

Clerk's Stamp:

COURT FILE NUMBER BK NO: 25-1642764
COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE CALGARY
PROCEEDING IN THE MATTER OF THE BANKRUPTCY OF POYNT CORPORATION
DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8th Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: Trevor Batty
Phone Number: (403) 260-0263
Fax Number: (403) 260-0332
Email Address: tbatty@bdplaw.com
File No. 58297-53

AFFIDAVIT OF ANDREW OSIS
Sworn on September 13, 2012.

I, ANDREW OSIS, of the City of Calgary, in the Province of Alberta, Businessman, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Executive Officer of Poynt Corporation (the "**Applicant**") and as such I have personal knowledge of the matters hereinafter deposed to except where stated to be based upon information and belief, in which case I believe the same to be true.
2. I swore and Affidavit in these proceedings on September 10, 2012 (the "**September 10 Osis Affidavit**"). I repeat and rely on the facts contained therein. Capitalized terms not otherwise defined in this Affidavit shall bear the meaning set out in the September 10 Osis Affidavit.
3. In order to continue to work towards the formulation and filing of a Proposal, the Applicant requests an extension of the stay to September 24, 2012, as permitted under s. 50.4(9) of the BIA at that time it is expected that further financing negotiations will have been completed.

4. To the best of my knowledge, information and belief, none of the Applicant's creditors will be materially prejudiced if the Court grants the extension the Applicant is seeking.
5. Based upon my review of the finances of the Applicant, and the cash flow projection prepared by the Applicant with the assistance of the NOI Trustee, it is apparent that the Applicant is in immediate need of additional interim financing in order to carry out its restructuring under the BIA. Most urgently, the additional interim financing is required in order to allow the Applicant to fund its payroll obligations that have accrued and are payable on September 15, 2012. That cash flow projection is attached as **Exhibit "A"**.
6. I understand that Ian Wild, 986992 Alberta Ltd. And Pinnacle Capital Markets Ltd. are prepared to provide interim financing on a debtor-in-possession basis in the amount of \$50,000.00, (the "**Third DIP Financing**"). The Third DIP Financing is conditional upon it being secured and protected by a priority charge pursuant to 50.6 of the BIA, with a priority ranking as follows:
 - (a) first, the Administration Charge created by the Order granted by this Honourable Court in these proceedings on July 30, 2012 (the "**July 30 Order**");
 - (b) second, the Second DIP Lender's Charge created by the Order granted by this Honourable Court in these proceedings on August 15, 2012, as amended by the Order granted August 30, 2012;
 - (c) third, the security held by Intertainment Media Inc.;
 - (d) fourth, the Third DIP Lender's Charge and the DIP Lender's Charge created by the July 30 Order (the "**Initial DIP Lender's Charge**"); and
 - (e) fifth, the security interest of other creditors of the Applicant, if any.

Attached as **Exhibit "B"** is a true copy of the agreements outlining the terms of the Third DIP Financing.

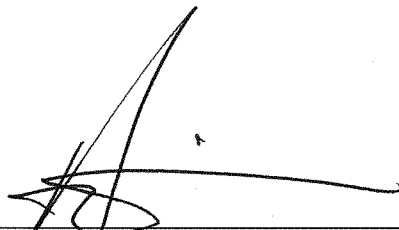
7. The Third DIP Financing is within the limit of the Consent and Waiver for further financing previously executed by BlueCrest Re-Insurance Company Ltd., the Initial DIP Lender.
8. If the Third DIP Financing is approved, the Applicant will be able to continue its restructuring and will be able to present a viable Proposal to its creditors in the near future.

9. I make this affidavit in support of the application of the Applicant for an Order permitting interim debtor-in-possession financing on terms to be presented to this Honourable Court and the extension of the stay of proceedings.

SWORN BEFORE ME at the City of Calgary, in)
the Province of Alberta this 13th day of)
September, 2012.)



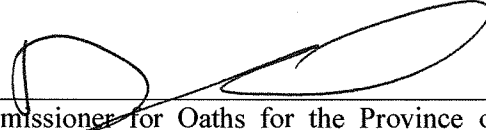
A Commissioner for Oaths in and for the Province)
of Alberta)



ANDREW OSIS

DOUG S. NISHIMURA
Barrister and Solicitor

This is Exhibit "A" referred to in the affidavit of Andrew Osis, sworn before me on September 13, 2012.

