

THE CATALYST CAPITAL GROUP INC.
Plaintiff

-and- BRANDON MOYSE et al.
Defendants

Court File No. CV-14-507120

-R. DiPucchio Sr Pl.

July 16, 2014 - J. Hopkins Sr. Moyse
- J. Mitchell Sr. West Face

This motion came before me today for an interim injunction and other interim ~~relief~~ relief pending the hearing of the interlocutory injunction which was fixed today to be heard on Thursday August 17 2014 for 3 hours. The parties have all come to a consent agreement regarding the order to be made on an interim basis only. I have reviewed the draft agreement between the parties. Regarding the request for a sealing order I am satisfied that same is required on an interim basis based on the principle set forth in Sierra Club of Canada 2002 3 C.C. 41.

Order to issue in accordance with the "Schedule A" attached to this endorsement and signed by me.

Firestone J.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

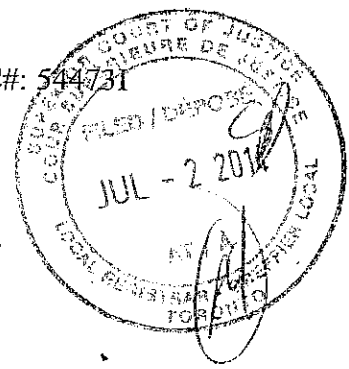
MOTION RECORD

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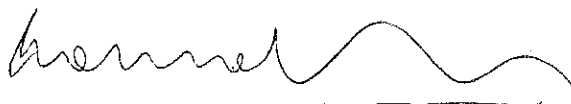
Lawyers for the Plaintiff



Schedule "A"

The Parties have agreed to the following interim terms up to and including August 7, 2014, the hearing of the Plaintiff's motion for injunctive relief:

1. An interim injunction pending the determination of an interlocutory injunction or until varied by further Order of this Court, enjoining the defendant Brandon Moyle ("Moyle") or anyone acting on his behalf or at his direction from using, misusing or disclosing any and all confidential and / or proprietary information, including all records, materials, information, contracts, policies, and processes of The Catalyst Capital Group Inc. ("Catalyst") and all confidential information and / or proprietary third party information provided to Catalyst;
2. An interim injunction, extending until an interlocutory injunction is determined or varied by further Order of this Court, enjoining Moyle from engaging in activities competitive to Catalyst, and requiring Moyle to comply fully with the restrictive covenants set forth in his Employment Agreement, dated October 1, 2012. Catalyst shall pay Moyle his West Face Capital Inc. ("West Face") salary throughout this period.
3. Moyle and the defendant West Face and its employees, directors and officers, shall preserve and maintain all records in their possession, power or control, whether electronic or otherwise, that relate to Catalyst, and / or relate to their activities since March 27, 2014, and / or that relate to or are relevant to any of the matters raised in this action, except as otherwise agreed to by Catalyst.
4. Moyle shall turn over any personal computer and electronic devices owned by Moyle or within his power or control (the "Devices") to his legal counsel, Grosman, Grosman & Gale LLP ("GGG") for the taking of a forensic image of the data stored on the Devices ("the Forensic Image"), to be conducted by a professional firm as agreed to between the Parties. The costs of such Forensic Imaging shall be sent to and borne by Catalyst. The Forensic Image shall be held in trust by GGG pending the outcome of the interlocutory motion.
5. Moyle shall, prior to the return of the interlocutory motion, deliver a sworn affidavit of documents to Catalyst, including copies of Schedule "A" documents, setting out all documents in his power, possession or control, that relate to his employment with Catalyst. Moyle agrees to advise whether any of the documents have been disclosed and the details of any disclosure.
6. The above terms are being agreed on to a without prejudice basis and shall not be voluntarily disclosed by the parties. The Parties are agreed and request that the Court hearing the interlocutory motion shall not consider or draw any inferences from the terms of this Consent Order.
7. The court file in this matter shall be sealed pending the outcome of the interlocutory relief motion.
8. Costs shall be reserved to the judge hearing the interlocutory motion.



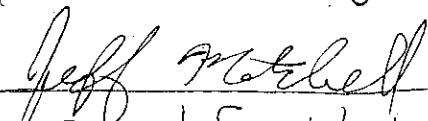
Rocco D. Pucchio
Counsel for Catalyst



Jeff Hopkins
Counsel to Brandon Moyle

Approve


Firestone J.


Counsel for West Face Capital Inc.