fund without Court approval. Have you sought and obtained such approval? I don't believe you have. Additionally I would point out that on January 9, 2014 the Court approved a process for evaluating claims against the Fund, this Claims Process Order established March 6, 2014 as the "Claims Bar Date". Any claim against the Fund which was not filed by March 6, 2014 is, by Court Order, forever "extinguished, barred discharged and released" as against the Fund. As previously mentioned, all the documents to which I have referred above are available on our website.

In summary, you have no claim against the Fund, and even if you did it would be barred as against the Fund.

Regards

Paul Bishop

From: Gerry Fields [mailto:gfields@cornerstonegroup.com]
Sent: Monday, January 05, 2015 1:17 PM
To: Bishop, Paul; Porepa, Jodi
Cc: Gerry Fields; Lynne Silver
Subject: FW: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS & CO. ET AL AND THE GROWTHWORKS CANADIAN FUND LTD. ET AL - CORNERSTONE'S CLAIM FOR \$604,478.75 AS OF JANUARY 15, 2015 - CORNERSTONE'S EMAIL DATED JANUARY 5, 2015 - OUR FILE NO. 8114
Importance: High

APPENDIX "H"

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, AS AMENDED AND IN THE MATTER OF GROWTHWORKS CANADIAN FUND
LTD.

Feb 17/15 Court File No: CV-13-10279-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**RESPONDING MOTION RECORD
(RETURNABLE FEBRUARY 17, 2015)**

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Sharon A. Keur LSUC#: 58328D
Tel: (416) 601-8305
Fax: (416) 868-0673
Email: skour@mccarthylp.ca

Kevin P. McEleheran Professional
Corporation
420-120 Adelaide St W
Toronto ON M5H 1T1

Kevin McEleheran LSUC#: 22119H
Tel: (416) 855-0444
Email: kevin@mceleheranadr.com

Lawyers for the Applicant
14108661

Feb 17/15
See report re costs motion
receded Growthworks for
endorsement of today
Spencer

ms

APPENDIX "T"

Schwarz, Karin

From: Kevin McElcheran <kevin@mcelcheranadr.com>
Sent: Wednesday, February 18, 2015 9:42 AM
To: Gerry Fields; kmcelcheran@mccarthy.ca; jgrant@mccarthy.ca; hmeredith@mccarthy.ca; kpeters@mccarthy.ca; Wasserman, Marc; Fell, Caitlin; 'paul.bishop@fticonsulting.com'; 'jodi.porepa@fticonsulting.com'; tony.reyes@nortonrosefulbright.com; alexander.schmitt@nortonrosefulbright.com; akauffman@fasken.com; bmoore@fasken.com; jofritz@deloitte.ca; rslaght@litigate.com; elederman@litigate.com; imacleod@litigate.com; tconway@cavanagh.ca; chutchison@cavanagh.ca; critchie@cavanagh.ca; leonj@bennettjones.com; belld@bennettjones.com; masadi@osc.gov.on.ca
Cc: Lynne Silver
Subject: RE: Growthworks et al - 9:30 AM Hearing Request Form - Court File No. CV-13-10279-00CL - Our File No. 8114

Dear Mr. Fields

As I mentioned to you yesterday, there is no point arranging a 9:30 appointment with the Commercial list when you have not provided the Monitor or Growthworks Canadian Fund Ltd. with any basis for your alleged claim against the Fund. If you want to bring a motion to permit the late filing of your alleged claim, counsel will provide you with times when they are available for a 9:30 appointment to schedule the hearing of that motion. As I also mentioned, you have been asked a number of times for a copy of the indemnity agreement that you say was executed by Mr. Levi on behalf of "affiliates" of Matrix. I repeat that request and your explanation of how the Growthworks Canadian Fund Ltd. could possibly be responsible for the fees you say are owing to Cornerstone.

Yours truly

Kevin McElcheran

From: Gerry Fields [mailto:gfields@cornerstonegroup.com]
Sent: February 17, 2015 9:09 PM
To: Kevin McElcheran; kmcelcheran@mccarthy.ca; jgrant@mccarthy.ca; hmeredith@mccarthy.ca; kpeters@mccarthy.ca; mwasserman@osler.com; cfell@osler.com; 'paul.bishop@fticonsulting.com'; 'jodi.porepa@fticonsulting.com'; tony.reyes@nortonrosefulbright.com; alexander.schmitt@nortonrosefulbright.com; akauffman@fasken.com; bmoore@fasken.com; jofritz@deloitte.ca; rslaght@litigate.com; elederman@litigate.com; imacleod@litigate.com; tconway@cavanagh.ca; chutchison@cavanagh.ca; critchie@cavanagh.ca; leonj@bennettjones.com; belld@bennettjones.com; masadi@osc.gov.on.ca
Cc: Gerry Fields; Lynne Silver
Subject: Growthworks et al - 9:30 AM Hearing Request Form - Court File No. CV-13-10279-00CL - Our File No. 8114
Importance: High

9:30 AM Commercial List Hearing Request Form for Growthworks et al – Court File No. CV-13-10279-00CL

Following the two endorsements made this morning by Mr. Justice Spence in this matter, I require from all counsel three alternative dates for a 9:30 AM Hearing so that I can complete the Commercial List Hearing Request Form for Growthworks et al and file it immediately with the Court.

A true copy of the two endorsements made earlier today by Mr. Justice Spence both on the Responding and Cross Motion Record and on the Responding Motion Record are attached for your file. The two endorsements are self-explanatory.

I am also enclosing an additional copy of the Notice of Appearance for Cornerstone Securities Canada Inc. dated February 17, 2015 previously served upon you by fax earlier today pursuant to the Rules as well as a copy of our Affidavit of Service dated February 17, 2015 as filed today with the Court.

Please provide me with three alternative dates **by this Friday at Noon**, failing which I will bring an *ex parte* application before the Court.

Thank you.

Gerald S. Fields, LL.B., J.D.
President and General Counsel
CORNERSTONE GROUP™
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

Email: gfields@cornerstonegroup.com
Tel.: (416) 862-8000
Fax: (416) 862-8001
Mobile: (416) 567-7000 / (917) 965-5490

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Thank you.

APPENDIX "J"

Schwarz, Karin

From: Gerry Fields <gfields@cornerstonegroup.com>
Sent: Wednesday, February 18, 2015 2:35 PM
To: Kevin McElcheran; kmcelcheran@mccarthy.ca; jgrant@mccarthy.ca; hmeredith@mccarthy.ca; kpeters@mccarthy.ca; Wasserman, Marc; Fell, Caitlin; 'paul.bishop@fticonsulting.com'; 'jodi.porepa@fticonsulting.com'; tony.reyes@nortonrosefulbright.com; alexander.schmitt@nortonrosefulbright.com; akauffman@fasken.com; bmoore@fasken.com; jofritz@deloitte.ca; rslaght@litigate.com; elederman@litigate.com; imacleod@litigate.com; tconway@cavanagh.ca; chutchison@cavanagh.ca; critchie@cavanagh.ca; leonj@bennettjones.com; belld@bennettjones.com; masadi@osc.gov.on.ca
Cc: Toronto.Commercialist@jus.gov.on.ca; Gerry Fields; Lynne Silver
Subject: RE: Growthworks et al - 9:30 AM Hearing Request Form - Court File No. CV-13-10279-00CL - Our File No. 8114

Importance: High

Growthworks et al - Court File No. CV-13-10279-00CL

To All Counsel on the Growthworks Matters:

As Mr. McElcheran personally confirmed to Mr. Justice Spence yesterday, Cornerstone Securities Canada Inc. was not provided with any prior notice regarding any Proof of Claim to be filed by Cornerstone in Action No. CV-13-10279-00CL regarding Growthworks et al.

All required documentation to and from Cornerstone is or should be in the possession of the parties including the Monitor and Growthworks and their respective legal counsel.

I strongly suggest that all Counsel make further and immediate inquiries from your respective clients and from the other Counsel to obtain whatever documentation you require – including copies of all of the documentation that you are now requesting from Cornerstone such as Cornerstone's engagement letter and indemnity agreement dated April 8, 2010, as amended, covering all affiliates and all related parties.

As you know, there are 53 Bankers Boxes of documents and recorded notes from April 8, 2010 to the present date relating to Matrix, Growthworks, Seamark, Marquest, R.C. Morris et al and each of their respective affiliates and each of their controlling persons, their professional advisors, their associated persons and their related entities and related parties.

Furthermore, as you know, all parties and their advisors have received monthly written updates and interim accounts on a continuous and uninterrupted basis of all monies owing to Cornerstone Securities Canada Inc. by Matrix, Growthworks, Seamark, Marquest, R.C. Morris and their related entities delivered by Cornerstone to them by email, by registered mail, and by hand delivery etc.

As of February 15, 2015, the amount owing to Cornerstone Securities Canada Inc. is \$612,953.75 plus all finance charges (at 1.5% per month) interest and costs. This amount continues to grow at \$8,475.00 per month. For Mr. McElcheran to attempt to characterize Cornerstone's Claim for its outstanding and validated Claim of \$612,953.75 as an 'alleged' claim is not only inaccurate but it is improper. Cornerstone's Claim has been

expressly admitted in writing by the parties on their behalf and on behalf of all of their affiliates in numerous executed documents including as recently as January, 2015.

The Court made clear yesterday that it does not intend to allow the parties to conduct a "trial of the issues" (with extensive cross-examination on affidavits, multiple motions and cross-motions etc. that Mr. McElcheran was suggesting) with further extensive delays and unnecessary legal fees and additional expenses to all parties.

Mr. Justice Spence pointed out yesterday to both Mr. McElcheran and to Mr. Kauffman that there are two issues to be addressed in this order: **(1)** in the absence of notice to Cornerstone Securities Canada Inc. which is admitted, is Cornerstone Securities Canada Inc. entitled to file its Proof of Claim Form *nunc pro tunc*?; and, **(2)** if and when the Court orders that Cornerstone Securities Canada Inc. is entitled to file its Proof of Claim Form *nunc pro tunc*, the Court will decide as to the next steps as per the written instructions of Mr. Justice Spence reflected in his two endorsements of February 17, 2015, including instructions on how the Monitor is to handle Cornerstone's Claim if at all.

So that there is absolutely no possibility of any misunderstanding, I hereby repeat that if Counsel fails to provide me in writing with the suggested dates as ordered by Mr. Justice Spence, I will bring an *ex parte* application immediately before Mr. Justice Spence who is now seized of this matter.

Should you fail to abide by the two endorsements of Mr. Justice Spence, you will be responsible for all costs. Your only two options are: **(1)** to provide suitable dates to me in writing by this Friday at Noon; or, **(2)** to advise me that your client has instructed you not to appear as Mr. Tony Reyes of Norton Rose Fulbright has already done.

I trust that all senior counsel will fully comply with the two endorsements made yesterday by Mr. Justice Spence.

By a copy of this email to the Commercial List Office, I am requesting that Cornerstone Securities Canada Inc. be added immediately to the updated Service List for File No. CV-13-10279-00CL. If there are any issues, please check directly with Mr. Justice Spence. Thank you.

(By Email and By Fax to 416-327-6228).

Gerry Fields, LL.B., J.D.
President and General Counsel
CORNERSTONE GROUP™
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

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This email (including any attachments) may contain information that is confidential, privileged and exempt from disclosure. It is intended only for the person(s) named above. Any other use or disclosure is prohibited. If you have received this message in error, please delete it and notify us immediately by telephone or by return email. Thank you.

