

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
JUSTICE MARROCCO)

FRIDAY, THE 26TH
DAY OF JUNE, 2009

**RETURN ON INNOVATION CAPITAL LTD. as agent for ROI FUND INC., ROI
SCEPTRE CANADIAN RETIREMENT FUND, ROI GLOBAL RETIREMENT FUND
and ROI HIGH YIELD PRIVATE PLACEMENT FUND and
ANY OTHER FUND MANAGED by ROI from time to time**

Applicants

- and -

**GANDI INNOVATIONS LIMITED
GANDI INNOVATIONS HOLDINGS LLC AND GANDI INNOVATIONS LLC**

Respondents



ORDER

THIS MOTION, made by Gandi Innovations Limited, Gandi Innovations Holdings LLC and Gandi Innovations LLC (collectively, the "**Gandi Companies**") for an order approving the sale process for all or substantially all of the assets of the Gandi Companies as a going concern and certain ancillary relief (as set out in greater detail below) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Hary Gandy sworn June 23, 2009 (the "**Gandy Affidavit**"), and the Third Report of the Monitor, filed, and on hearing the submissions of counsel for the Gandi Companies, BDO Dunwoody Limited in its capacity as Court-

appointed monitor (the "**Monitor**"), GCA Savvian Advisors, LLC ("**GCA Savvian**"), State Bank of India (Canada) ("**SBIC**"), Return on Innovation Capital Ltd. and TA Associates (as defined in the Gandy Affidavit), no one else appearing though properly served as appears from the Affidavit of Service, filed:

Service

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

Retention of GCA Savvian Advisors, LLC

2. **THIS COURT ORDERS** that the Gandy Companies are authorized to engage GCA Savvian in accordance with the engagement letter dated June 25, 2009 (the "**Engagement Letter**") a redacted version of which is attached hereto as **Schedule "A"** to assist in the marketing and sale of the Respondents' business, and the Engagement Letter be and is hereby approved.

3. **THIS COURT ORDERS** that in the conduct of its obligations under the Engagement Letter, GCA Savvian, its affiliates, partners, directors, employees, agents and controlling persons shall have no liability to any person including potential purchasers who participate in the Sale Process (as herein defined) or any creditors or shareholders of the Respondents save for any liability arising out of the gross negligence or wilful misconduct of GCA Savvian in performing its services under the

Engagement Letter.

Sale Process

4. **THIS COURT ORDERS** that the marketing and sale process for the Gandhi Companies' business (the "**Gandhi Business**") as described in the Gandhi Affidavit and substantially in accordance with the timelines set out in the Engagement Letter (the "**Sale Process**") be and is hereby approved, subject to any modifications agreed to by GCA Savvian and the Monitor.

5. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to carry out the Sale Process on behalf of the Gandhi Companies and to take such steps and execute such documentation on behalf of the Gandhi Companies as may be necessary or incidental to the Sale Process.

6. **THIS COURT ORDERS** that the Monitor is hereby authorized in its discretion and as deemed necessary or appropriate to use the services of Stikeman Elliott LLP, counsel for the Gandhi Companies, in the connection with the Sale Process, including, without limitation, for the purposes of preparing the form of term sheets and definitive agreements, provided that counsel for the Gandhi Companies will not discuss any matters with respect to the conduct of the Sales Process with the directors, officers, management or employees of the Gandhi Companies except with the prior permission and involvement of the Monitor.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Monitor and/or GCA Savvian may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Gandhi Business and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete a sale of the Gandhi Business (the "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Monitor, or in the alternative destroy all such information. The purchaser of the Gandhi Business shall be entitled to continue to use the personal information provided to it, and related to the Gandhi Business purchased, in a manner which is in all material respects identical to the prior use of such information by the Gandhi Companies, and shall return all other personal information to the Monitor, or ensure that all other personal information is destroyed.

GCA Charges

8. **THIS COURT ORDERS** that GCA Savvian shall be entitled to the benefit of and is hereby granted a charge (the "GCA Expenses Charge") on the property, assets, and undertaking of the Gandhi Companies as security for the expenses that may be incurred by GCA Savvian in performing its obligations under the Engagement Letter, which charge shall terminate if a Transaction is consummated.