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a long, sweeping horizontal stroke that ends in a small loop.

A Commissioner for Oaths for the Province of
Alberta

DOUG S. NISHIMURA
Barrister and Solicitor

Poynt Corporation
Cash Flow Forecast
for the period
September 10 - September 24, 2012
(unaudited)

	<u>Week ending</u> <u>Sep-16</u>	<u>Week ending</u> <u>Sep-24</u>	<u>Total</u>
<u>RECEIPTS</u>			
Receivable Collection	\$ 46,000	\$ 5,000	\$ 51,000
DIP Financing	50,000		50,000
	<u>96,000</u>	<u>5,000</u>	<u>101,000</u>
<u>DISBURSEMENTS</u>			
Data Costs	-	-	-
Finance Lease	-	-	-
Payroll	108,833	-	108,833
Benefits/parking/business tax	-	-	-
Consultants	33,996	-	33,996
Investor/Public relations	500	1,500	2,000
Rent	-	-	-
Internet	-	-	-
Miscellaneous	3,500	6,200	9,700
Selling Expenses	-	1,000	1,000
Insurance	-	4,000	4,000
Restructuring Fees	-	-	-
Professional Fees	-	-	-
Total disbursements	<u>146,829</u>	<u>12,700</u>	<u>159,529</u>
Net cash flow	(50,829)	(7,700)	(58,529)
Opening cash	<u>73,477</u>	<u>22,648</u>	<u>73,477</u>
Closing cash	<u>\$22,648</u>	<u>\$14,948</u>	<u>\$14,948</u>

Please refer to accompanying assumptions set out on schedule A

This is Exhibit "B" referred to in the affidavit of Andrew Osis, sworn before me on September 13, 2012.

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a horizontal line and a large, stylized 'S'.

A Commissioner for Oaths for the Province of Alberta

DOUG S. NISHIMURA
Barrister and Solicitor

PINNACLE CAPITAL MARKETS LTD.

September 13, 2012

Poynt Corporation

Suite 700, 5940 Macleod Trail SW
Calgary, AB T2H 2G4

Attention: Mr. Andrew Osis, CEO

Dear Sirs:

Re: DIP Financing Facility

Poynt Corporation, an Alberta corporation (the "**Company**") has advised Pinnacle Capital Markets Ltd., an Ontario corporation (the "**Lender**") that:

- (a) the Company has filed a Notice of Intention to Make a Proposal (the "**Proposal Proceedings**") under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"); and
 - (b) the Company needs a debtor-in-possession loan facility (the "**DIP Facility**") in the amount of CDN\$20,000 for general working capital purposes in connection with its operations during the pendency of the Proposal Proceedings. The Lender is pleased to advise you that the Lender is willing to provide the Company, as debtor-in-possession, with the DIP Facility, substantially on the terms and conditions set forth in the Outline of Terms and Conditions attached hereto as Exhibit A (the "**Term Sheet**"). The obligations of the Company under the DIP Facility will be secured by liens on, and security interests in, all now owned or hereafter acquired assets of the Company, including, without limitation, all accounts receivable, inventory, equipment, general intangibles, intellectual property, real property and all other assets of the Company (including licence agreements and any cash flow or royalty streams resulting or cash flow from any such agreements) with the priority of such liens and security interests set forth in the Term Sheet. For clarity, the Lender's security interest will include all patents and patents pending. The Lender's obligation to provide the DIP Facility shall be subject in all respects to satisfaction of, among other things, the terms and conditions contained in this letter (the "**Commitment Letter**") and in the Term Sheet.
2. The Lender understands that, pursuant to the BIA and the applicable rules thereunder, the Proposal Proceedings and the DIP Facility require the approval of, and entry of an order by, the Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (the "**Bankruptcy Court**") having jurisdiction over the Proposal Proceedings, which order shall be, in respect of the DIP Facility, in a form and substance satisfactory to the Lender (the "**Approval Order**").
 3. By its execution hereof and its acceptance of this Commitment Letter, the Company agrees to indemnify and hold harmless the Lender, any other entity that becomes a lender as contemplated by the Term Sheet and each of their respective assignees and affiliates and their respective directors, officers, employees and agents (each, an "**Indemnified Party**") from and against any and all losses, claims, damages, liabilities or other expenses to which such Indemnified Party may become subject, insofar as such losses, claims, damages, liabilities (or actions or other proceedings commenced or threatened in respect thereof) or other expenses arise out of or in any way relate to or result from, this Commitment Letter or the extension of the DIP Facility