From: Kevin McElcheran [mailto:kevin@mcelcheranadr.com]
Sent: February-18-15 9:42 AM

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

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

Marc Wasserman (LSUC#44066M)
Tel: (416) 862-4908
Email: mwasserman@osler.com

Caitlin Fell (LSUC #60091H)
Tel: (416) 862-6690
Email: cfell@osler.com

Solicitors for the Monitor
F. 1145565

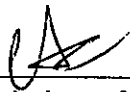
Tab D

THIS IS **EXHIBIT "D"** REFERRED TO IN THE

AFFIDAVIT OF C. IAN ROSS

SWORN BEFORE ME

ON THIS 27.....DAY OF MARCH, 2017



A Commissioner for Taking Affidavits

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.

Nov 27/14 Court File No.: CV-13-10279-00CL

Nov 27/14,

K. McElchren

A Kaufman

This motion is now scheduled to be heard on February 17/15 (1 day).
Wilson - h.v.

Feb 17/15

Order to go in the form filed
Mr Kaufman
Mr McElchren
Mr Field

Mr Field for Cornerstone may obtain a date from the court at 9:30 on a day convenient to the parties to seek instructions re the court's request to make a late filing.

Spring

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings commenced at
Toronto

RESPONDING AND CROSS MOTION RECORD
OF GROWTHWORKS WV MANAGEMENT LTD. AND
GROWTHWORKS CAPITAL LTD.

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSUC 18829N)
Tel: 416-868-3538
Fax: 416-364-7813
Email: akauffman@fasken.com

Counsel for GrowthWorks WV Management Ltd., and
GrowthWorks Capital Ltd.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

RESPONDING MOTION RECORD
(RETURNABLE FEBRUARY 17, 2015)

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Sharon A. Kour LSUC#: 58328D
Tel: (416) 601-8305
Fax: (416) 868-0673
Email: skour@mccarthy.ca

Kevin P. McElcheran Professional
Corporation
420-120 Adelaide St W
Toronto ON M5H 1T1

Kevin McElcheran LSUC#: 22119H
Tel: (416) 855-0444
Email: kevin@mcelcheranadr.com

Lawyers for the Applicant
14108661

Feb 17/15
See reports re cuts-motion
reced of Growthworks for
endorsement of today
Spencer

MB

COURT FILE NO. CV-13-10279-00CL

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 PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH
RESPECT TO GROWTHWORKS CANADIAN FUND LTD.

APPLICATION UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36,
AS AMENDED

NOTICE OF APPEARANCE

Cornerstone Securities Canada Inc. intends to respond to this Application.

Dated February 17, 2015

Gerald S. Fields
Barrister and Solicitor
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

(LSUC # 14214J)

Tel.: (416) 862-8000
Fax: (416) 862-8001
Email: gfields@cornerstonegroup.com

Counsel for Cornerstone Securities Canada Inc.

To:

Each of the parties set out on the attached Service List as of February 6, 2015 which is attached to this Notice of Appearance and forms part hereof.

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

**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 PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
GROWTHWORKS CANADIAN FUND LTD.
(the "APPLICANT")

**APPLICATION UNDER THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED**

**SERVICE LIST
(as of February 6, 2013)**

<p>McCARTHY TÉTRAULT LLP Barristers and Solicitors Suite 5300, Box 48 Toronto Dominion Bank Tower Toronto, ON M5K 1E6</p> <p>Kevin McElcheran Email: kmcelcheran@mccarthy.ca Tel: (416) 601-7539 Fax: (416) 868-0673</p> <p>Jonathan Grant Email: jgrant@mccarthy.ca Tel: 416-601-7604 Fax: (416) 868-0673</p> <p>Heather L. Meredith Email: hmeredith@mccarthy.ca Tel: (416) 601-8342 Fax: (416) 868-0673</p> <p>Kelly Peters Email: kpeters@mccarthy.ca Tel: (416) 601-8281 Fax: (416) 868-0673</p>	<p>Counsel for Applicant</p>
--	-------------------------------------

<p>OSLER, HOSKIN & HARCOURT LLP Barristers and Solicitors P.O. Box 50, 100 King Street West 1 First Canadian Place Toronto, ON M5X 1B8</p> <p>Marc Wasserman Email: mwasserman@osler.com Tel: (416) 862-4908 Fax: (416) 862-6666</p> <p>Caitlin Fell Email: cfell@osler.com Tel: 416.862.6690 Fax: (416) 862-6666</p>	<p>Counsel for Monitor</p>
<p>FTI Consulting Canada Inc. TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto, Ontario Canada M5K 1G8</p> <p>Paul Bishop Email: paul.bishop@fticonsulting.com Tel: 416 649 8100 Fax: 416 649 8101</p> <p>Jodi Porepa Email: jodi.porepa@fticonsulting.com Tel: 416.649.8070 Fax: 416.649.8101</p>	<p>Monitor</p>

<p>NORTON ROSE FULBRIGHT CANADA LLP Suite 3800 Royal Bank Plaza, South Tower 200 Bay Street P.O. Box 84 Toronto, Ontario M5J 2Z4</p> <p>Tony Reyes Email: tony.reyes@nortonrosefulbright.com Tel: 416.216.4825 Fax: 416.216.3930</p> <p>Alexander Schmitt Email: Alexander.Schmitt@nortonrosefulbright.com Tel: 416.216.2419 Fax: 416.216.3930</p>	<p>Counsel for Roseway Capital S.a.r.l</p>
<p>FASKEN MARTINEAU DuMOULIN LLP 333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6</p> <p>Aubrey E. Kauffman Email: akauffman@fasken.com Tel.: (416) 868 3538 Fax: (416) 364-7813</p> <p>Brad Moore Email: bmoore@fasken.com Tel.: (416) 865-4550 Fax: (416) 364-7813</p>	<p>Lawyers for Matrix Asset Management Inc., GrowthWorks Capital Ltd. and GrowthWorks WV Management Ltd.</p>
<p>DELOITTE RESTRUCTURING INC. 2300 – 360 Main Street Winnipeg, MB R3C 3Z3</p> <p>John R. Fritz Email: jofritz@deloitte.ca Tel: (204)942-0051 Fax: (204)947-2689</p>	<p>Deloitte Restructuring Inc. in its capacity as Monitor of The Puratone Corporation, Niverville Swine Breeders Ltd., and Pembina Valley Pigs Ltd.</p>

<p>LENCZNER SLAGHT 130 Adelaide St W Suite 2600 Toronto, ON M5H 3P5</p> <p>Ronald G. Slaght Email: rslaght@litigate.com Tel: 416-865-2929</p> <p>Eli Lederman Email: elederman@litigate.com Tel: 416-865-3555</p> <p>Ian MacLeod Email: imacleod@litigate.com Tel: 416-865-2895</p> <p>Fax: 416-865-9010</p>	<p>Counsel for Allen-Vanguard Corporation (Court File No. 08-CV-43544)</p>
<p>CAVANAGH LLP 1111 Prince of Wales Drive, Suite 401 Ottawa ON K2C 3T2</p> <p>Fax: 613-569-8668</p> <p>Thomas G. Conway Email: tconway@cavanagh.ca Tel: 613-780-2011</p> <p>Christopher J. Hutchison Email: chutchison@cavanagh.ca Tel: 613-780-2013</p> <p>Calina N. Ritchie Email: critchie@cavanagh.ca Tel: 613-780-2014</p> <p>BENNETT JONES LLP 3400 One First Canadian Place, P.O. Box 130 Toronto, ON M5X 1A4</p> <p>Jeffrey S. Leon Email: leonj@bennettjones.com</p> <p>Derek J. Bell Email: belld@bennettjones.com</p> <p>Tel.: (416) 863-1200</p>	<p>Counsel for RICHARD L'ABBÉ, 1062455 ONTARIO INC., AND SCHRODER VENTURE MANAGERS (CANADA) LIMITED, et al, the Defendants including Growthworks in the Allen-Vanguard action (File Court No. 08-CV-43544)</p>

- 5 -

Fax: (416) 863-1716	
ONTARIO SECURITIES COMMISSION Mostafa Asadi Legal Counsel, Investment Funds Branch Ontario Securities Commission 20 Queen Street West, 19th Floor Toronto, Ontario M5H 3S8 Email: masadi@osc.gov.on.ca Tel: (416) 593-8171	Counsel for Ontario Securities Commission

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 PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
GROWTHWORKS CANADIAN FUND LTD.
Court File No. CV-13-10279-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings Commenced at Toronto

NOTICE OF APPEARANCE

Gerald S. Fields
Barrister and Solicitor
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

(LSUC # 14214J)

Tel.: (416) 862-8000
Fax: (416) 862-8001
Email: gfields@cornerstonegroup.com

Counsel for Cornerstone Securities Canada Inc.

COURT FILE NO. CV-13-10279-00CL

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 PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH
RESPECT TO GROWTHWORKS CANADIAN FUND LTD.

APPLICATION UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36,
AS AMENDED

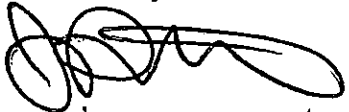
AFFIDAVIT OF SERVICE


I, Gerald S. Fields, of the City of Toronto, in the Province of Ontario,

MAKE OATH AND SAY:

1. On February 17, 2015 I served the Notice of Appearance of Cornerstone Securities Canada Inc. dated February 17, 2015 on the parties set out in the Service List dated February 6, 2015 by fax transmission at their fax number set out on the said Service List.

SWORN before me at the
City of Toronto in the
Province of Ontario
on the 17th day of February, 2015


Giuseppe Dipietro


Gerald S. Fields

**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 PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
GROWTHWORKS CANADIAN FUND LTD.
Court File No. CV-13-10279-00CL**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings Commenced at Toronto**

AFFIDAVIT OF SERVICE

Gerald S. Fields
Barrister and Solicitor
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
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M5X 1E3

(LSUC # 14214J)

Tel.: (416) 862-8000
Fax: (416) 862-8001
Email: gfields@cornerstonegroup.com

Counsel for Cornerstone Securities Canada Inc.

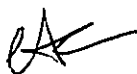
Tab E

THIS IS **EXHIBIT "E"** REFERRED TO IN THE

AFFIDAVIT OF C. IAN ROSS

SWORN BEFORE ME

ON THIS.....²¹.....DAY OF MARCH, 2017

A handwritten signature in black ink, appearing to be the initials 'CR' followed by a flourish.

A Commissioner for Taking Affidavits

From: Hall, Geoff R.
Sent: Monday, March 27, 2017 1:01 PM
To: 'Gerry Fields'
Cc: Lynne Silver; Mel Solmon; Brett Harrison; Caitlin Fell; Grant, Jonathan R.; Lewis, Atrisha S; Thakker, Sapna
Subject: RE: GrowthWorks et al - Endorsement of Justice Hainey made Friday, March 17, 2017 - Hearing to Take Place in Chambers on Friday, March 31, 2017 at 10 AM

Thank you for your email. I apologize that I have not had an opportunity to respond earlier. I was busy all day on Friday, March 24, 2017 with the argument of an injunction and a multi-party, four-hour long meeting that immediately followed, and I was tied up over the weekend and this morning with family matters.