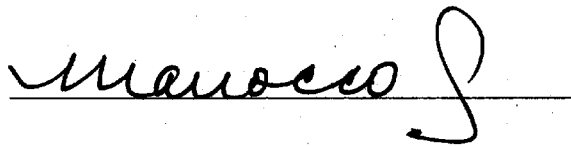
9. **THIS COURT ORDERS** that, in the event that a Transaction is consummated, GCA Savvian shall be entitled to the benefit of and is hereby granted a charge (the “**GCA Fee Charge**”) on the sale proceeds from the Transaction as security for payment of GCA Savvian’s fees and expenses under the Engagement Letter. For greater certainty, neither the GCA Fee Charge nor the GCA Expenses Charge will extend to any amounts owing to GCA Savvian as a result of any indemnification pursuant to the Engagement Letter or the indemnification agreement

10. **THIS COURT ORDERS** that the GCA Fee Charge and the GCA Expenses Charge, as applicable, shall rank immediately subordinate to the Administration Charge and ahead of all other charges provided for in the initial order of Justice Hoy dated May 8, 2009 (the “**Initial Order**”).

11. **THIS COURT ORDERS** that the Respondents or the Monitor, as applicable, are hereby authorized and directed to pay GCA Savvian’s fees and/or expenses as provided for in the Engagement Letter forthwith in priority to any distribution of any such proceeds to creditors whose claims rank junior to the Administration Charge (as detailed in paragraph 37 of the Initial Order), however, for greater certainty, nothing in this Order shall preclude the bringing of a motion for an interim distribution to SBIC of the Gandi Companies’ assets, other than any sale proceeds.

12. **THIS COURT REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to Section 17 of the CCAA) and the Federal

Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States, including, without limitation, the United States Bankruptcy Court of the Western District of Texas, and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

A handwritten signature in cursive script, appearing to read "Manocchio", is written over a horizontal line.

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

JUN 26 2009

PER / PAR:

A small, handwritten signature or initials in cursive script.

SCHEDULE "A"

GCA Savvian Advisors, LLC
1330 Avenue of the Americas
New York, NY 10019
(212) 999-7090 T



June 25, 2009

PERSONAL AND CONFIDENTIAL

Gandi Innovations Limited
Gandi Innovations Holdings LLC
Gandi Innovations LLC
c/o Hary Gandy
5975 Falbourne Street
Mississauga, ON L5R 3V8

Dear Mr. Gandy:

Pursuant to our recent discussions, I am pleased to confirm the understanding and agreement between GCA Savvian Advisors, LLC ("GCA Savvian" or "we") and Gandi Innovations Limited, Gandi Innovations Holdings LLC and Gandi Innovations LLC (together, the "Company" or "you") with respect to the engagement of GCA Savvian by the Company to act as its exclusive financial advisor in connection with a possible Transaction. For the purposes hereof, the term "Transaction" shall mean, whether in one or a series of transactions, the sale of all or substantially all of the assets of the Company or shares to, or a merger, business combination or other similar strategic transaction with, another company ("Acquirer"). A "Transaction" does not include a sale of assets of the Company by a liquidator or a restructuring of the Company that does not involve a sale. During the course of this engagement, GCA Savvian will report to and take instruction from BDO Dunwoody Limited (the "Monitor"), which will be conducting the sales process, and not from the Company.

1. Financial Advisory Services.

During the term of our engagement we will provide you and the Monitor with financial advice and assistance in connection with the Transaction, consistent with the Timeline and Responsibilities as outlined in Exhibit "A". Such advice and assistance shall include all services described in Exhibit "A", in addition to, as necessary and appropriate: (a) providing advice and recommendations on the appropriate structure, purchase price, terms and conditions of a Transaction; (b) marketing to and soliciting potential buyers of the opportunity, including assisting with the preparation of marketing information and assisting with the provision of diligence information to such potential buyers; (c) advising and assisting the Monitor in the negotiation of a Transaction, and, if requested, participating directly in such negotiations; (d) providing written and/or oral testimony with respect to the sale process as part of the CCAA proceeding; (e) report to the Monitor and its advisors with respect to its activities; and (f) performing such other investment banking and financial advisory services as GCA Savvian and the Company, in consultation with the Monitor, may from time to time agree upon in writing.