contemplated by this Commitment Letter, any other documentation hereafter provided, the negotiation, preparation, execution or delivery of, any of the foregoing, or the Proposal Proceedings, or in any way arise from any use or intended use of this Commitment Letter or the proceeds of the DIP Facility, other than for any breaches by the Indemnified Party of this Commitment Letter, the formal documents entered into by the Indemnified Party regarding the DIP Facility or any other documents contemplated hereunder, and other than any of the Indemnified Party's acts of negligence or wilful misconduct and the Company agrees to reimburse each such Indemnified Party for any legal or other expenses incurred in connection with investigating, defending or participating in any such loss, claim, damage, liability or action or other proceeding (whether or not such Indemnified Party is a party to any action or proceeding out of which indemnified expenses arise), but excluding therefrom all expenses, losses, claims, damages and liabilities which are finally determined in a non-appealable decision of a court of competent jurisdiction to have resulted solely from the negligence or willful misconduct of such Indemnified Party. In the event of any litigation or dispute involving this Commitment Letter, the DIP Facility, formal documents entered into by the Indemnified Party regarding the DIP Facility or any other documents contemplated hereunder, the Lender shall not be responsible or liable to the Company, or any other person or entity for any special, indirect, consequential, incidental or punitive damages. The obligations of the Company under this paragraph shall remain effective whether or not the transactions contemplated in this Commitment Letter are consummated or the DIP Facility is provided or the transactions contemplated thereby are consummated and notwithstanding any termination of this Commitment Letter.

4. The Lender's willingness to advance funds under the DIP Facility is subject to:
 - (a) the negotiation, execution and delivery of any documentation requested by the Lender in form and substance satisfactory to the Lender and its counsel including, but not limited to, the form and substance of the Approval Order;
 - (b) the satisfaction of the Lender that since the date of this Commitment Letter there has not occurred or become known to the Lender any material adverse change with respect to the condition, financial or otherwise, business, operations, assets, liabilities or prospects of the Company, as determined by the Lender in its sole discretion (a "**Material Adverse Change**"); and
 - (c) satisfaction of the conditions set forth in the Term Sheet.
5. If at any time the Lender shall determine (in its sole and absolute discretion) that either:
 - (a) the Company will be unable to fulfill any condition set forth in this Commitment Letter or in the Term Sheet; or
 - (b) any Material Adverse Change has occurred;the Lender may terminate this Commitment Letter by giving notice thereof to the Company.
6. The Company represents and warrants that to the best of its knowledge and belief that:
 - (a) all written information and other materials concerning the Company (collectively, the "**Information**") which has been, or is hereafter, made available by, or on behalf of the Company at the time so represented was, is, or when delivered will be, when considered as a whole, complete and correct in all material respects and does not, or will not when

delivered, contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statement has been made; and

- (b) to the extent that any such Information contains projections, such projections were prepared in good faith on the basis of:
 - (i) assumptions, methods and tests stated therein which are believed by the Company to be reasonable; and
 - (ii) information believed by the Company to have been accurate based upon the information available to the Company at the time such projections were furnished to the Lender. The Company agrees that if at any time prior to the Closing Date (as set forth in the Term Sheet), any of the representations in the preceding sentence would be incorrect in any material respect if the information and projections were being furnished, or such representations were being made, at such time, then the Company will promptly supplement, or cause to be supplemented, the information and projections so that such representations will be correct in all material respects under those circumstances.
7. This Commitment Letter is delivered to the Company upon the condition that, prior to its acceptance, neither the existence of this Commitment Letter nor the Term Sheet, nor any of their contents, shall be disclosed by the Company, except as may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by law (including as may be required by the Bankruptcy Court or as required pursuant to the Company's continuous disclosure obligations under the relevant securities legislation) or, on a confidential and "need to know" basis, solely to the directors, officers, employees, advisors and agents of the Company. In addition, the Company agrees that (other than as required by the Bankruptcy Court or applicable law) it will obtain the prior approval of the Lender before releasing any public announcement in which reference is made to the Lender or to the commitment contained herein.
8. Unless agreed to by the Company in writing, this Commitment Letter shall expire at 4:30 p.m. (Mountain Time) on September 13, 2012.
9. Should the terms and conditions of the offer contained herein meet with your approval, please indicate your acceptance by signing and returning a copy of this Commitment Letter to the Lender.

