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DAY OF August 2016
V. G. Hoff
DEPUTY LOCAL REGISTRAR

COURT FILE NUMBER Q.B. 1639 of 2015

COURT COURT OF QUEEN'S BENCH OF
SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

APPLICANT GOLDEN OPPORTUNITIES FUND INC.

RESPONDENTS PHENOMENOME DISCOVERIES INC. and
PHENOMENOME LABORATORY SERVICES
INC.

DOCUMENT SUPPLEMENT OF THE THIRD REPORT FTI
CONSULTING CANADA INC., IN ITS
CAPACITY AS COURT APPOINTED
RECEIVER OF PHENOMENOME
DISCOVERIES INC. and PHENOMENOME
LABORATORY SERVICES INC.

August 29, 2016

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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INTRODUCTION

1. The purpose of this report (the “**Supplement**”) is to inform the Court as to the following:
 - (a) The existence of a Non-Competition and Intellectual Property Agreement between the Company and Dayan Goodenowe.

TERMS OF REFERENCE

2. In preparing this Supplement, the Receiver has relied upon unaudited financial information, other information available to the Receiver and, where appropriate, the Company’s books and records and discussions with various parties (collectively, the “**Information**”).
3. Except as described in this Supplement:
 - (a) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook; and
 - (b) the Receiver has not examined or reviewed financial forecasts and projections referred to in this Second Report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook.
4. Future oriented financial information reported or relied on in preparing this Confidential Supplement is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.

5. The Receiver has prepared this Supplement in connection with the Receiver's Application returnable August 30, 2016. This report should not be relied on for other purposes.
6. Any information and advice described in this Confidential Supplement has been provided to the Receiver by its counsel, Blake, Cassels & Graydon LLP (the "**Receiver's Counsel**"), in order to assist the Receiver in considering its course of action, is not intended as legal or other advice to, and may not be relied upon by, any other person.
7. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.
8. Capitalized terms not otherwise defined herein have the meaning defined in the Third Report or the MLD SPA (as defined below).

NON COMPETITION AND INTELLECTUAL PROPERTY AGREEMENT

9. On April 22, 2003, PDI entered into a Non-Competition and Intellectual Property Agreement (the "**NCIP**") with Dayan Goodenowe. A copy of the NCIP is attached hereto as Appendix A.
10. The NCIP was requested to be executed by PDI and Goodenowe as a term of an equity investment in PDI by an unrelated third party.
11. The relevant paragraph in the NCIP is paragraph 3 which states

Goodenowe acknowledges and agrees that the Corporation acquires all intellectual property right to all writings, products, developments or services, inventions and improvements (whether or not patentable) (the "**Works**") which Goodenowe makes, discovers or develops while Yol Bolsum Canada Inc. is under contract to the Corporation, whether during working hours or at any other time, which directly and specifically arise from any metabolic profiling data generated or produced by the Corporation.

12. The Receiver understands that the above paragraph was required by the third party to ensure that claims for ownership of intellectual property of PDI, similar to the ones which Dayan Goodenowe and YBCI are now advancing in this process, could not be asserted against PDI and PDI would have good title to all of the intellectual property it expended significant funds to develop.

CONCLUSIONS AND RECOMMENDATIONS

13. The Receiver respectfully requests that this Honourable Court grant the following relief:
- (a) approve the MLD SPA;

All of which is respectfully submitted this 29th day of August, 2016.

FTI Consulting Canada Inc. in its capacity as Receiver of the assets, undertakings and properties of Phenomenome Discoveries Inc. and Phenomenome Laboratory Services Inc.

Name:

Title:



Jamie Engen
Managing Director
FTI Consulting Canada Inc.

NON-COMPETITION AND INTELLECTUAL PROPERTY AMENDING AGREEMENT

This Agreement dated effective the 18th day of April, 2011.

BETWEEN:

PHENOMENOME DISCOVERIES INC. (called "the Corporation")

AND:

DAYAN GOODENOWE (called "Goodenowe")

RECITALS:

- A. The Corporation and Yol Bolsum Canada Inc. entered into a Management Services Contract dated February 1, 2002, pursuant to which Goodenowe has been providing services to the Corporation as CEO and President.
- B. The Corporation and Goodenowe then entered into a Non-Competition and Intellectual Property Agreement dated April 22, 2003 (the "NCIP Agreement"), in consideration of the Corporation receiving equity financing from one of its investors (and Goodenowe having an indirect interest in the Corporation).
- C. In consideration of further investment in the Corporation, the parties are further required to amend the terms of the NCIP Agreement as set out herein.
- D. Because of the specialized knowledge of Goodenowe in providing such services to the Corporation as CEO and President, the promises given in the NCIP Agreement and this amending agreement are given by Goodenowe in his personal capacity.