Any advice or opinions provided by GCA Savvian may not be disclosed or referred to publicly or to any third party (other than the Monitor), except (a) as required in the context of the CCAA proceedings (as defined in paragraph 6 below), (b) in accordance with our prior written consent, or (c) as otherwise may be required by law.

The Company also understands that GCA Savvian is not undertaking to provide any legal, accounting or tax advice in connection with our engagement hereunder.

2. Compensation.

The fees payable to GCA Savvian for the foregoing services shall be paid via wire transfer and shall be as follows:

Transaction Fee. If, during the term of this agreement or at any time within six months after the effective date of termination of this agreement, a Transaction is consummated or an agreement is entered into with respect to a Transaction and such Transaction is thereafter consummated, a Transaction Fee (as defined below) will be paid. The Transaction Fee, as determined with respect to each transaction, shall be due and payable no later than upon the initial closing of the Transaction, subject to any reserve with respect to any estimated fees not agreed to as outlined below.

In no event shall the aggregate Transaction Fee for all transactions be less than C\$500,000.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

Other. To the extent the Company pursues an alternative transaction, restructuring or liquidation during the term of this agreement that is not covered by the above fees (including, but not limited to, a minority investment in the Company, a debt-to-equity conversion or a sale of less than all of the assets of the Company), the Company

and GCA Savvian agree to negotiate a fee for such transaction in good faith based on then-prevailing industry practices, subject to the approval of the Monitor and the Court.

Tax. All payments under this letter shall be made without withholding or deduction of any tax, assessment or other governmental charge (collectively, "Tax") unless required by law. If the Company shall be required to deduct or withhold any Tax, or if any Tax is required to be paid by GCA Savvian solely on account of the services performed hereunder, the Company shall pay to GCA Savvian such additional amounts as shall be required so that the net amount received by GCA Savvian from the Company after such deduction, withholding or payment shall equal the amounts otherwise due to GCA Savvian under this letter.

3. Reimbursement of Expenses.

You also agree to reimburse us periodically, upon request, and upon termination of our services pursuant to this agreement for our reasonable expenses, including travel costs, document production and other expenses of this type as well as the reasonable fees of our attorneys and those of any other adviser retained by GCA Savvian, arising in connection with any matter referred to in this agreement; *provided* that GCA Savvian shall not engage counsel without the prior written consent of the Company, which consent shall not be unreasonably withheld, and *provided further* that the Company shall not be required to reimburse GCA Savvian for attorneys' fees incurred in connection with the negotiation of this letter. GCA Savvian estimates that expenses will not exceed C\$50,000 in the aggregate (the "Expense Estimate") during the course of this engagement. The Expense Estimate is based on a summary budget that has been submitted to and approved by the Monitor and the Company. GCA Savvian will seek the Company's and the Monitor's written approval before incurring expenses in excess of the Expense Estimate, which approval shall not be unreasonably withheld.

4. Indemnification; Independent Contractor.

Because GCA Savvian will be acting for the benefit of the Company in connection with our services pursuant to this agreement, the Company agrees to indemnify GCA Savvian and certain other persons as set forth in the indemnification agreement attached hereto and incorporated by reference. It is understood that GCA Savvian's responsibility to the Company is solely contractual in nature and that GCA Savvian does not owe the Company, or any other party, any fiduciary duty as a result of our engagement.

5. Information

The Company will assemble and make available or cause to be made available on a timely basis all information (financial or otherwise), data, documents, opinions, appraisals, valuations or other information and materials of whatsoever nature or kind respecting the Company, its subsidiaries and the Transaction that is in the Company's possession or control (collectively, the "Information", which term, as used herein, shall be interpreted in such a manner so that, where any statement included in previously delivered information has been modified or superseded, such term will mean such information as modified or superseded notwithstanding that a modifying or superseding statement does not expressly state that it has modified or superseded a prior statement) as GCA Savvian may reasonably require in carrying out its services hereunder. The Company also agrees to provide GCA Savvian with reasonable access to the directors, officers, employees, independent auditors, monitor, consultants and financial, legal and other professional advisors of the Company and its subsidiaries as GCA Savvian may reasonably require in performing its services hereunder.