To set the record straight with respect to the call that took place on Thursday, March 23, 2017, I was repeatedly interrupted by both you and Ms. Fell on a number of occasions. I did not count but I think it was at least four times and maybe as many as five or six. It was rude and unproductive. I asked not to be interrupted, but the interruptions continued. Exasperated with the uncivil treatment I was being afforded, I paused. I then told everyone on the call that if I was interrupted again I would hang up. I paused again. Hearing no objection, I thought everyone understood. I then proceeded to make a point. Almost immediately you interrupted me yet again. I therefore did as I had warned I would do, and hung up. If you had heeded my reasonable warning, or if you and Ms. Fell had not repeatedly interrupted me in the first place, things would have unfolded differently. (And to be clear, I did not "bang" the phone down as you allege – I used the "end call" button on my phone.)

Cornerstone has no standing on the trial as between the Fund and the Former Manager. Cornerstone is not a creditor because the claims bar date has long passed and no proof of claim has been filed (nor has any motion been brought for an extension of time to do so). Even if Cornerstone were a creditor, it would not have standing in the claims process that will determine the Former Manager's CCAA claim and the Fund's counterclaim in response to that claim. As a member of the public you are obviously entitled to attend the trial as an observer if you wish to do so, and you have the right to access anything in the public court file – just like any member of the general public may do. But you and Cornerstone have no further rights.

It is clear that you do not agree with these propositions, and it appears that you want further rights than are possessed by a member of the general public: for example, I understand that before Justice Hainey on March 17, 2017 you asserted that you wish to sit at the counsel table during the trial, although admittedly you seemed to take a different position on the March 23, 2017 call. It is therefore apparent that we need the direction of the court on March 31, 2017 to ascertain what rights, if any, Cornerstone has.

As for what the Monitor will do with its website, the Monitor is independent and Ms. Fell has made it clear that the Monitor is going to do what it decides to do. I therefore leave it to the Monitor to proceed as it sees fit.



Geoff R. Hall
Partner | Associé
Litigation | Litige
T: 416-601-7856
C: 416-315-6423
F: 416-868-0673
E: ghall@mccarthy.ca

McCarthy Tétrault LLP
Suite 5300
TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6



From: Gerry Fields [mailto:gfields@cornerstonegroup.com]
Sent: Thursday, March 23, 2017 4:05 PM
To: Hall, Geoff R.
Cc: Brett Harrison; Lewis, Atrisha S; Thakker, Sapna; Mel Solmon; Caitlin Fell; Gerry Fields; Lynne Silver
Subject: GrowthWorks et al - Endorsement of Justice Hainey made Friday, March 17, 2017 - Hearing to Take Place in Chambers on Friday, March 31, 2017 at 10 AM
Importance: High

Dear Mr. Hall,

1. It is most unfortunate that you are 100% at odds with the position taken by Caitlin Fell, Counsel for the Monitor, FTI Consulting Canada Inc., as expressly declared by you on our conference call this morning held for the sole purpose of determining all Service issues.
2. It is also unfortunate that you banged down the telephone on Caitlin Fell, myself and Mel Solmon after agreeing to participate in the four-way conference call this morning at 11:00 AM. You were brow beating Caitlin Fell who made it absolutely clear by her comments on our joint call that she did not agree with you and that the Monitor is and always will be "completely independent from the Fund".
3. Banging down the phone on all Counsel and then calling Caitlin Fell immediately after you banged down the telephone to have an independent discussion with her is unacceptable behavior from Senior Counsel. **This is contrary to the civility standards imposed by the Law Society of Upper Canada and will not be tolerated by the Court nor by the Law Society.**
4. Cornerstone has been on the Service Lists since February 18, 2015 without any objection pursuant to the **Endorsement of Justice Spence** made on February 17, 2015 MADE ON THE EXPRESS CONSENT OF ALL PARTIES and the filing of an **Appearance** by Cornerstone on February 18, 2017 FILED ON THE EXPRESS CONSENT OF ALL PARTIES. **Over two years have passed without any objection by any party.**
5. Caitlin Fell confirmed this morning in a subsequent call that I had with her after receiving her email to call her that, on behalf of the Monitor, she would **post all past and future materials filed in the CCAA Action on the Monitor's Website including all past and future materials relating to the upcoming Trial** between the Fund and the Former Manager controlled by Mr. David Ron Levi and provide all parties including Cornerstone appearing on the multiple Service Lists that McCarthy Téroult LLP produced (sic) with all Notices of Hearings, etc. so that all parties on the Service List can elect to attend the Trial if they so choose and review all past and future materials relating to the CCAA Action and the Trial that **will now be posted to the Monitor's Website in real-time as and when filed with the Court.**
6. **Caitlin Fell agreed on my subsequent call with her that she will deliver a letter to all Counsel to this effect.**
7. You made it clear on our joint call this morning before you banged down the phone on all Counsel that this was not acceptable to you for reasons that are beyond comprehension and inconsistent with: (i) the *Commercial Court Rules*; (ii), the *Commercial List E-Service Guide effective July 1, 2014*; and, (iii) the *Rules of Practice*.
8. **You are attempting to add unnecessary costs, expenses and complexity to these proceedings. The purpose of the conference call that I organized with all Counsel was to avoid the Hearing on**

March 31, 2017 and now you are disagreeing with the position taken this morning by the independent Court-appointed Monitor trying to overrule the Monitor despite her express position taken on the call. This is contrary to the intent and spirit of the *Commercial Court Rules*.

9. I advised all Counsel on the call that I was content to accept the position of the independent Monitor and adjourn the March 31st Hearing *sine die* but you refused, preferring instead to bang down the telephone on all Counsel.
10. It is entirely inconsistent that you are not providing all parties on the updated Service List with the required documents when you yourself prepared the Service Lists and previously served all documents on Cornerstone including the materials for the December 12, 2016 Hearing before Justice Newbould that all Counsel attended in Chambers.
11. At the Hearing before Justice Newbould on December 12, 2016, Mr. Solmon formally submitted to the Court that the Monitor and Counsel for the Monitor should not be present at the Trial. Of course, Mr. Justice Newbould would hear none of it. Mr. Justice Newbould reviewed at the December 12, 2016 Hearing the Endorsement of Justice Spence dated February 17, 2015 in favour of Cornerstone that Cornerstone submitted to Justice Newbould for review and Justice Newbould stated (you were there) that Cornerstone's position would not be affected.
12. Unless I hear from you to the contrary by 5:00 PM ET on Monday, March 27, 2017, the Hearing before Justice Hainey in Chambers will proceed as planned on **Friday March 31, 2017 at 10:00 AM.**

Gerry Fields, LL.B., J.D.
 President and General Counsel
 CORNERSTONE GROUP™
 The Exchange Tower
 130 King Street West
 Suite 1800, P.O. Box 427
 Toronto, Ontario
 M5X 1E3

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 Toll-Free: 1-888-COUNSEL (1-888-268-6735)

This email (including any attachments) may contain information that is confidential, privileged and exempt from disclosure. It is intended only for the person(s) named above. Any other use or disclosure is prohibited. If you have received this message in error, please delete it and notify us immediately by telephone or by return email. Thank you.

From: Hall, Geoff R. [<mailto:GHALL@MCCARTHY.CA>]
Sent: Thursday, March 23, 2017 1:38 PM
To: Gerry Fields <gfields@cornerstonegroup.com>
Cc: Brett Harrison <Brett.Harrison@mcmillan.ca>; Lewis, Atrisha S <alewis@mccarthy.ca>; Thakker, Sapna <STHAKKER@mccarthy.ca>; Lynne Silver <lsilver@cornerstonegroup.com>; Mel Solmon <msolmon@srglegal.com>; Caitlin Fell <Caitlin.Fell@mcmillan.ca>
Subject: RE: GrowthWorks et al - Endorsement of Justice Hainey made Friday, March 17, 2017

Further to our call this morning, please do not take any steps to cancel the March 31, 2017 appearance before Justice Hainey. It is clear that there are issues that need to be sorted out that will require the hearing to sort them out. Thank you.



Geoff R. Hall
Partner | Associ e
Litigation | Litige
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C: 416-315-6423
F: 416-868-0673
E: ghall@mccarthy.ca

McCarthy T rault LLP
Suite 5300
TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6



From: Gerry Fields [<mailto:gfields@cornerstonegroup.com>]
Sent: Monday, March 20, 2017 9:06 AM
To: Hall, Geoff R.; Mel Solmon; Caitlin Fell
Cc: Brett Harrison; Lewis, Atrisha S; Thakker, Sapna; Gerry Fields; Lynne Silver
Subject: RE: GrowthWorks et al - Endorsement of Justice Hainey made Friday, March 17, 2017

Geoff, Mel and Caitlin,

The conference call is now confirmed for this Thursday at 11 AM.

I will have my office originate the call to Geoff, Mel and Caitlin just prior to 11 AM on Thursday.

Thank you for your prompt responses.

Gerry

----- Original message -----

From: Mel Solmon <msolmon@srglegal.com>

Date: 3/20/17 8:07 AM (GMT-05:00)

To: Caitlin Fell <Caitlin.Fell@mcmillan.ca>, Gerry Fields <gfields@cornerstonegroup.com>

Cc: "Hall, Geoff R." <GHALL@MCCARTHY.CA>, Brett Harrison <Brett.Harrison@mcmillan.ca>, "Lewis, Atrisha S" <alewis@mccarthy.ca>, "Thakker, Sapna" <STHAKKER@mccarthy.ca>, Lynne Silver <lsilver@cornerstonegroup.com>, Mel Solmon <msolmon@srglegal.com>

Subject: RE: GrowthWorks et al - Endorsement of Justice Hainey made Friday, March 17, 2017

Fine with me – is it 11am?

e-mel

Melvyn L. Solmon

Solmon Rothbart Goodman LLP
 375 University Avenue, Ste. 701
 Toronto, Ontario M5G 2J5
 Tel: (416) 947-1093
 Fax: (416) 947-0079

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From: Caitlin Fell [mailto:Caitlin.Fell@mcmillan.ca]
Sent: Monday, March 20, 2017 7:07 AM
To: Gerry Fields
Cc: Hall, Geoff R.; Mel Solmon; Brett Harrison; Lewis, Atrisha S; Thakker, Sapna; Lynne Silver
Subject: Re: GrowthWorks et al - Endorsement of Justice Hainey made Friday, March 17, 2017

That time works for me.

Caitlin Fell
 McMillan LLP
 416-865-7841

On Mar 20, 2017, at 6:12 AM, Gerry Fields <gfields@cornerstonegroup.com> wrote:

Thanks Geoff.
 Gerry

----- Original message -----

From: "Hall, Geoff R." <GHALL@MCCARTHY.CA>
 Date: 3/20/17 6:10 AM (GMT-05:00)
 To: Gerry Fields <gfields@cornerstonegroup.com>
 Cc: Gerry Fields <gfields@cornerstonegroup.com>, Lynne Silver <lsilver@cornerstonegroup.com>, Mel Solmon <msolmon@srglegal.com>, Brett Harrison <Brett.Harrison@mcmillan.ca>, Caitlin Fell <Caitlin.Fell@mcmillan.ca>, "Lewis, Atrisha S" <alewis@mccarthy.ca>, "Thakker, Sapna" <STHAKKER@mccarthy.ca>
 Subject: Re: GrowthWorks et al - Endorsement of Justice Hainey made Friday, March 17, 2017

I am not available on Wednesday afternoon but could do a call on Thursday any time after 11 am.