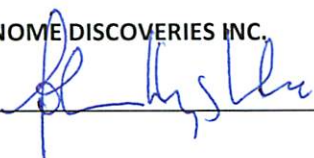
THEREFORE in consideration of further equity investment into the Corporation as described in the preamble, the parties agree as follows:

- 1. The parties agree that a new section 4 shall be added to the NCIP Agreement, as follows:
 - 4. Goodenowe covenants and agrees with and for the benefit of PDI and its affiliates that during the term of this Agreement and for a period of 12 months from the date of termination of this Agreement, Goodenowe will not for any reason whatsoever, directly or indirectly, solicit or accept business with respect to the business activities described in section 1 of this Agreement, from any of PDI or its affiliates' clients or customers with whom he had direct contact in the 12 months preceding the termination or expiry of this Agreement. The term "affiliates" means subsidiaries of PDI, corporations having the same shareholders as that of PDI.
- 2. All capitalized terms that are not defined in this amending agreement shall have the meaning given to those terms in the NCIP Agreement.
- 3. All other terms and conditions of the NCIP Agreement shall remain the same.

IN WITNESS WHEREOF the parties have duly executed and delivered this amending agreement as at the day and year first above written.

PHENOMENOME DISCOVERIES INC.

Per: _____



DAYAN GOODENOWE



**NON-COMPETITION AND INTELLECTUAL PROPERTY
AGREEMENT**

BETWEEN:

AND

PHENOMENOME DISCOVERIES INC. (called the "Corporation")

AND:

DAYAN GOODENOWE (called "Goodenowe")

WHEREAS:

- A. Dynex Capital Limited Partnership is investing in the Corporation.
- B. It is a condition of the investment by Dynex Capital Limited Partnership that Goodenowe agrees to give the covenants set out in this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Goodenowe covenants and agrees with and for the benefit of the Corporation that during the term of this Agreement and for a period of 12 months from the date of termination of this Agreement, however caused, he will not for any reason whatsoever, directly or indirectly, either as an individual or as a partner or joint venturer or as an employee, principal, consultant, agent, shareholder, officer, director, or as a sales representative for any person, firm, association, organization, syndicate, company or corporation, or in any manner whatsoever, carry on, be engaged in, concerned with, interested in, or advise a business that offers the service using the processes described in PCT Patent Application No. PCT/CA01/00111 filed February 1, 2001, as amended, and described as "Method of Non-Targeted Complex Sample Analysis". Goodenowe hereby acknowledges that Goodenowe and the Corporation are each of the view that as of the date hereof the appropriate geographical area for the purposes of this clause is as follows:
 - (a) Canada and the United States;
 - (b) Europe, Great Britain and Ireland;
 - (c) Japan; and
 - (d) the rest of the world.

2. Goodenowe acknowledges and agrees that the foregoing time limits and geographical restrictions are reasonable and properly required for the adequate protection of the business of the Corporation, and that given the very specific nature of the Corporation's business, Goodenowe is not prevented from earning a living at any place of his choosing only by reason of the restrictions set out in this agreement. In the event that any time, limitation or geographic restriction is deemed to be unreasonable by a court of competent jurisdiction, Goodenowe agrees and submits to the reduction to the time limitation to a period or area as a court shall deem to be reasonable.

3. Goodenowe acknowledges and agrees that the Corporation acquires all intellectual property right to all writings, products, developments or services, inventions and improvements (whether or not patentable) (the "Works") which Goodenowe makes, discovers or develops while Yol Bolsum Canada Inc. is under contract to the Corporation, whether during working hours or at any other time, which directly and specifically arise from any metabolic profiling data generated or produced by the Corporation.

IN WITNESS WHEREOF the parties hereto have duly executed and delivered this Agreement this 22nd day of April, 2003.

PHENOMENOME DISCOVERIES INC.

Per: _____



DAYAN GOODENOWE