To the extent that a Transaction involves any non-cash consideration, the Company will also make available to GCA Savvian on a timely basis all information (financial or otherwise), data, documents, opinions, appraisals, valuations and other information and materials of whatsoever nature or kind respecting the party offering such non-cash

consideration and its subsidiaries in the Company's possession or control (collectively, the "Third Party Information"), as GCA Savvian may reasonably require in carrying out its services hereunder.

The Company will advise GCA Savvian promptly of any material change or change in material facts of which it is aware, whether actual or contemplated, financial or otherwise, relating to the affairs of the Company, any third party involved in the Transaction, or any change in any material aspect of any of the information or representations provided to GCA Savvian or any other material change or material fact that might reasonably be considered material.

The Company agrees, subject to any confidentiality obligations, to furnish GCA Savvian with the names of all parties with which the Company has had discussions or contacts concerning a possible Transaction and to notify GCA Savvian promptly if any person contacts or approaches the Company or any of its directors, officers or employees in connection with a possible Transaction or an expression of interest therein.

6. CCAA Court Proceedings

The Company is subject to proceedings under the *Companies' Creditors' Arrangement Act* (the "CCAA"). The Company shall promptly apply for an order of the court supervising the CCAA proceedings in terms satisfactory to the Company and GCA Savvian (the "Sale Process Order") (1) approving this engagement and its terms, (2) securing all fees and expenses that at any time may be owing to GCA Savvian hereunder by a charge against the Gross Proceeds (with respect to the Transaction Fee) and against the Company's assets (with respect to expenses incurred in connection with this engagement, subject to the limitations in paragraph 3 above) ranking immediately subordinate to the Administration Charge granted by the CCAA court in the Initial Order, provided that such charges shall not secure the indemnity provided pursuant to the attached indemnification agreement; and (3) directing the Company to pay the fees and/or invoices payable hereunder to GCA Savvian forthwith upon receipt and in priority to any distribution of any such proceeds to creditors whose claims rank junior to the Administration Charge. Such order shall also declare that GCA Savvian, its affiliates, partners, directors, employees, agents and controlling persons have no liability with respect to any and all losses, claims damages or liabilities, of any nature or kind, to any person in connection with or as a result of either this engagement or any matter referred to in this letter except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of GCA Savvian in performing the engagement. The Company acknowledges that GCA Savvian shall be under no obligation to provide any services under this letter unless and until this letter is approved in its entirety by the Sale Process Order. GCA Savvian agrees that it will begin its duties under this letter once the Sale Process Order has been granted and agrees to cooperate with and assist the Company with respect to its application for the Sale Process Order. At the next hearing in the Company's Chapter 15 proceedings in the United States Bankruptcy Court for the Western District of Texas, the Monitor shall seek recognition of the Sale Process Order.

7. Publicity.

In the event of a public announcement or consummation of a Transaction, the Company agrees that GCA Savvian has the right to describe its services to the Company hereunder and to reproduce the Company's name and logo in GCA Savvian's advertisements, if any. If requested by GCA Savvian, the Company shall include a mutually acceptable reference to GCA Savvian in the press release (or other public announcement) made by the Company announcing a Transaction.

8. Term.

Our services hereunder may be terminated with or without cause on 7 days' prior written notice by you or by us at any time and without liability or continuing obligation to you or to us; provided that Sections 2 (Compensation), 3 (Reimbursement of Expenses – with respect to expenses incurred by GCA Savvian up to the date of termination), 4 (Indemnification; Independent Contractor), 6 (CCAA Court Proceedings), 7 (Publicity), 8 (Term) and 9 (Miscellaneous) shall survive the termination of this agreement. The Company shall only terminate this agreement with the consent of the Monitor.