10. This Commitment Letter, including the attached Term Sheet:

- (a) supersedes all prior discussions, agreements, commitments, arrangements, negotiations or understandings, whether oral or written, of the parties with respect thereto,;
- (b) shall be governed by the laws of the Province of Alberta;
- (c) shall be binding upon the parties and their respective successors and assigns;
- (d) may not be relied upon or enforced by any other person or entity; and
- (e) may be signed in multiple counterparts and delivered by facsimile or electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Very truly yours,

Pinnacle Capital Markets Ltd.

Per:  (SPYROS KARELLAS
PRESIDENT & CEO)

Agreed and accepted on this 13 day of September, 2012

Poynt Corporation

Per: 

Poynt Corporation

Outline of Terms and Conditions

This Outline of Terms and Conditions is part of the Commitment Letter, dated September 13, 2012 (the "**Commitment Letter**") addressed to Poynt Corporation ("**Borrower**") by Pinnacle Capital Markets Ltd., an Ontario corporation (hereinafter referred to as the "**Lender**") and is subject to the terms and conditions of the Commitment Letter. Capitalized terms used herein shall have the meanings set forth in the Commitment Letter unless otherwise defined herein.

Borrower: Poynt Corporation, as a debtor-in-possession in the Proposal Proceedings.

Lender: Pinnacle Capital Markets Ltd.

DIP Facility: The DIP Facility shall provide for a committed term loan of CDN\$20,000 (the "**Loan**") from the Closing Date, as defined below, to the expiry of the term, provided that at the time of the making the Loan, no default or event of default under the DIP Facility shall exist or be continuing.

DIP Facility Fee: As consideration for the Lender entering into the Commitment Letter, the Borrower will issue 80,000 common shares of the Borrower to the Lender as soon as practicable following the Closing Date, subject to receipt of all required regulatory approvals, including the approval of the TSX Venture Exchange. The common shares will be subject to applicable hold periods or restricted periods and resale restrictions imposed under applicable securities laws, including, but not limited to, a hold period of four months and one day following the date of issuance of the common shares as required under National Instrument 45-102 and the policies of the TSX Venture Exchange.

In order to receive the common shares, the Lender will need to provide documentation satisfactory to the Borrower evidencing that: (i) it is an "accredited investor", as such term is defined in National Instrument 45-106 (NI 45-106"), it was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" set forth in such definition in NI 45-106; and (ii) if it is resident in the United States, it is receiving the common shares pursuant to exemptions from the prospectus and registration requirements or equivalent requirements under applicable securities laws, including, but not limited to, an exemption from the registration requirements of the United States Securities Act of 1933, as amended.

Term: The Loan is repayable on demand by the Lender following an event of default. In any event, it will be repaid in full at the earliest of the following:

- (i) 12 months following the Closing Date;
- (ii) the date on which the Borrower completes all requirements of a Proposal that has been accepted by its creditors and approved by an Order of the Bankruptcy Court in the Proposal Proceedings; or
- (iii) the fifth business day following the date on which the stay of proceedings ordered in the Proposal Proceedings is terminated or lifted.

In the event of a repayment prior to the 12 month term, regardless of the reason, the Borrower shall be obligated to pay the Lender interest on the Loan based upon the interest amount that would have been paid had the Loan remained outstanding for the entire 12 month term.

Closing Date:

The DIP Facility shall close on the first date, which date shall not be later than September 14, 2012, on which (i) all requested loan documentation, in form and substance satisfactory to the Lender (the "**Loan Documents**"), have been executed by the Borrower and the Lender and all conditions precedent to the effectiveness of the DIP Facility have been satisfied; and (ii) the Approval Order shall have been entered by the Bankruptcy Court (the "**Closing Date**").

Interest Rate:

The Loan shall bear interest at a base rate of 20%.

Use of Proceeds:

Subject to compliance with the covenants set forth in the credit agreement governing the DIP Facility, the Borrower may access the cash collateral account as needed in the ordinary course of business.