Geoff R. Hall

Sent from my BlackBerry 10 smartphone on the Bell network.
 From: Gerry Fields
 Sent: Sunday, March 19, 2017 9:42 PM
 To: Hall, Geoff R.; msolmon@srglegal.com; caitlin.fell@mcmillan.ca
 Cc: Gerry Fields; Lynne Silver

Subject: GrowthWorks et al - Endorsement of Justice Hainey made Friday, March 17, 2017

Hi Geoff, Mel and Caitlin,

Attached is an additional copy of the Endorsement made by Justice Hainey on Friday, March 17, 2017.

This matter is now scheduled for Hearing in Chambers on Friday, March 31, 2017 at 10 AM with all Counsel to be in attendance. The Court has arranged for a thirty-minute appointment to determine the service issues. The March 31st date has been cleared by all parties.

Mr. Justice Hainey advised me in Chambers on Friday that the ten-day trial that was confirmed by the Commercial Court Office on March 16, 2017 to proceed on Monday, March 27, 2017 is now postponed for several months due to the lack of available Commercial List judges. I was further told by Mr. Justice Hainey that the trial will likely be re-scheduled for this summer.

Now that there is no immediate urgency with the pending trial, and now that Geoff will be back from Florida as of this Tuesday, I would like to schedule a brief four-way conference call with the three of you for this Wednesday afternoon after 3 PM or for any time this Thursday to attempt to resolve the outstanding service issues. The conference call will save significant time and further expense.

Please suggest two or three alternative times for the requested call and I will confirm the time of the call with all parties. Thank you.

Best,

Gerry

Gerry Fields, LL.B., J.D.
 President and General Counsel
 CORNERSTONE GROUP™
 The Exchange Tower
 130 King Street West
 Suite 1800, P.O. Box 427
 Toronto, Ontario
 M5X 1E3

Email: gfields@cornerstonegroup.com<<mailto:gfields@cornerstonegroup.com>>
 Tel.: (416) 862-8000
 Fax: (416) 862-8001
 Mobile: (416) 567-7000 / (917) 965-5490
 Toll-Free: 1-888-COUNSEL (1-888-268-6735)

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Tab F

THIS IS EXHIBIT "F" REFERRED TO IN THE

AFFIDAVIT OF C. IAN ROSS

SWORN BEFORE ME

ON THIS.....²⁷.....DAY OF MARCH, 2017



A Commissioner for Taking Affidavits

From: Gerry Fields [<mailto:gfields@cornerstonegroup.com>]
Sent: Tuesday, June 14, 2016 9:30 AM
To: Mel Solmon; Caitlin Fell; Kour, Sharon; mwasserman@osler.com; Paul Bishop; 'Aubrey E. Kauffman'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'masadi@osc.gov.on.ca'; 'ccaa_lacc@ic.gc.ca'; 'sghorn@stikeman.com'; Grant, Jonathan R.; Meredith, Heather L.; 'kevin@mcelcheranadr.com'; Gerry Fields
Cc: Michelle Yung; Gerry Fields; Lynne Silver
Subject: RE: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL) - Our File No. 8114
Importance: High

On behalf of Cornerstone, I agree with Mel Solmon. Under the circumstances, one day's notice for the Report is not adequate.

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
CORNERSTONE GROUP TM

The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

Email: gfields@cornerstonegroup.com
Tel.: (416) 862-8000
Fax: (416) 862-8001
Mobile: (416) 567-7000 / (917) 965-5490

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From: Mel Solmon [<mailto:msolmon@srglegal.com>]
Sent: Tuesday, June 14, 2016 9:16 AM
To: Caitlin Fell <Caitlin.Fell@mcmillan.ca>; Kour, Sharon <skour@mccarthy.ca>; mwasserman@osler.com; Paul Bishop <paul.bishop@fticonsulting.com>; 'Aubrey E. Kauffman' <akauffman@fasken.com>; 'bmoore@fasken.com' <bmoore@fasken.com>; 'jofritz@deloitte.ca' <jofritz@deloitte.ca>; 'masadi@osc.gov.on.ca' <masadi@osc.gov.on.ca>; Gerry Fields <gfields@cornerstonegroup.com>; 'ccaa_lacc@ic.gc.ca' <ccaa_lacc@ic.gc.ca>; 'sghorn@stikeman.com' <sghorn@stikeman.com>; Grant, Jonathan R. <JGRANT@MCCARTHY.CA>; Meredith, Heather L. <HMEREDITH@MCCARTHY.CA>; 'kevin@mcelcheranadr.com' <kevin@mcelcheranadr.com>
Cc: Michelle Yung <Michelle.Yung@mcmillan.ca>; Mel Solmon <msolmon@srglegal.com>
Subject: RE: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL)

Caitlin

One day's notice for the report (really not one day as the motion is tomorrow) seems unreasonable especially since my client's day does not start until around 12 noon Toronto time.

Can we agree to adjourn and have a short extension without prejudice to enable all info to be properly and fairly before the court ?

e-mel

Melvyn L. Solmon
Solmon Rothbart Goodman LLP
375 University Avenue, Ste. 701
Toronto, Ontario M5G 2J5
Tel: (416) 947-1093
Fax: (416) 947-0079

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From: Caitlin Fell [<mailto:Caitlin.Fell@mcmillan.ca>]
Sent: Tuesday, June 14, 2016 8:08 AM
To: Kour, Sharon; mwasserman@osler.com; Paul Bishop; 'Aubrey E. Kauffman'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'masadi@osc.gov.on.ca'; 'gfields@cornerstonegroup.com'; 'ccaa_lacc@ic.gc.ca'; 'sghorn@stikeman.com'; Mel Solmon; Grant, Jonathan R.; Meredith, Heather L.; 'kevin@mcelcheranadr.com'
Cc: Michelle Yung
Subject: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL)

To the Service List:

Please find attached the Sixteenth Report of FTI Consulting Canada Inc., as monitor of GrowthWorks Canadian Fund Ltd. in respect of a motion to extend the stay period, hereby served upon you in accordance with the *Rules of Civil Procedure*.

mcmillan

Caitlin Fell

Associate
 d 416.865.7841 | f 416.865.7048
Caitlin.Fell@mcmillan.ca

Assistant: Michelle Yung | 416.865.7142 | michelle.yung@mcmillan.ca

McMillan LLP

Lawyers | Patent & Trademark Agents
 Brookfield Place, 181 Bay Street, Suite 4400
 Toronto, Ontario M5J 2T3
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From: Kour, Sharon [<mailto:skour@mccarthy.ca>]
Sent: Thursday, June 09, 2016 4:55 PM
To: mwasserman@osler.com; Caitlin Fell; Paul Bishop; 'Aubrey E. Kauffman'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'masadi@osc.gov.on.ca'; 'gfields@cornerstonegroup.com'; 'ccaa_lacc@ic.gc.ca'; 'sghorn@stikeman.com'; 'Mel Solmon'
Cc: Grant, Jonathan R.; Meredith, Heather L.; 'kevin@mcelcheranadr.com'
Subject: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL)

To the Service List:

Please find attached the Motion Record of GrowthWorks Canadian Fund Ltd. in respect of a motion to extend the stay period returnable June 15, 2016 at 8:30 am, hereby served upon you in accordance with the *Rules*.

Regards,
 Sharon



Sharon Kour
 Associate | Sociétaire
 Bankruptcy and Restructuring | Faillite et restructuration

T: 416-601-8305
C: 647-924-7805
F: 416-868-0673
E: skour@mccarthy.ca

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From: Gerry Fields [<mailto:gfields@cornerstonegroup.com>]

Sent: Tuesday, June 14, 2016 12:23 PM

To: Mel Solmon; Meredith, Heather L.; Caitlin Fell; Kour, Sharon; mwasserman@osler.com; Paul Bishop; 'Aubrey E. Kauffman'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'masadi@osc.gov.on.ca'; 'ccaa_lacc@ic.gc.ca'; 'sghorn@stikeman.com'; Grant, Jonathan R.; 'kevin@mcelcheranadr.com'; 'akinasto@toronto.ca' ('akinasto@toronto.ca'); Gerry Fields

Cc: Michelle Yung; Hall, Geoff R.; Gerry Fields; Lynne Silver

Subject: RE: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL) - Our File No. 8114

Importance: High

Once again, on behalf of Cornerstone, I agree with Mr. Solmon.

As of May 15, 2016, Cornerstone is owed the sum of \$740,078.75 plus all finance charges, interest and costs.

It is unreasonable by any standards for Counsel to insist on the filing of Respondent materials by any of the Respondents prior to the Respondents receiving (and having an adequate opportunity to review and respond) to the Sixteenth Report of FTI Consulting Canada Inc., in its capacity as Monitor of Growthworks Canadian Fund Ltd. (the Sixteenth Report was only delivered today).

This is not a matter of urgency. By insisting in writing on two occasions today that the Motion proceed tomorrow on less than one day's notice of the Monitor's Sixteenth Report (which is an absolute prerequisite to perfecting the filing of the Motion and Motion Materials to which the Respondents can respond) Counsel is now causing the parties to incur unnecessary costs and expenses that can all be avoided under the Commercial Court Rules and protocols – a behavior which in our view constitutes sharp practice.

Gerry Fields, LL.B., J.D.
 President and Chief Executive Officer
 CORNERSTONE GROUP™
 The Exchange Tower
 130 King Street West
 Suite 1800, P.O. Box 427
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 M5X 1E3

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From: Mel Solmon [<mailto:msolmon@srglegal.com>]

Sent: Tuesday, June 14, 2016 11:15 AM

To: Meredith, Heather L. <HMEREDITH@MCCARTHY.CA>; Caitlin Fell <Caitlin.Fell@mcmillan.ca>; Kour, Sharon <skour@mccarthy.ca>; mwasserman@osler.com; Paul Bishop <paul.bishop@fticonsulting.com>; 'Aubrey E. Kauffman' <akauffman@fasken.com>; 'bmoore@fasken.com' <bmoore@fasken.com>; 'jofritz@deloitte.ca' <jofritz@deloitte.ca>; 'masadi@osc.gov.on.ca' <masadi@osc.gov.on.ca>; Gerry Fields <gfields@cornerstonegroup.com>; 'ccaa_lacc@ic.gc.ca' <ccaa_lacc@ic.gc.ca>; 'sghorn@stikeman.com' <sghorn@stikeman.com>; Grant, Jonathan R. <JGRANT@MCCARTHY.CA>; 'kevin@mcelcheranadr.com' <kevin@mcelcheranadr.com>

Cc: Michelle Yung <Michelle.Yung@mcmillan.ca>; Hall, Geoff R. <GHALL@MCCARTHY.CA>; Mel Solmon <msolmon@srglegal.com>

Subject: RE: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL)

This appears to be contrary to the three C's of commercial court and is more unreasonable when you know I was away in Moncton last week and only reviewed the material on Sunday.

The report of the monitor delivered today suggests your position is more than unreasonable .

Why is my suggestion not reasonable ?

What prejudice to anyone ?

I advised of my position Monday morning before court at 830am.

This is no surprise .

I do want to cross-examine Mr. Ross as well – but I am preparing affidavit material first .

And there is no time to cross-examine as the report is necessary to prepare and deal with the statements in his affidavit .