9. Miscellaneous.

This agreement may not be assigned by either party without the prior written consent of the other party. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This agreement is solely for the benefit of GCA Savvian and the Company and is not intended to create rights or obligations of either party for the benefit of third parties, including without limitation the creditors of the Company. This agreement, together with the attached indemnification agreement, constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto. This agreement may not be amended except in writing signed by both of the parties, has been duly authorized and executed by each of the parties hereto and constitutes the legal and binding obligation of each such party. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without reference to the principles of conflicts of law. The parties agree to submit to the exclusive jurisdiction and venue of any court sitting in the Province of Ontario over any action, suit or proceeding arising out of or relating to this agreement (including the attached indemnification agreement). The parties waive any objection to the laying of venue of any such action brought in any court sitting in the Province of Ontario and any claim that any such action has been brought in an inconvenient forum. The parties agree that a final judgment in any such action brought in any such court shall be conclusive and binding upon the parties and may be enforced in any other court having jurisdiction over the parties by suit upon such judgment. GCA Savvian and the Company (on its own behalf and, to the extent permitted by law, on behalf of its shareholders) each waives any right to trial by jury in any action, claim, suit or proceeding with respect to GCA Savvian's engagement as financial advisor or its role in connection herewith.

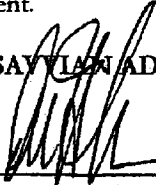
GCA Savvian Advisors, LLC
1330 Avenue of the Americas
New York, NY 10019
(212) 999-7090 T



If the terms of our engagement as set forth in this agreement are satisfactory, please sign the enclosed copy of this letter agreement and the attached indemnification agreement and return them to us. This agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same instrument.

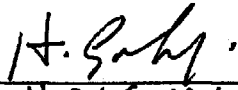
We look forward to working with you on this important engagement.

GCA SAVVIAN ADVISORS, LLC

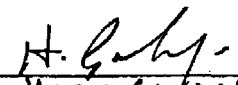
By: 
Name: Ira H. Cohen
Title: Managing Director

The Company hereby engages GCA Savvian on the terms set forth above as of the Date First Written Above:

GANDI INNOVATIONS LIMITED

By: 
Name: HARRY GANDY
Title: C.E.O.

GANDI INNOVATIONS HOLDINGS LLC

By: 
Name: HARRY GANDY
Title: C.E.O.