Collateral:

All obligations of the Borrower to the Lender shall be: (i) entitled to a super-priority charge under s. 50.6(3) of the BIA (the "**DIP Charge**"), subject only to (a) the payment of professional fees and disbursements incurred by the Borrower as approved by the Bankruptcy Court (the "**Administration Charge**"); (b) the security held by the Borrower's current senior secured creditor, Gris Gris, LLC (the "**Gris Gris Security**"); and, (c) the security held by the Borrower's current senior secured creditor, Intertainment Media Inc. (the "**Intertainment Security**") (ii) secured by a security interest in and lien on all now owned or hereafter acquired assets and property, real and personal, tangible or intangible, of the Borrower, including, without limitation, all accounts receivable, inventory, property, plant and equipment, intellectual property, real estate, leasehold interests, avoidance actions, and all of the stock of each subsidiary of the Borrower. The security interests in and liens on all assets and property of the estate of the Borrower shall be subject to the Administrative Charge, the Gris Gris Security, the Intertainment Security and any permitted liens as determined by the Lender (the "**Permitted Liens**").

All borrowings by the Borrower, the Expenses of the Lender and all other obligations owed to the Lender under the DIP Facility shall be

secured as described above and shall be charged to the cash collateral account to be established under the DIP Facility.

Conditions:

The obligation of the Lender to make any loans under the DIP Facility will be subject to customary conditions precedent, including, without limitation, the following special conditions precedent:

- (i) any required loan documents shall have been executed and delivered by the Borrower and the Lender, and the conditions precedent contained therein shall have been satisfied in a manner satisfactory to the Agents and the Lender.
- (ii) no Material Adverse Change shall have occurred since the date of the Commitment Letter, and any audit opinion containing a going concern statement shall not be deemed a Material Adverse Change.
- (iii) no default or event of default shall exist under the loan documents.
- (iv) the Approval Order shall have been entered by the Bankruptcy Court no later than September 14, 2012. The Approval Order shall provide that the liens granted in favour the Lender shall have the priority set forth in the "Collateral" section of this Outline of Terms and Conditions.
- (vii) the Lender shall be satisfied in their reasonable discretion with the Borrower's having required governmental and third party approvals, consents, licenses and permits to conduct their business and to borrow under the DIP Facility.

Events of Default:

An Event of Default under the DIP Facility shall occur if: (i) the Proposal Proceedings are dismissed or, without the prior written consent of the Lender, converted to a Receivership or Bankruptcy; (ii) the Bankruptcy Court grants a superpriority claim, other than the Administration Charge, the Gris Gris Security and the Intertainment Security, that is senior to or *pari passu* with the DIP Charge; (iii) the Approval Order is stayed, amended or modified in a manner materially adverse to the Lender, reversed or vacated; (iv) a Proposal is confirmed in the Proposal Proceedings which does not provide for termination of the commitment under the DIP Facility and payment in full in cash of the Borrower's obligations thereunder; (v) the Borrower takes any action, including the filing of an application, in support of any of the foregoing, or any person or entity other than the Borrower does so, and any such application is not contested in good faith by the Borrower and the relief requested in such application is granted in an order that is not stayed pending appeal; or (vi) the Bankruptcy Court enters an order granting relief from the automatic stay under the Proposal Proceedings to the holder of any security interest in any asset of the Borrower.

Governing Law:

All documentation in connection with the DIP Facility shall be governed by the laws of the Province of Alberta.

Assignments and Participations:

The Lender may sell or assign to one or more other persons their loans or commitments under the DIP Facility, and participations in their loans and commitments under the DIP Facility, in each case without the consent of the Borrower.

Expenses:

Subject to Section 3 and 5 of the Commitment Letter, the Borrower shall reimburse the Lender for all of the Lender's out-of-pocket costs and expenses relating to this financing transaction, and the transactions contemplated thereby and the Proposal Proceedings, including solicitor-client fees and disbursements.

Separate and apart from the Expenses noted above, any and all expenses incurred by the Lender in connection with the enforcement of the terms of the Commitment Letter, its security or in connection with recovering amounts lent pursuant to the DIP Facility shall form part of the principal obligations of the Borrower and shall be subject to the DIP Charge.