. And there is no time to review and get instructions from the client .

e-mel

Melvyn L. Solmon

Solmon Rothbart Goodman LLP
375 University Avenue, Ste. 701
Toronto, Ontario M5G 2J5
Tel: (416) 947-1093
Fax: (416) 947-0079

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From: Meredith, Heather L. [<mailto:HMEREDITH@MCCARTHY.CA>]

Sent: Tuesday, June 14, 2016 10:31 AM

To: Mel Solmon; Caitlin Fell; Kour, Sharon; mwasserman@osler.com; Paul Bishop; 'Aubrey E. Kauffman'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'masadi@osc.gov.on.ca'; 'gfields@cornerstonegroup.com'; 'ccaa_lacc@ic.gc.ca'; 'sghorn@stikeman.com'; Grant, Jonathan R.; 'kevin@mcelcheranadr.com'

Cc: Michelle Yung; Hall, Geoff R.

Subject: RE: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL)

Mel,

The company served its materials on June 9th and no responding materials have been served in opposition. The company intends to proceed with the motion tomorrow.

Sincerely,



Heather Meredith

Partner | Associée
Bankruptcy and Restructuring | Faillite et restructuration
T: 416-601-8342
C: 416-725-4453
F: 416-868-0673
E: hmeredith@mccarthy.ca

McCarthy Tétrault LLP

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Toronto ON M5K 1E6

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Cc: Michelle Yung; Mel Solmon

Subject: RE: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL)

Caitlin

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Can we agree to adjourn and have a short extension without prejudice to enable all info to be properly and fairly before the court ?

e-mel

Melvyn L. Solmon

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Cc: Michelle Yung

Subject: In the matter of GrowthWorks Canadian Fund Ltd. (CV-13-10279-00CL)

To the Service List:

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mcmillan

Caitlin Fell

Associate
 d 416.865.7841 | f 416.865.7048
Caitlin.Fell@mcmillan.ca

Assistant: Michelle Yung | 416.865.7142 | michelle.yung@mcmillan.ca

McMillan LLP

Lawyers | Patent & Trademark Agents
 Brookfield Place, 181 Bay Street, Suite 4400
 Toronto, Ontario M5J 2T3
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To: mwasserman@osler.com; Caitlin Fell; Paul Bishop; 'Aubrey E. Kauffman'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'masadi@osc.gov.on.ca'; 'gfields@cornerstonegroup.com'; 'ccaa_lacc@ic.gc.ca'; 'sghorn@stikeman.com'; 'Mel Solmon'

Cc: Grant, Jonathan R.; Meredith, Heather L.; 'kevin@mcelcheranadr.com'
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Regards,
 Sharon



Sharon Kour
 Associate | Sociétaire
 Bankruptcy and Restructuring | Faillite et restructuration
 T: 416-601-8305
 C: 647-924-7805
 F: 416-868-0673
 E: skour@mccarthy.ca

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 Toronto ON M5K 1E6

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From: Gerry Fields <gfields@cornerstonegroup.com>
Sent: Monday, August 15, 2016 9:18 PM
To: 'david.levi@matrix.ca'; Joanne Kennedy; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvettese@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaa_lacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; Kour, Sharon; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'chutchison@conway.pro'; 'masadi@osc.gov.on.ca'; Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; 'David.Levi@growthworks.ca'; 'david.levi@matrix.ca'; Joanne Kennedy; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvettese@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaa_lacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; Kour, Sharon; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'tconway@conway.pro'; 'chutchison@conway.pro'; 'critchie@conway.pro'; 'masadi@osc.gov.on.ca'; Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; msolmon@srglegal.com
Cc: Gerry Fields; Lynne Silver
Subject: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL - INTERIM STATEMENT OF ACCOUNT DUE AUGUST 15, 2016 FOR \$765,503.75 - OUR FILE NO. 8114.pdf
Attachments: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL - INTERIM STATEMENT OF ACCOUNT DUE AUGUST 15, 2016 FOR \$765,503.75 - OUR FILE NO. 8114.pdf
Importance: High

SENT AUGUST 15, 2016 - BY EMAIL, BY FAX AND BY REGISTERED MAIL - DUE AUGUST 15, 2016

WITH PREJUDICE

Attention:

David Ron Levi, Daphne Nielsen, Joanne Kennedy, Anne Peterson, Clinton Edward Matthews, CPA, CA, David Balsdon, Timothy K. Lee, CFA, Alex Irwin, Alex Irwin Law Corporation, David J. Jennings, Jill W. Donaldson, Irwin, White & Jennings, Tony Rautava, Joe Timlin, Tom Hayes, Dale Parker, Larry Bell, John Shields, G. Peter Marshall, Stephen Joseph Rankin, Brent W. Barrie, CFA, Bruce MacGregor, William Eeuwes, Murray Munro, Marine J. Guimond, A. Kirk Purdy, Pierre Saint-Laurent, Kenneth R. Yurichuk, Malvin Charles Spooner, CFA, Raymond M. Steele, CFA, Lee Watson, CPA, CA, Essop Mia, CPA, CA, Hay & Watson, Anthony Barke, CPA, CA, Frank Vettese, CPA, CA, Deloitte LLP, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Gerald Patrick McCarvill, Paul Jason Crath, Stephen Joseph Zamin, Brett Leonard Northrup, Lawrence R. Sinclair, Gordon A. McMillan, Michael G. Butler, Marquest Asset Management Inc., Donald Arthur Wishart, CFA, Robert George McKim, CFA, the Seamark Entities, Seamark Asset Management (2013) Ltd., Robert Christopher Morris, Kristen James, Conrad Krebs-Carstens, R.C. Morris & Company Ltd., Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Lydia S. Bugden, Stewart McKelvey, Robert Marc Granatstein, Gary Robert Shiff, Blake, Cassels & Graydon LLP, Norvista Capital Corporation and each of their respective affiliates and their respective successors and assigns and all related entities and related parties, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

This email is being delivered on a with prejudice basis.

Following my meeting in Toronto with David Levi on May 23, 2014, attached please find Cornerstone's Interim Statement of Account due August 15, 2016 for \$765,503.75.

Please arrange for the immediate transfer of the sum of \$8,475.00 to Cornerstone's Account, CIBC, Main Branch, Toronto, by electronic funds transfer on August 15, 2016, as per Cornerstone's banking coordinates noted on our Interim Statement of Account, together with the previously outstanding sum of \$757,028.75 owing to Cornerstone as of July 15, 2016, which together totals the sum of \$765,503.75 now owing to Cornerstone by Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their respective affiliates and their respective successors and assigns. These are the parties expressly set out in Cornerstone's Engagement Letter dated April 8, 2010, signed by David Levi and as amended in writing by David Levi from time to time specifically and expressly on behalf of Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and on behalf of each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties.

As you know, all work fees and success fees paid to Cornerstone since the inception of Cornerstone's engagement back on April 8, 2010 have been made to Cornerstone exclusively by GrowthWorks Capital Ltd.

Please note that all unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

This email is being sent to you to place you on formal written notice once again of Cornerstone's Claim against you as a named party and against Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd.,

each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd., and each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties for the sum of \$765,503.75 plus all finance charges, interest and costs.

We have been advised by counsel to deliver to each of you this email and our attached Interim Statement of Account due August 15, 2016 for further immediate distribution by David Levi and Joanne Kennedy to all parties to provide formal written notice to each of the named parties and named entities as at August 15, 2016 of Cornerstone's multiple claims previously made and hereby once again made against each of you as a named party and a named entity for the sum of \$765,503.75 plus all finance charges, interest and costs. These costs will include all legal fees and expenses and all costs of collection and enforcement on a full indemnity basis including the cost of all appeals until the final determination of all matters as expressly set out in Cornerstone's Engagement and Indemnity Agreement dated April 8, 2010 made with "Matrix, Growthworks and each of their respective affiliates" as signed by David Ron Levi and as amended in writing from time to time by David Ron Levi in his capacity as the President and Chief Executive Officer of Matrix Asset Management Inc. and of each of the Matrix and Growthworks affiliates on a continuous and permanent basis including Growthworks Canadian Fund Ltd. since 2002.

As you know, this will go to the issue of costs in the current and pending civil, regulatory and administrative proceedings. Kindly govern yourself accordingly.

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
CORNERSTONE GROUP™
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

Email: gfields@cornerstonegroup.com
Tel.: (416) 862-8000
Fax: (416) 862-8001
Mobile: (416) 567-7000 / (917) 965-5490

This email (including any attachments) may contain information that is confidential, privileged and exempt from disclosure. It is intended only for the person(s) named above. Any other use or disclosure is prohibited. If you have received this message in error, please delete it and notify us immediately by telephone or by return email. Thank you.

CORNERSTONE SECURITIES CANADA INC.

Due: August 15, 2016

David Ron Levi, Clinton Edward Matthews, CA, CPA, Alex Irwin, Irwin, White & Jennings, Timothy K. Lee, CFA, David Balsdon, Tony Rautava, Donald Arthur Wishart, CFA, Robert George McKim, CFA, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., Blake, Cassels & Graydon LLP, Robert Christopher Morris, R.C. Morris & Company Ltd., and each of their Respective Affiliates and their Respective Successors and Assigns and their Related Persons and Related Entities, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada
c/o David Levi and Joanne Kennedy (By Email, Fax and By Registered Mail)
Suite 2600, 1055 West Georgia Street
Vancouver, B.C.
V6E 3R5

Re: Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their Respective Affiliates and Successors and Assigns Strategic Consulting and Advisory Services Through Cornerstone Securities Canada Inc. - Our File No. 8114

INTERIM STATEMENT OF ACCOUNT

TO OUR INTERIM FEE for Strategic Services
and Special Projects from August 15, 2016
to September 14, 2016 as per our Agreement

To Our Interim Fee:	\$7,500.00
HST	975.00
SUB-TOTAL	\$8,475.00
AMOUNT PAST DUE	\$757,028.75
BALANCE DUE AND OWING AND PAYABLE ON AUGUST 15, 2016 BY ELECTRONIC FUNDS TRANSFER*	\$765,503.75

CORNERSTONE SECURITIES CANADA INC.

per 

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
E. & O.E.
HST # 126832575

Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

* Canadian Imperial Bank of Commerce, Main Branch, Toronto, to the credit of Cornerstone Securities Canada Inc., Account No. 2265516, Transit No. 00002, Swift Code: CIBCCATT, Institution No. 010, 199 Bay Street, Toronto, Ontario M5L 1G9

The Exchange Tower, 130 King Street West, Suite 1800, P.O. Box 427
Toronto, Ontario M5X 1E3 Canada

Telephone: (416) 862-8000 • Facsimile: (416) 862-8001 • www.cornerstonegroup.com

From: Gerry Fields <gfields@cornerstonegroup.com>
Sent: Friday, November 18, 2016 1:40 PM
To: 'david.levi@matrix.ca'; 'David.Levi@growthworks.ca'; 'Joanne Kennedy'; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvettese@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaalacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; Kour, Sharon; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'chutchison@conway.pro'; 'masadi@osc.gov.on.ca'; Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; 'David.Levi@growthworks.ca'; 'david.levi@matrix.ca'; 'Joanne Kennedy'; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvettese@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaalacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; Kour, Sharon; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'tconway@conway.pro'; 'chutchison@conway.pro'; 'critchie@conway.pro'; 'masadi@osc.gov.on.ca'; Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; msolmon@srglegal.com
Cc: Gerry Fields; Lynne Silver
Subject: MATRIX, GROWTHWORKS, SEAMARK, R.C. MORRIS ET AL.- INTERIM STATEMENT OF ACCOUNT DUE NOVEMBER 15, 2016 FOR \$790,928.75 - OUR FILE NO. 8114
Attachments: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL - INTERIM STATEMENT OF ACCOUNT DUE NOVEMBER 15, 2016 FOR \$790,928.75 - OUR FILE NO. 8114.pdf
Importance: High