GANDI INNOVATIONS LLC

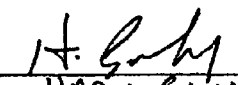
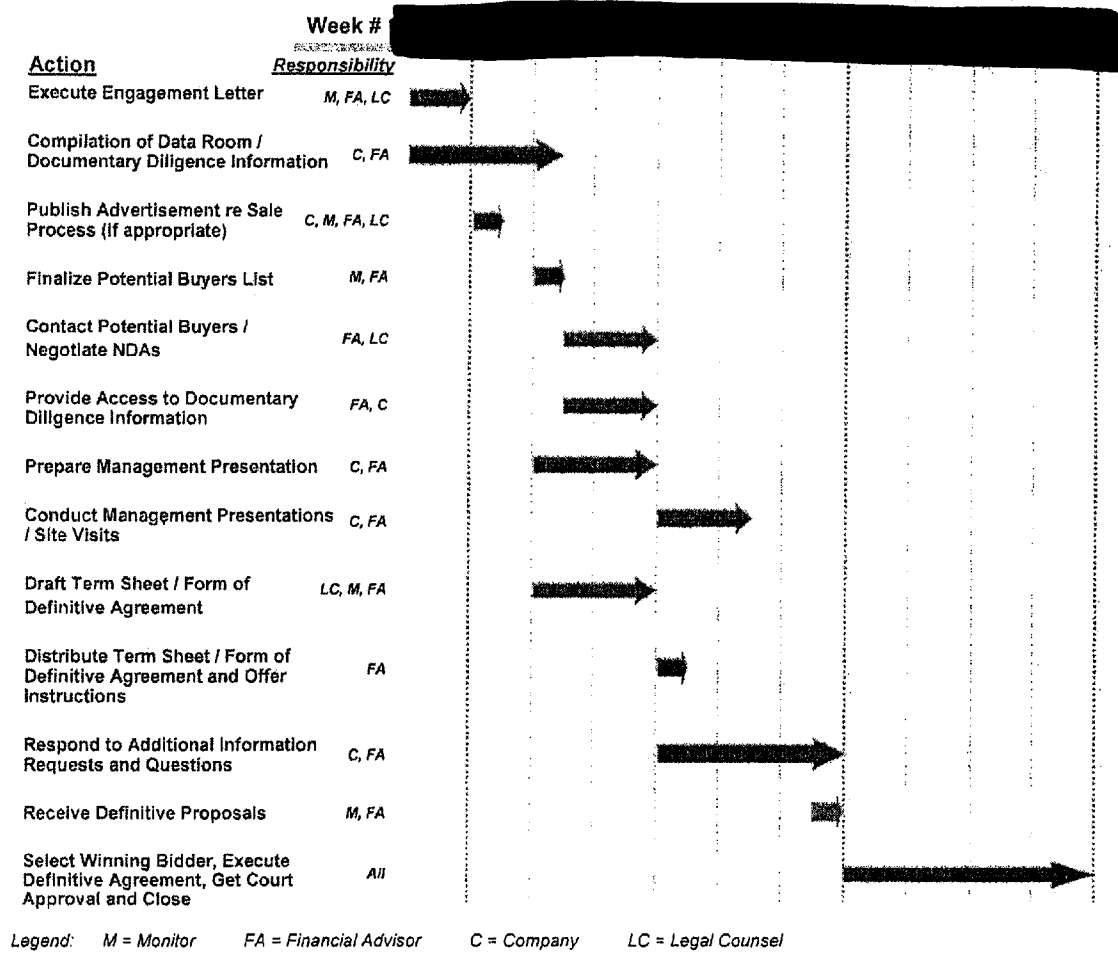
By: 
Name: HARRY GANDY
Title: C.E.O.

Exhibit A



Indemnification and Contribution

In consideration of the agreement of GCA Savvian Advisors, LLC ("GCA Savvian") to act on behalf of Gandi Innovations Limited, Gandi Innovations Holdings LLC and Gandi Innovations LLC (together, the "Company") pursuant to the letter agreement of even date herewith between GCA Savvian and the Company (the "Agreement"), the Company agrees to indemnify and hold harmless GCA Savvian, its affiliates and each of their respective affiliates, directors, shareholders, members, partners, interest holders, agents, representatives, advisers, consultants, employees and controlling persons (as defined in the Securities Act of 1933, as amended; each, an "Indemnified Person") from and against any losses, claims, damages, expenses and liabilities or actions in respect thereof (collectively, "Losses"), as they may be incurred, including all legal fees and other expenses incurred in connection with investigating, preparing, defending, paying, arbitrating, settling or compromising any Losses, whether or not in connection with any pending or threatened litigation in which any Indemnified Person is a named party or to which any of them may become subject (including in any settlement effected with the Company's consent, which shall not be unreasonably withheld) and which are related to or arise out of any act, omission, transaction or event contemplated by the Agreement. The Company will not, however, be responsible under the foregoing provision with respect to any Losses to the extent that a court of competent jurisdiction shall have determined by a final judgment that such Losses resulted from an Indemnified Person's willful misconduct, bad faith or gross negligence. Terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

If the indemnity referred to hereunder should be, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless for all Losses incurred by it, the Company shall pay to or on behalf of each Indemnified Person contributions for Losses so that each Indemnified Person ultimately bears only a portion of such Losses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand, and the Company, on the other hand, in connection with a Transaction or (ii) if the allocation referred to in clause (i) above is not permitted by applicable law, to reflect not only the relative benefits referred to in such clause but also the relative fault of each such Indemnified Person, respectively, and the Company as well as any other relevant equitable considerations; provided, however, that in no event shall the aggregate contribution of all Indemnified Persons to all Losses exceed the amount of fees actually received by GCA Savvian pursuant to the Agreement. The respective relative benefits received by the Indemnified Persons in the aggregate, on the one hand, and the Company, on the other hand, in connection with a Transaction shall be deemed to be in the same proportion as the aggregate fees actually paid to GCA Savvian under the Agreement bear to the Transaction Value or proposed Transaction Value for such Transaction. The relative fault of each Indemnified Person and the Company shall be determined by reference to, among other things, whether the actions or omissions to act were attributable to such Indemnified Person or the Company and their relative intent, knowledge, access to information and opportunity to correct or prevent such actions or omissions to act.

