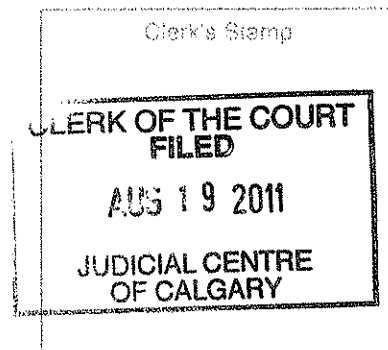


COURT FILE NO.: 1101-10212  
COURT Court of Queen's Bench of Alberta  
JUDICIAL CENTRE Calgary  
APPLICANT(S) **ROLL TIDE SOLUTIONS INC.**  
RESPONDENT(S) **LAYER 10 SOLUTIONS INC.**



**AND IN THE MATTER OF THE RECEIVERSHIP OF LAYER 10 SOLUTIONS INC.**  
DOCUMENT **CONSENT ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Gowling Lafleur Henderson LLP  
1400, 700 2nd Street SW  
Calgary, AB T2P 4V5  
Telephone (403) 298-1000  
Facsimile (403) 263-9193  
File No. T985495  
**Attention: Craig McMahon**

DATE ON WHICH ORDER WAS PRONOUNCED: August 18, 2011

LOCATION OF HEARING: Calgary Courts Centre  
Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Justice Stevens

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**UPON THE APPLICATION** or Roll Tide Solutions Inc. ("Roll Tide"). for an order allowing Hardie and Kelly Inc., the Receiver /Manager (the "Receiver") of Layer 10 Solutions Inc.. ("Layer 10") to engage the services of Joe Franklin to assist in the collection of monies owed to Layer 10 from Layer 10's customers (the "Accounts Receivables"), including those located in Cuba ("the Cuban Receivables"), **AND UPON** noting the consent of the

Solicitors for Eion Inc. and Eion Wireless Inc. ; **AND UPON** noting that such engagement does not restrict the Receiver from terminating such engagement nor restricts the Receiver from engaging the services of other persons including representatives of Eion Inc. ("Eion") or Eion Wireless Inc. ("Eion Wireless"); **AND UPON** being referred to the Order of Justice P.R. Jeffrey dated August 3, 2011 (the "Order") in the within Action,

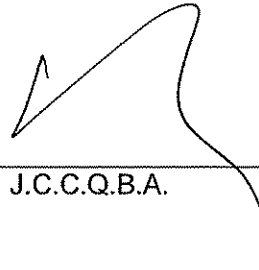
**IT IS HEREBY ORDERED THAT:**

1. The Receiver may retain Joe Franklin and/or Roll Tide to act as an agent for the Receiver to collect the Accounts Receivable of Layer 10 including the Cuba Receivables for a period not to exceed 6 months following which the Receiver may at its discretion extend its engagement of Joe Franklin and or Roll Tide on notice to all parties.
2. The Receiver may retain and instruct any other individuals or corporations including Eion and Eion Wireless and their representatives to take steps and act as agent for the Receiver to collect the Accounts Receivable of Layer 10 including the Cuban Receivables.
3. Joe Franklin, Roll Tide, Eion, Eion Wireless, and any representative of Eion, Roll Tide, Eion Wireless are restricted to compensation for collecting the Account Receivable on the following basis:
  - a) An hourly rate of \$35 for all work done in relation to collecting the Accounts Receivable including the Cuban Receivables;
  - b) A maximum amount of \$1,500 per month, inclusive of expenses, provided however that the Receiver may increase such amount by no more than \$500 upon proof of additional costs expended for collection purposes unless otherwise ordered by the Court;
  - c) Monthly invoices are to be submitted to the Receiver for payment by the end of the first week after the month collection work occurred and all invoices shall include a time record to support the hourly charge with a

description of the work. Copies of all receipts are required for reimbursement of expenses incurred by any person or entity;

- d) If the aforementioned parties are present in Cuba and conducting their own business in addition of the collection of the Cuban Receivables, expenses shall only be allowed to a proportionate amount related to the work performed in the collection of the Cuban Receivables; and
  - e) The \$1,500 per month includes both the hourly wage and the compensation all expenses including travel to and from Cuba.
4. The Receiver is not limited in terms of entering into a contract with any person or entity for collection services of the Accounts Receivable.
  5. Notwithstanding any provision contained in the within Order, there is no prejudice to the Receiver in pursuing the Counterclaim against Roll Tide and Joe Franklin, in the within Action, nor shall there be any prejudice to Eion and Eion Wireless in pursuing any claim against Roll Tide and/or Joe Franklin despite having consented to the within Order.
  6. No person or entity may meet with any representative of a Cuban corporation, Cuban Government Ministry or Cuban bank relating to the Cuban Receivables without first advising the Receiver and obtaining its authorization ahead of the planned meeting thereby allowing the Receiver an opportunity to ensure there is no duplication of efforts that could negatively affect the collection of the Cuban Receivables.
  7. The Receiver may retain and direct the services of more than one person or entity to act in concert and at the same time to collect the Accounts Receivable.
  8. Any interested party may apply to this Court on notice to all other parties to vary any term or terms of this Order.

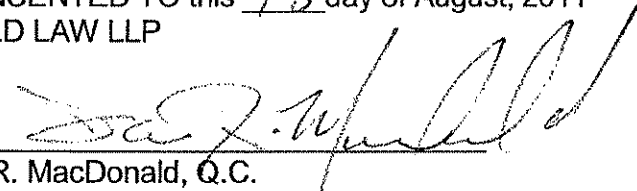
9. This Order may be consented to by facsimile and counterpart.



A handwritten signature in black ink, consisting of a series of loops and a long tail, positioned above a horizontal line.

J.C.C.Q.B.A.

CONSENTED TO this 18 day of August, 2011  
FIELD LAW LLP

Per:   
Ian R. MacDonald, Q.C.  
Solicitors for Eion Inc. and Eion Wireless Inc.

APPROVED AS TO CONTENT AND FORM this  
\_\_\_ day of August, 2011  
McCarthy Tetrault LLP

Per: \_\_\_\_\_  
Walker MacLeod  
Solicitors for the Receiver/Manager for Layer 10  
Solutions Inc., Hardie & Kelly Inc.

9. This Order may be consented to by facsimile and counterpart.

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J.C.C.Q.B.A.

CONSENTED TO this \_\_\_\_ day of August, 2011  
FIELD LAW LLP

Per: \_\_\_\_\_  
Ian R. MacDonald, Q.C.  
Solicitors for Eion Inc. and Eion Wireless Inc.

APPROVED AS TO CONTENT AND FORM this  
18 day of August, 2011  
McCarthy Tetrault LLP

Per:   
Walker MacLeod  
Solicitors for the Receiver/Manager for Layer 10  
Solutions Inc., Hardie & Kelly Inc.