SENT BY EMAIL, BY FAX AND BY REGISTERED MAIL - DUE NOVEMBER 15, 2016

WITH PREJUDICE

Attention:

David Ron Levi, Daphne Nielsen, Joanne Kennedy, Anne Peterson, Clinton Edward Matthews, CPA, CA, David Balsdon, Timothy K. Lee, CFA, Alex Irwin, Alex Irwin Law Corporation, David J. Jennings, Jill W. Donaldson, Irwin, White & Jennings, Tony Rautava, Joe Timlin, Tom Hayes, Dale Parker, Larry Bell, John Shields, G. Peter Marshall, Stephen Joseph Rankin, Brent W. Barrie, CFA, Bruce MacGregor, William Eeuwes, Murray Munro, Marine J. Guimond, A. Kirk Purdy, Pierre Saint-Laurent, Kenneth R. Yurichuk, Malvin Charles Spooner, CFA, Raymond M. Steele, CFA, Lee Watson, CPA, CA, Essop Mia, CPA, CA, Hay & Watson, Anthony Barke, CPA, CA, Frank Vettese, CPA, CA, Deloitte LLP, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Gerald Patrick McCarvill, Paul Jason Crath, Stephen Joseph Zamin, Brett Leonard Northrup, Lawrence R. Sinclair, Gordon A. McMillan, Michael G. Butler, Marquest Asset Management Inc., Donald Arthur Wishart, CFA, Robert George McKim, CFA, the Seamark Entities, Seamark Asset Management (2013) Ltd., Robert Christopher Morris, Kristen James, Conrad Krebs-Carstens, R.C. Morris & Company Ltd., Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Lydia S. Bugden, Stewart McKelvey, Robert Marc Granatstein, Gary Robert Shiff, Blake, Cassels & Graydon LLP, Norvista Capital Corporation and each of their respective affiliates and their respective successors and assigns and all related entities and related parties, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

This email is being delivered on a with prejudice basis.

Following my meeting in Toronto with David Levi on May 23, 2014, attached please find Cornerstone's Interim Statement of Account due November 15, 2016 for \$790,928.75.

Please arrange for the immediate transfer of the sum of \$8,475.00 to Cornerstone's Account, CIBC, Main Branch, Toronto, by electronic funds transfer on November 15, 2016 as per Cornerstone's banking coordinates noted on our Interim Statement of Account, together with the previously outstanding sum of \$782,453.75 owing to Cornerstone as of October 15, 2016, which together totals the sum of \$790,928.75 now owing to Cornerstone by Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their respective affiliates and their respective successors and assigns. These are the parties expressly set out in Cornerstone's Engagement Letter dated April 8, 2010, signed by David Levi and as amended in writing by David Levi from time to time specifically and expressly on behalf of Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and on behalf of each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties.

As you know, all work fees and success fees paid to Cornerstone since the inception of Cornerstone's engagement back on April 8, 2010 have been made to Cornerstone exclusively by GrowthWorks Capital Ltd.

Please note that all unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

This email is being sent to you to place you on formal written notice once again of Cornerstone's Claim against you as a named party and against Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest

Asset Management Inc., R.C. Morris & Company Ltd., and each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties for the sum of \$790,928.75 plus all finance charges, interest and costs.

We have been advised by counsel to deliver to each of you this email and our attached Interim Statement of Account due November 15, 2016 for further immediate distribution by David Levi and Joanne Kennedy to all parties to provide formal written notice to each of the named parties and named entities as at November 15, 2016 of Cornerstone's multiple claims previously made and hereby once again made against each of you as a named party and a named entity for the sum of \$790,928.75 plus all finance charges, interest and costs. These costs will include all legal fees and expenses and all costs of collection and enforcement on a full indemnity basis including the cost of all appeals until the final determination of all matters as expressly set out in Cornerstone's Engagement and Indemnity Agreement dated April 8, 2010 made with "Matrix, Growthworks and each of their respective affiliates" as signed by David Ron Levi and as amended in writing from time to time by David Ron Levi in his capacity as the President and Chief Executive Officer of Matrix Asset Management Inc. and of each of the Matrix and Growthworks affiliates on a continuous and permanent basis including Growthworks Canadian Fund Ltd. since 2002.

As you know, this will go to the issue of costs in the current and pending civil, regulatory and administrative proceedings. Kindly govern yourself accordingly.

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
CORNERSTONE GROUP™
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

Email: gfields@cornerstonegroup.com
Tel.: (416) 862-8000
Fax: (416) 862-8001
Mobile: (416) 567-7000 / (917) 965-5490

This email (including any attachments) may contain information that is confidential, privileged and exempt from disclosure. It is intended only for the person(s) named above. Any other use or disclosure is prohibited. If you have received this message in error, please delete it and notify us immediately by telephone or by return email. Thank you.

CORNERSTONE SECURITIES CANADA INC.

Due: November 15, 2016

David Ron Levi, Clinton Edward Matthews, CA, CPA, Alex Irwin, Irwin, White & Jennings, Timothy K. Lee, CFA, David Balsdon, Tony Rautava, Donald Arthur Wishart, CFA, Robert George McKim, CFA, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., Blake, Cassels & Graydon LLP, Robert Christopher Morris, R.C. Morris & Company Ltd., and each of their Respective Affiliates and their Respective Successors and Assigns and their Related Persons and Related Entities, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

c/o David Levi and Joanne Kennedy (By Email, Fax and By Registered Mail)
Suite 2600, 1055 West Georgia Street
Vancouver, B.C.
V6E 3R5

Re: Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their Respective Affiliates and Successors and Assigns Strategic Consulting and Advisory Services Through Cornerstone Securities Canada Inc. - Our File No. 8114

INTERIM STATEMENT OF ACCOUNT

TO OUR INTERIM FEE for Strategic Services
and Special Projects from November 15, 2016
to December 14, 2016 as per our Agreement

To Our Interim Fee:	\$7,500.00
HST	975.00
SUB-TOTAL	\$8,475.00
AMOUNT PAST DUE	\$782,453.75
BALANCE DUE AND OWING AND PAYABLE ON NOVEMBER 15, 2016 BY ELECTRONIC FUNDS TRANSFER*	\$790,928.75

CORNERSTONE SECURITIES CANADA INC.

per 

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
E. & O.E.
HST # 126832575

Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

*** Canadian Imperial Bank of Commerce, Main Branch, Toronto, to the credit of Cornerstone Securities Canada Inc., Account No. 2265516, Transit No. 00002, Swift Code: CIBCCATT, Institution No. 010, 199 Bay Street, Toronto, Ontario M5L 1G9**

The Exchange Tower, 130 King Street West, Suite 1800, P.O. Box 427
Toronto, Ontario M5X 1E3 Canada

Telephone: (416) 862-8000 • Facsimile: (416) 862-8001 • www.cornerstonegroup.com

From: Gerry Fields <gfields@cornerstonegroup.com>
Sent: Thursday, December 15, 2016 9:40 PM
To: 'david.levi@matrix.ca'; 'David.Levi@growthworks.ca'; 'Joanne Kennedy'; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvettese@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'Vicki Tickle'; 'ccaa_lacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; 'Kour, Sharon'; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'chutchison@conway.pro'; 'masadi@osc.gov.on.ca'; 'Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; 'David.Levi@growthworks.ca'; 'david.levi@matrix.ca'; 'Joanne Kennedy'; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvettese@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaa_lacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; 'Kour, Sharon'; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'tconway@conway.pro'; 'chutchison@conway.pro'; 'critchie@conway.pro'; 'masadi@osc.gov.on.ca'; 'Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; 'msolmon@srglegal.com'; 'Lewis, Atrisha S; Hall, Geoff R.; sghorn@stikeman.com
Cc: Gerry Fields; Lynne Silver
Subject: MATRIX, GROWTHWORKS, SEAMARK, R.C. MORRIS ET AL - INTERIM STATEMENT OF ACCOUNT DUE DECEMBER 15, 2016 FOR \$799,403.75 - OUR FILE NO. 8114
Attachments: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL - INTERIM STATEMENT OF ACCOUNT DUE DECEMBER 15, 2016 FOR \$799,403.75 - OUR FILE NO. 8114.pdf
Importance: High

SENT BY EMAIL, BY FAX AND BY REGISTERED MAIL - DUE DECEMBER 15, 2016

WITH PREJUDICE

Attention:

David Ron Levi, Daphne Nielsen, Joanne Kennedy, Anne Peterson, Clinton Edward Matthews, CPA, CA, David Balsdon, Timothy K. Lee, CFA, Alex Irwin, Alex Irwin Law Corporation, David J. Jennings, Jill W. Donaldson, Irwin, White & Jennings, Tony Rautava, Joe Timlin, Tom Hayes, Dale Parker, Larry Bell, John Shields, G. Peter Marshall, Stephen Joseph Rankin, Brent W. Barrie, CFA, Bruce MacGregor, William Eeuwes, Murray Munro, Marine J. Guimond, A. Kirk Purdy, Pierre Saint-Laurent, Kenneth R. Yurichuk, Malvin Charles Spooner, CFA, Raymond M. Steele, CFA, Lee Watson, CPA, CA, Essop Mia, CPA, CA, Hay & Watson, Anthony Barke, CPA, CA, Frank Vettese, CPA, CA, Deloitte LLP, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Gerald Patrick McCarvill, Paul Jason Crath, Stephen Joseph Zamin, Brett Leonard Northrup, Lawrence R. Sinclair, Gordon A. McMillan, Michael G. Butler, Marquest Asset Management Inc., Donald Arthur Wishart, CFA, Robert George McKim, CFA, the Seamark Entities, Seamark Asset Management (2013) Ltd., Robert Christopher Morris, Kristen James, Conrad Krebs-Carstens, R.C. Morris & Company Ltd., Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Lydia S. Bugden, Stewart McKelvey, Robert Marc Granatstein, Gary Robert Shiff, Blake, Cassels & Graydon LLP, Norvista Capital Corporation and each of their respective affiliates and their respective successors and assigns and all related entities and related parties, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

This email is being delivered on a **with prejudice** basis.

Following my meeting in Toronto with David Levi on May 23, 2014, attached please find Cornerstone's Interim Statement of Account due December 15, 2016 for \$799,403.75.

Please arrange for the immediate transfer of the sum of \$8,475.00 to Cornerstone's Account, CIBC, Main Branch, Toronto, by electronic funds transfer on December 15, 2016 as per Cornerstone's banking coordinates noted on our Interim Statement of Account, together with the previously outstanding sum of \$790,928.75 owing to Cornerstone as of November 15, 2016, which together totals the sum of \$799,403.75 now owing to Cornerstone by Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their respective affiliates and their respective successors and assigns. These are the parties expressly set out in Cornerstone's Engagement Letter dated April 8, 2010, signed by David Levi and as amended in writing by David Levi from time to time specifically and expressly on behalf of Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and on behalf of each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties.

As you know, all work fees and success fees paid to Cornerstone since the inception of Cornerstone's engagement back on April 8, 2010 have been made to Cornerstone exclusively by GrowthWorks Capital Ltd.