986992 ALBERTA LTD.

September 13, 2012

Poynt Corporation

Suite 700, 5940 Macleod Trail SW
Calgary, AB T2H 2G4

Attention: Mr. Andrew Osis, CEO

Dear Sirs:

Re: DIP Financing Facility

Poynt Corporation, an Alberta corporation (the "**Company**") has advised 986992 Alberta Ltd., an Alberta corporation (the "**Lender**") that:

- (a) the Company has filed a Notice of Intention to Make a Proposal (the "**Proposal Proceedings**") under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"); and
 - (b) the Company needs a debtor-in-possession loan facility (the "**DIP Facility**") in the amount of CDN\$10,000 for general working capital purposes in connection with its operations during the pendency of the Proposal Proceedings. The Lender is pleased to advise you that the Lender is willing to provide the Company, as debtor-in-possession, with the DIP Facility, substantially on the terms and conditions set forth in the Outline of Terms and Conditions attached hereto as Exhibit A (the "**Term Sheet**"). The obligations of the Company under the DIP Facility will be secured by liens on, and security interests in, all now owned or hereafter acquired assets of the Company, including, without limitation, all accounts receivable, inventory, equipment, general intangibles, intellectual property, real property and all other assets of the Company (including licence agreements and any cash flow or royalty streams resulting or cash flow from any such agreements) with the priority of such liens and security interests set forth in the Term Sheet. For clarity, the Lender's security interest will include all patents and patents pending. The Lender's obligation to provide the DIP Facility shall be subject in all respects to satisfaction of, among other things, the terms and conditions contained in this letter (the "**Commitment Letter**") and in the Term Sheet.
2. The Lender understands that, pursuant to the BIA and the applicable rules thereunder, the Proposal Proceedings and the DIP Facility require the approval of, and entry of an order by, the Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (the "**Bankruptcy Court**") having jurisdiction over the Proposal Proceedings, which order shall be, in respect of the DIP Facility, in a form and substance satisfactory to the Lender (the "**Approval Order**").
 3. By its execution hereof and its acceptance of this Commitment Letter, the Company agrees to indemnify and hold harmless the Lender, any other entity that becomes a lender as contemplated by the Term Sheet and each of their respective assignees and affiliates and their respective directors, officers, employees and agents (each, an "**Indemnified Party**") from and against any and all losses, claims, damages, liabilities or other expenses to which such Indemnified Party may become subject, insofar as such losses, claims, damages, liabilities (or actions or other proceedings commenced or threatened in respect thereof) or other expenses arise out of or in any way relate to or result from, this Commitment Letter or the extension of the DIP Facility

contemplated by this Commitment Letter, any other documentation hereafter provided, the negotiation, preparation, execution or delivery of, any of the foregoing, or the Proposal Proceedings, or in any way arise from any use or intended use of this Commitment Letter or the proceeds of the DIP Facility, other than for any breaches by the Indemnified Party of this Commitment Letter, the formal documents entered into by the Indemnified Party regarding the DIP Facility or any other documents contemplated hereunder, and other than any of the Indemnified Party's acts of negligence or wilful misconduct and the Company agrees to reimburse each such Indemnified Party for any legal or other expenses incurred in connection with investigating, defending or participating in any such loss, claim, damage, liability or action or other proceeding (whether or not such Indemnified Party is a party to any action or proceeding out of which indemnified expenses arise), but excluding therefrom all expenses, losses, claims, damages and liabilities which are finally determined in a non-appealable decision of a court of competent jurisdiction to have resulted solely from the negligence or willful misconduct of such Indemnified Party. In the event of any litigation or dispute involving this Commitment Letter, the DIP Facility, formal documents entered into by the Indemnified Party regarding the DIP Facility or any other documents contemplated hereunder, the Lender shall not be responsible or liable to the Company, or any other person or entity for any special, indirect, consequential, incidental or punitive damages. The obligations of the Company under this paragraph shall remain effective whether or not the transactions contemplated in this Commitment Letter are consummated or the DIP Facility is provided or the transactions contemplated thereby are consummated and notwithstanding any termination of this Commitment Letter.