The Company agrees that no Indemnified Person shall have any liability to the Company or any of its affiliates, shareholders, interest holders, directors, officers, members, partners, employees, agents, representatives or advisers directly or indirectly related to or arising out of the Agreement, except Losses incurred by the Company that a court of competent jurisdiction shall have determined by a final judgment to have resulted from such Indemnified Person's willful misconduct, bad faith or gross negligence. In no event, regardless of the legal theory advanced, shall any Indemnified Person be liable for any consequential, indirect, incidental or special damages of any nature.

Promptly after receipt by any Indemnified Person of notice of any pending or threatened litigation, such Indemnified Person shall promptly notify the Company in writing of such matter; provided, however, that the failure to so notify the Company shall not relieve the Company of any liability which it may have to any Indemnified Person except to the extent such failure shall have materially prejudiced the defense of such litigation. In the event any such action is brought against any Indemnified Person, the Company shall be entitled to participate therein and to assume the defense thereof, with counsel reasonably satisfactory to the Indemnified Person, unless, however, the Indemnified Person reasonably determines that the representation of such Indemnified Person and the Company by the same counsel would be inappropriate due to actual or potential differing interests between them, including situations in which there are one or more legal defenses available to the Indemnified Person that are different from or additional to those available to the Company. In such event, the Indemnified Person shall have the right to assume its own defense, with counsel reasonably satisfactory to the Company, and shall so indicate by promptly notifying the Company in writing of its decision. Such decision shall not relieve the Company of any liability which it may have to the Indemnified Person, including the reimbursement of any legal or other expenses incurred in connection with the Indemnified Person's defense; provided that in no event shall the Company be liable for the fees and expenses of more than one counsel (in addition to local counsel or counsel with specialized expertise) for all Indemnified Persons in connection with any action. The Company shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding arising out of or related to the Agreement, unless such settlement includes an express, complete release of such Indemnified Person from all liability as to all asserted or potential claims against the Indemnified Person.

The rights of the Indemnified Persons pursuant hereto shall be in addition to any rights that any Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs or personal representatives of any Indemnified Person and the Company. The provisions set forth in this agreement shall remain operative and in full force and effect regardless of (i) the completion by GCA Savvian of its services under the Agreement or (ii) any termination of the Agreement. This agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario, without regard to principles of conflicts of law.

GANDI INNOVATIONS LIMITED

By: H. Gandy
Name: HARY GANDY
Title: C.E.O.

GANDI INNOVATIONS HOLDINGS LLC

By: H. Gandy
Name: HARY GANDY
Title: C.E.O.

GANDI INNOVATIONS LLC

By: H. Gandy
Name: HARY GANDY
Title: C.E.O.

GCA SAVVIAN ADVISORS, LLC

By: [Signature]
Name: Ira H. Cohen
Title: Managing Director

RETURN ON INNOVATION CAPITAL LTD. as agent
for ROI9 FUND INC., ROI SCEPTRE CANADA
RETIREMENT FUND, ROI GLOBAL RETIREMENT
FUND and ROI HIGH YIELD PRIVATE PLACEMENT
FUND and ANY OTHER FUND MANAGED by ROI
from time to time

Applicants

and

GANDI INNOVATIONS LIMITED
GANDI INNOVATIONS HOLDINGS
LLC AND GANDI INNOVATIONS LLC

Respondents

Court File No: 09-CL-8172

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

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Tel: (416) 869-5529
Fax: (416) 947-0866

Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230
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Lawyers for the Respondents