Please note that all unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

This email is being sent to you to place you on formal written notice once again of Cornerstone's Claim against you as a named party and against Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset

Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd., and each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties for the sum of \$799,403.75 plus all finance charges, interest and costs.

We have been advised by counsel to deliver to each of you this email and our attached Interim Statement of Account due December 15, 2016 for further immediate distribution by David Levi and Joanne Kennedy to all parties to provide formal written notice to each of the named parties and named entities as at December 15, 2016 of Cornerstone's multiple claims previously made and hereby once again made against each of you as a named party and a named entity for the sum of \$799,403.75 plus all finance charges, interest and costs. These costs will include all legal fees and expenses and all costs of collection and enforcement **on a full indemnity basis** including the cost of all appeals until the final determination of all matters as expressly set out in Cornerstone's Engagement and Indemnity Agreement dated April 8, 2010 made with "Matrix, Growthworks and each of their respective affiliates" as signed by David Ron Levi and as amended in writing from time to time by David Ron Levi in his capacity as the President and Chief Executive Officer of Matrix Asset Management Inc. and of **each** of the Matrix and Growthworks affiliates on a continuous and permanent basis including Growthworks Canadian Fund Ltd. since 2002.

As you know, this will go to the issue of costs in the current and pending civil, regulatory and administrative proceedings. Kindly govern yourself accordingly.

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
CORNERSTONE GROUP™
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

Email: gfields@cornerstonegroup.com
Tel.: (416) 862-8000
Fax: (416) 862-8001
Mobile: (416) 567-7000 / (917) 965-5490

This email (including any attachments) may contain information that is confidential, privileged and exempt from disclosure. It is intended only for the person(s) named above. Any other use or disclosure is prohibited. If you have received this message in error, please delete it and notify us immediately by telephone or by return email. Thank you.

CORNERSTONE SECURITIES CANADA INC.

Due: December 15, 2016

David Ron Levi, Clinton Edward Matthews, CA, CPA, Alex Irwin, Irwin, White & Jennings, Timothy K. Lee, CFA, David Balsdon, Tony Rautava, Donald Arthur Wishart, CFA, Robert George McKim, CFA, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., Blake, Cassels & Graydon LLP, Robert Christopher Morris, R.C. Morris & Company Ltd., and each of their Respective Affiliates and their Respective Successors and Assigns and their Related Persons and Related Entities, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

c/o David Levi and Joanne Kennedy (By Email, Fax and By Registered Mail)
Suite 2600, 1055 West Georgia Street
Vancouver, B.C.
V6E 3R5

Re: Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their Respective Affiliates and Successors and Assigns Strategic Consulting and Advisory Services Through Cornerstone Securities Canada Inc. - Our File No. 8114

INTERIM STATEMENT OF ACCOUNT

TO OUR INTERIM FEE for Strategic Services
and Special Projects from December 15, 2016
to January 14, 2017 as per our Agreement

To Our Interim Fee:	\$7,500.00
HST	975.00
SUB-TOTAL	\$8,475.00
AMOUNT PAST DUE	\$790,928.75
BALANCE DUE AND OWING AND PAYABLE ON DECEMBER 15, 2016 BY ELECTRONIC FUNDS TRANSFER*	\$799,403.75

CORNERSTONE SECURITIES CANADA INC.

per: 

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
E. & O.E.
HST # 126832575

Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

*** Canadian Imperial Bank of Commerce, Main Branch, Toronto, to the credit of Cornerstone Securities Canada Inc., Account No. 2265516, Transit No. 00002, Swift Code: CIBCCATT, Institution No. 010, 199 Bay Street, Toronto, Ontario M5L 1G9**

The Exchange Tower, 130 King Street West, Suite 1800, P.O. Box 427
Toronto, Ontario M5X 1E3 Canada

Telephone: (416) 862-8000 • Facsimile: (416) 862-8001 • www.cornerstonegroup.com

From: Gerry Fields <gfields@cornerstonegroup.com>
Sent: Wednesday, February 15, 2017 8:55 PM
To: 'david.levi@matrix.ca'; 'David.Levi@growthworks.ca'; 'Joanne Kennedy'; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvette@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaa_lacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; Kour, Sharon; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'chutchison@conway.pro'; 'masadi@osc.gov.on.ca'; Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; 'David.Levi@growthworks.ca'; 'david.levi@matrix.ca'; 'Joanne Kennedy'; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvette@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaa_lacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; Kour, Sharon; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'tconway@conway.pro'; 'chutchison@conway.pro'; 'critchie@conway.pro'; 'masadi@osc.gov.on.ca'; Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; msolmon@srglegal.com
Cc: Gerry Fields; Lynne Silver
Subject: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL- INTERIM STATEMENT OF ACCOUNT DUE FEBRUARY 15, 2017 FOR \$816,362.75 - OUR FILE NO. 8114
Attachments: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL - INTERIM STATEMENT OF ACCOUNT DUE FEBRUARY 15, 2017 FOR \$816,362.75 - OUR FILE NO. 8114.pdf
Importance: High

SENT ON FEBRUARY 15, 2017 BY EMAIL, BY FAX AND BY REGISTERED MAIL - DUE FEBRUARY 15, 2017

WITH PREJUDICE

Attention:

David Ron Levi, Daphne Nielsen, Joanne Kennedy, Anne Peterson, Clinton Edward Matthews, CPA, CA, David Balsdon, Timothy K. Lee, CFA, Alex Irwin, Alex Irwin Law Corporation, David J. Jennings, Jill W. Donaldson, Irwin, White & Jennings, Tony Rautava, Joe Timlin, Tom Hayes, Dale Parker, Larry Bell, John Shields, G. Peter Marshall, Stephen Joseph Rankin, Brent W. Barrie, CFA, Bruce MacGregor, William Eeuwes, Murray Munro, Marine J. Guimond, A. Kirk Purdy, Pierre Saint-Laurent, Kenneth R. Yurichuk, Malvin Charles Spooner, CFA, Raymond M. Steele, CFA, Lee Watson, CPA, CA, Essop Mia, CPA, CA, Hay & Watson, Anthony Barke, CPA, CA, Frank Vettese, CPA, CA, Deloitte LLP, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Gerald Patrick McCarvill, Paul Jason Crath, Stephen Joseph Zamin, Brett Leonard Northrup, Lawrence R. Sinclair, Gordon A. McMillan, Michael G. Butler, Marquest Asset Management Inc., Donald Arthur Wishart, CFA, Robert George McKim, CFA, the Seamark Entities, Seamark Asset Management (2013) Ltd., Robert Christopher Morris, Kristen James, Conrad Krebs-Carstens, R.C. Morris & Company Ltd., Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Lydia S. Bugden, Stewart McKelvey, Robert Marc Granatstein, Gary Robert Shiff, Blake, Cassels & Graydon LLP, Norvista Capital Corporation and each of their respective affiliates and their respective successors and assigns and all related entities and related parties, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

This email is being delivered on a **with prejudice basis**.

Following my meeting in Toronto with David Levi on May 23, 2014, attached please find Cornerstone's Interim Statement of Account due February 15, 2017 for \$816,362.75.

Please arrange for the immediate transfer of the sum of \$8,475.00 to Cornerstone's Account, CIBC, Main Branch, Toronto, by electronic funds transfer on February 15, 2017 as per Cornerstone's banking coordinates noted on our Interim Statement of Account, together with the previously outstanding sum of \$807,887.75 owing to Cornerstone as of January 15, 2017, which together totals the sum of \$816,362.75 now owing to Cornerstone by Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their respective affiliates and their respective successors and assigns. These are the parties expressly set out in Cornerstone's Engagement Letter dated April 8, 2010, signed by David Levi and as amended in writing by David Levi from time to time specifically and expressly on behalf of Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and on behalf of each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties.

As you know, all work fees and success fees paid to Cornerstone since the inception of Cornerstone's engagement back on April 8, 2010 have been made to Cornerstone exclusively by GrowthWorks Capital Ltd.

Please note that all unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

This email is being sent to you to place you on formal written notice once again of Cornerstone's Claim against you as a named party and against Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd., and each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties for the sum of \$816,372.75 plus all finance charges, interest and costs.

We have been advised by counsel to deliver to each of you this email and our attached Interim Statement of Account due February 15, 2017 for further immediate distribution by David Levi and Joanne Kennedy to all parties to provide formal written notice to each of the named parties and named entities as at February 15, 2017 of Cornerstone's multiple claims previously made and hereby once again made against each of you as a named party and a named entity for the sum of \$816,362.75 plus all finance charges, interest and costs. These costs will include all legal fees and expenses and all costs of collection and enforcement **on a full indemnity basis** including the cost of all appeals until the final determination of all matters as expressly set out in Cornerstone's Engagement and Indemnity Agreement dated April 8, 2010 made with "Matrix, Growthworks and each of their respective affiliates" as signed by David Ron Levi and as amended in writing from time to time by David Ron Levi in his capacity as the President and Chief Executive Officer of Matrix Asset Management Inc. and of **each** of the Matrix and Growthworks affiliates on a continuous and permanent basis including Growthworks Canadian Fund Ltd. since 2002.

As you know, this will go to the issue of costs in the current and pending civil, regulatory and administrative proceedings. Kindly govern yourself accordingly.

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
CORNERSTONE GROUP™
The Exchange Tower
130 King Street West
Suite 1800, P.O. Box 427
Toronto, Ontario
M5X 1E3

Email: gfields@cornerstonegroup.com
Tel.: (416) 862-8000
Fax: (416) 862-8001
Mobile: (416) 567-7000 / (917) 965-5490

This email (including any attachments) may contain information that is confidential, privileged and exempt from disclosure. It is intended only for the person(s) named above. Any other use or disclosure is prohibited. If you have received this message in error, please delete it and notify us immediately by telephone or by return email. Thank you.

CORNERSTONE SECURITIES CANADA INC.