4. The Lender's willingness to advance funds under the DIP Facility is subject to:
 - (a) the negotiation, execution and delivery of any documentation requested by the Lender in form and substance satisfactory to the Lender and its counsel including, but not limited to, the form and substance of the Approval Order;
 - (b) the satisfaction of the Lender that since the date of this Commitment Letter there has not occurred or become known to the Lender any material adverse change with respect to the condition, financial or otherwise, business, operations, assets, liabilities or prospects of the Company, as determined by the Lender in its sole discretion (a "**Material Adverse Change**"); and
 - (c) satisfaction of the conditions set forth in the Term Sheet.
5. If at any time the Lender shall determine (in its sole and absolute discretion) that either:
 - (a) the Company will be unable to fulfill any condition set forth in this Commitment Letter or in the Term Sheet; or
 - (b) any Material Adverse Change has occurred;the Lender may terminate this Commitment Letter by giving notice thereof to the Company.
6. The Company represents and warrants that to the best of its knowledge and belief that:
 - (a) all written information and other materials concerning the Company (collectively, the "**Information**") which has been, or is hereafter, made available by, or on behalf of the Company at the time so represented was, is, or when delivered will be, when considered as a whole, complete and correct in all material respects and does not, or will not when

delivered, contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statement has been made; and

- (b) to the extent that any such Information contains projections, such projections were prepared in good faith on the basis of:
 - (i) assumptions, methods and tests stated therein which are believed by the Company to be reasonable; and
 - (ii) information believed by the Company to have been accurate based upon the information available to the Company at the time such projections were furnished to the Lender. The Company agrees that if at any time prior to the Closing Date (as set forth in the Term Sheet), any of the representations in the preceding sentence would be incorrect in any material respect if the information and projections were being furnished, or such representations were being made, at such time, then the Company will promptly supplement, or cause to be supplemented, the information and projections so that such representations will be correct in all material respects under those circumstances.
7. This Commitment Letter is delivered to the Company upon the condition that, prior to its acceptance, neither the existence of this Commitment Letter nor the Term Sheet, nor any of their contents, shall be disclosed by the Company, except as may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by law (including as may be required by the Bankruptcy Court or as required pursuant to the Company's continuous disclosure obligations under the relevant securities legislation) or, on a confidential and "need to know" basis, solely to the directors, officers, employees, advisors and agents of the Company. In addition, the Company agrees that (other than as required by the Bankruptcy Court or applicable law) it will obtain the prior approval of the Lender before releasing any public announcement in which reference is made to the Lender or to the commitment contained herein.
8. Unless agreed to by the Company in writing, this Commitment Letter shall expire at 4:30 p.m. (Mountain Time) on September 13, 2012.
9. Should the terms and conditions of the offer contained herein meet with your approval, please indicate your acceptance by signing and returning a copy of this Commitment Letter to the Lender.

10. This Commitment Letter, including the attached Term Sheet:

- (a) supersedes all prior discussions, agreements, commitments, arrangements, negotiations or understandings, whether oral or written, of the parties with respect thereto,;
- (b) shall be governed by the laws of the Province of Alberta;
- (c) shall be binding upon the parties and their respective successors and assigns;
- (d) may not be relied upon or enforced by any other person or entity; and
- (e) may be signed in multiple counterparts and delivered by facsimile or electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Very truly yours,

986992 Alberta Ltd/

Per: _____


Agreed and accepted on this 13 day of September 2012

Poynt Corporation

Per: _____


Witness: _____


Poynt Corporation

Outline of Terms and Conditions

This Outline of Terms and Conditions is part of the Commitment Letter, dated September 13, 2012 (the "**Commitment Letter**") addressed to Poynt Corporation ("**Borrower**") by 986992 Alberta Ltd., an Alberta Corporation (hereinafter referred to as the "**Lender**") and is subject to the terms and conditions of the Commitment Letter. Capitalized terms used herein shall have the meanings set forth in the Commitment Letter unless otherwise defined herein.

Borrower: Poynt Corporation, as a debtor-in-possession in the Proposal Proceedings.

Lender: 986992 Alberta Ltd.

DIP Facility: The DIP Facility shall provide for a committed term loan of CDN\$10,000 (the "**Loan**") from the Closing Date, as defined below, to the expiry of the term, provided that at the time of the making the Loan, no default or event of default under the DIP Facility shall exist or be continuing.