Due: February 15, 2017

David Ron Levi, Clinton Edward Matthews, CA, CPA, Alex Irwin, Irwin, White & Jennings, Timothy K. Lee, CFA, David Balsdon, Tony Rautava, Donald Arthur Wishart, CFA, Robert George McKim, CFA, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., Blake, Cassels & Graydon LLP, Robert Christopher Morris, R.C. Morris & Company Ltd., and each of their Respective Affiliates and their Respective Successors and Assigns and their Related Persons and Related Entities, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

c/o David Levi and Joanne Kennedy (By Email, Fax and By Registered Mail)
Suite 2600, 1055 West Georgia Street
Vancouver, B.C.
V6E 3R5

Re: Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their Respective Affiliates and Successors and Assigns Strategic Consulting and Advisory Services Through Cornerstone Securities Canada Inc. - Our File No. 8114


INTERIM STATEMENT OF ACCOUNT

TO OUR INTERIM FEE for Strategic Services
and Special Projects from February 15, 2017
to March 14, 2017 as per our Agreement

To Our Interim Fee:	\$7,500.00
HST	975.00
SUB-TOTAL	\$8,475.00
AMOUNT PAST DUE	\$807,887.75
BALANCE DUE AND OWING AND PAYABLE ON FEBRUARY 15, 2017 BY ELECTRONIC FUNDS TRANSFER*	\$816,362.75

CORNERSTONE SECURITIES CANADA INC.

per:


Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
E. & O.E.
HST # 126832575

Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

* Canadian Imperial Bank of Commerce, Main Branch, Toronto, to the credit of Cornerstone Securities Canada Inc., Account No. 2265516, Transit No. 00002, Swift Code: CIBCCATT, Institution No. 010, 199 Bay Street, Toronto, Ontario M5L 1G9

The Exchange Tower, 130 King Street West, Suite 1800, P.O. Box 427
Toronto, Ontario M5X 1E3 Canada

Telephone: (416) 862-8000 • Facsimile: (416) 862-8001 • www.cornerstonegroup.com

From: Gerry Fields [<mailto:gfields@cornerstonegroup.com>]

Sent: Wednesday, March 15, 2017 3:30 PM

To: 'david.levi@matrix.ca'; 'David.Levi@growthworks.ca'; 'Joanne Kennedy'; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvettese@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaa_lacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; 'Kour, Sharon'; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com';

'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'chutchison@conway.pro'; 'masadi@osc.gov.on.ca'; Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; 'David.Levi@growthworks.ca'; 'david.levi@matrix.ca'; 'Joanne Kennedy'; 'Anne.Peterson@growthworks.ca'; 'clintmatthewsca@gmail.com'; 'alex.irwin.law@gmail.com'; 'djj@iwjlaw.com'; 'jill@iwjlaw.com'; 'Tony.Rautava@growthworks.ca'; 'Joe.Timlin@growthworks.ca'; 'Tom.Hayes@growthworks.ca'; 'dparker3@telus.net'; 'lbell@shaw.ca'; 'John_Shields@shaw.ca'; 'Lee Watson - Hay & Watson'; 'Essop Mia'; 'Anthony Barke'; 'fvettese@deloitte.ca'; 'cmorris@rcmorris.com'; 'kirsten@rcmorris.com'; 'andy@marquest.ca'; 'gerry@marquest.ca'; 'robert.granatstein@blakes.com'; 'Gary.Shiff@blakes.com'; 'dwishart@seamark.ca'; 'rmckim@seamark.ca'; 'canyonst@gmail.com'; 'George Abakhan'; 'Bond, Colleen: OSB-BSF (PAC)'; 'charmaine.martin@ic.gc.ca'; 'thomas.kwan@ic.gc.ca'; 'pbourque@bcsc.bc.ca'; 'Vicki Tickle'; 'ccaa_lacc@ic.gc.ca'; 'kevin@mcelcheranadr.com'; 'Kevin McElcheran'; Kour, Sharon; 'MWasserman@osler.com'; 'CFell@osler.com'; 'Paul.Bishop@fticonsulting.com'; 'Jodi.Porepa@fticonsulting.com'; 'Tony.Reyes@nortonrosefulbright.com'; 'Alexander.Schmitt@nortonrosefulbright.com'; 'akauffman@fasken.com'; 'bmoore@fasken.com'; 'jofritz@deloitte.ca'; 'tconway@conway.pro'; 'chutchison@conway.pro'; 'critchie@conway.pro'; 'masadi@osc.gov.on.ca'; Grant, Jonathan R.; Meredith, Heather L.; 'mark.wentzell@ca.gt.com'; 'debra.porter@ca.gt.com'; 'Russell-Gibson, Stuart'; 'maryellen.deleaon@canada.ca'; 'maryellen.deleon@canada.ca'; msolmon@srglegal.com

Cc: Gerry Fields; Lynne Silver

Subject: MATRIX, GROWTHWORKS, SEAMARK, MARQUEST, R.C. MORRIS ET AL- INTERIM STATEMENT OF ACCOUNT DUE MARCH 15, 2017 FOR \$824,837.75 - OUR FILE NO. 8114

Importance: High

SENT ON MARCH 15, 2017 BY EMAIL, BY FAX AND BY REGISTERED MAIL - DUE MARCH 15, 2017

WITH PREJUDICE

Attention:

David Ron Levi, Daphne Nielsen, Joanne Kennedy, Anne Peterson, Clinton Edward Matthews, CPA, CA, David Balsdon, Timothy K. Lee, CFA, Alex Irwin, Alex Irwin Law Corporation, David J. Jennings, Jill W. Donaldson, Irwin, White & Jennings, Tony Rautava, Joe Timlin, Tom Hayes, Dale Parker, Larry Bell, John Shields, G. Peter Marshall, Stephen Joseph Rankin, Brent W. Barrie, CFA, Bruce MacGregor, William Eeuwes, Murray Munro, Marine J. Guimond, A. Kirk Purdy, Pierre Saint-Laurent, Kenneth R. Yurichuk, Malvin Charles Spooner, CFA, Raymond M. Steele, CFA, Lee Watson, CPA, CA, Essop Mia, CPA, CA, Hay & Watson, Anthony Barke, CPA, CA, Frank Vettese, CPA, CA, Deloitte LLP, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Gerald Patrick McCarvill, Paul Jason Crath, Stephen Joseph Zamin, Brett Leonard Northrup, Lawrence R. Sinclair, Gordon A. McMillan, Michael G. Butler, Marquest Asset Management Inc., Donald Arthur Wishart, CFA, Robert George McKim, CFA, the Seamark Entities, Seamark Asset Management (2013) Ltd., Robert Christopher Morris, Kristen James, Conrad Krebs-Carstens, R.C. Morris & Company Ltd., Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Lydia S. Bugden, Stewart McKelvey, Robert Marc Granatstein, Gary Robert Shiff, Blake, Cassels & Graydon LLP, Norvista Capital Corporation and each of their respective affiliates and their respective successors and assigns and all related entities and related parties, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

This email is being delivered on a with prejudice basis.

Following my meeting in Toronto with David Levi on May 23, 2014, attached please find Cornerstone's Interim Statement of Account due March 15, 2017 for \$824,837.75.

Please arrange for the immediate transfer of the sum of \$8,475.00 to Cornerstone's Account, CIBC, Main Branch, Toronto, by electronic funds transfer on March 15, 2017 as per Cornerstone's banking coordinates noted on our Interim Statement of Account, together with the previously outstanding sum of \$816,362.75 owing to Cornerstone as of February 15, 2017, which together totals the sum of \$824,837.75 now owing to

Cornerstone by Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their respective affiliates and their respective successors and assigns. These are the parties expressly set out in Cornerstone's Engagement Letter dated April 8, 2010, signed by David Levi and as amended in writing by David Levi from time to time specifically and expressly on behalf of Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and on behalf of each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties.

As you know, all work fees and success fees paid to Cornerstone since the inception of Cornerstone's engagement back on April 8, 2010 have been made to Cornerstone exclusively by GrowthWorks Capital Ltd.

Please note that all unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

This email is being sent to you to place you on formal written notice once again of Cornerstone's Claim against you as a named party and against Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd., and each of their respective affiliates and their respective successors and assigns, their Officers, their Directors, their controlling persons, their professional advisors, their associated persons and all of their related entities and related parties for the sum of \$824,837.75 plus all finance charges, interest and costs.

We have been advised by counsel to deliver to each of you this email and our attached Interim Statement of Account due March 15, 2017 for further immediate distribution by David Levi and Joanne Kennedy to all parties to provide formal written notice to each of the named parties and named entities as at March 15, 2017 of Cornerstone's multiple claims previously made and hereby once again made against each of you as a named party and a named entity for the sum of \$824,837.75 plus all finance charges, interest and costs. These costs will include all legal fees and expenses and all costs of collection and enforcement on a full indemnity basis including the cost of all appeals until the final determination of all matters as expressly set out in Cornerstone's Engagement and Indemnity Agreement dated April 8, 2010 made with "Matrix, Growthworks and each of their respective affiliates" as signed by David Ron Levi and as amended in writing from time to time by David Ron Levi in his capacity as the President and Chief Executive Officer of Matrix Asset Management Inc. and of each of the Matrix and Growthworks affiliates on a continuous and permanent basis including Growthworks Canadian Fund Ltd. since 2002.

As you know, this will go to the issue of costs in the current and pending civil, regulatory and administrative proceedings. Kindly govern yourself accordingly.

Gerry Fields, LL.B., J.D.
 President and Chief Executive Officer
 CORNERSTONE GROUP™
 The Exchange Tower
 130 King Street West
 Suite 1800, P.O. Box 427
 Toronto, Ontario
 M5X 1E3

Email: gfields@cornerstonegroup.com
 Tel.: (416) 862-8000
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This email (including any attachments) may contain information that is confidential, privileged and exempt from disclosure. It is intended only for the person(s) named above. Any other use or disclosure is prohibited. If you have received this message in error, please delete it and notify us immediately by telephone or by return email. Thank you.

CORNERSTONE SECURITIES CANADA INC.

Due: March 15, 2017

David Ron Levi, Clinton Edward Matthews, CA, CPA, Alex Irwin, Irwin, White & Jennings, Timothy K. Lee, CFA, David Balsdon, Tony Rautava, Donald Arthur Wishart, CFA, Robert George McKim, CFA, Andrew Arnott McKay, Gerald Leslie Brockelsby, CFA, Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., each of the GrowthWorks Entities, each of the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., Blake, Cassels & Graydon LLP, Robert Christopher Morris, R.C. Morris & Company Ltd., and each of their Respective Affiliates and their Respective Successors and Assigns and their Related Persons and Related Entities, Paul Bishop, FTI Consulting Canada Inc., Mark Wentzell, Grant Thornton Limited, and the Office of the Superintendent of Bankruptcy Canada

c/o David Levi and Joanne Kennedy (By Email, Fax and By Registered Mail)
Suite 2600, 1055 West Georgia Street
Vancouver, B.C.
V6E 3R5

Re: Matrix Asset Management Inc., GrowthWorks Capital Ltd., GrowthWorks Canadian Fund Ltd., the GrowthWorks Entities, the Seamark Entities, Seamark Asset Management (2013) Ltd., Marquest Asset Management Inc., R.C. Morris & Company Ltd. and each of their Respective Affiliates and Successors and Assigns Strategic Consulting and Advisory Services Through Cornerstone Securities Canada Inc. - Our File No. 8114

INTERIM STATEMENT OF ACCOUNT

TO OUR INTERIM FEE for Strategic Services
and Special Projects from March 15, 2017
to April 14, 2017 as per our Agreement

To Our Interim Fee:	\$7,500.00
HST	975.00
SUB-TOTAL	\$8,475.00
AMOUNT PAST DUE	\$816,362.75
BALANCE DUE AND OWING AND PAYABLE ON MARCH 15, 2017 BY ELECTRONIC FUNDS TRANSFER*	\$824,837.75

CORNERSTONE SECURITIES CANADA INC.

per: 

Gerry Fields, LL.B., J.D.
President and Chief Executive Officer
E. & O.E.
HST # 126832575

Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is the lower, plus all expenses of collection.

* Canadian Imperial Bank of Commerce, Main Branch, Toronto, to the credit of Cornerstone Securities Canada Inc., Account No. 2265516, Transit No. 00002, Swift Code: CIBCCATT, Institution No. 010, 199 Bay Street, Toronto, Ontario M5L 1G9

The Exchange Tower, 130 King Street West, Suite 1800, P.O. Box 427
Toronto, Ontario M5X 1E3 Canada

Telephone: (416) 862-8000 • Facsimile: (416) 862-8001 • www.cornerstonegroup.com

GROWTHWORKS WV MANAGEMENT LTD.

Plaintiff and

GROWTHWORKS CANADIAN FUND LTD.

Defendant

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

MOTION RECORD OF THE DEFENDANT
(REMOVING PARTY FROM SERVICE LIST)

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Lawyers for the Defendant,
GrowthWorks Canadian Fund Ltd.