DIP Facility Fee: As consideration for the Lender entering into the Commitment Letter, the Borrower will issue 40,000 common shares of the Borrower to the Lender as soon as practicable following the Closing Date, subject to receipt of all required regulatory approvals, including the approval of the TSX Venture Exchange. The common shares will be subject to applicable hold periods or restricted periods and resale restrictions imposed under applicable securities laws, including, but not limited to, a hold period of four months and one day following the date of issuance of the common shares as required under National Instrument 45-102 and the policies of the TSX Venture Exchange.

In order to receive the common shares, the Lender will need to provide documentation satisfactory to the Borrower evidencing that: (i) it is an "accredited investor", as such term is defined in National Instrument 45-106 (NI 45-106"), it was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" set forth in such definition in NI 45-106; and (ii) if it is resident in the United States, it is receiving the common shares pursuant to exemptions from the prospectus and registration requirements or equivalent requirements under applicable securities laws, including, but not limited to, an exemption from the registration requirements of the United States Securities Act of 1933, as amended.

Term: The Loan is repayable on demand by the Lender following an event of default. In any event, it will be repaid in full at the earliest of the following:

- (i) 12 months following the Closing Date;
- (ii) the date on which the Borrower completes all requirements of a Proposal that has been accepted by its creditors and approved by an Order of the Bankruptcy Court in the Proposal Proceedings; or
- (iii) the fifth business day following the date on which the stay of proceedings ordered in the Proposal Proceedings is terminated or lifted.

In the event of a repayment prior to the 12 month term, regardless of the reason, the Borrower shall be obligated to pay the Lender interest on the Loan based upon the interest amount that would have been paid had the Loan remained outstanding for the entire 12 month term.

Closing Date:

The DIP Facility shall close on the first date, which date shall not be later than September 14, 2012, on which (i) all requested loan documentation, in form and substance satisfactory to the Lender (the "**Loan Documents**"), have been executed by the Borrower and the Lender and all conditions precedent to the effectiveness of the DIP Facility have been satisfied; and (ii) the Approval Order shall have been entered by the Bankruptcy Court (the "**Closing Date**").

Interest Rate:

The Loan shall bear interest at a base rate of 20%.

Use of Proceeds:

Subject to compliance with the covenants set forth in the credit agreement governing the DIP Facility, the Borrower may access the cash collateral account as needed in the ordinary course of business.

Collateral:

All obligations of the Borrower to the Lender shall be: (i) entitled to a super-priority charge under s. 50.6(3) of the BIA (the "**DIP Charge**"), subject only to (a) the payment of professional fees and disbursements incurred by the Borrower as approved by the Bankruptcy Court (the "**Administration Charge**"); (b) the security held by the Borrower's current senior secured creditor, Gris Gris, LLC (the "**Gris Gris Security**"); and, (c) the security held by the Borrower's current senior secured creditor, Intertainment Media Inc. (the "**Intertainment Security**") (ii) secured by a security interest in and lien on all now owned or hereafter acquired assets and property, real and personal, tangible or intangible, of the Borrower, including, without limitation, all accounts receivable, inventory, property, plant and equipment, intellectual property, real estate, leasehold interests, avoidance actions, and all of the stock of each subsidiary of the Borrower. The security interests in and liens on all assets and property of the estate of the Borrower shall be subject to the Administrative Charge, the Gris Gris Security, the Intertainment Security and any permitted liens as determined by the Lender (the "**Permitted Liens**").

All borrowings by the Borrower, the Expenses of the Lender and all other obligations owed to the Lender under the DIP Facility shall be

secured as described above and shall be charged to the cash collateral account to be established under the DIP Facility.

Conditions:

The obligation of the Lender to make any loans under the DIP Facility will be subject to customary conditions precedent, including, without limitation, the following special conditions precedent:

- (i) any required loan documents shall have been executed and delivered by the Borrower and the Lender, and the conditions precedent contained therein shall have been satisfied in a manner satisfactory to the Agents and the Lender.
- (ii) no Material Adverse Change shall have occurred since the date of the Commitment Letter, and any audit opinion containing a going concern statement shall not be deemed a Material Adverse Change.
- (iii) no default or event of default shall exist under the loan documents.
- (iv) the Approval Order shall have been entered by the Bankruptcy Court no later than September 14, 2012. The Approval Order shall provide that the liens granted in favour the Lender shall have the priority set forth in the "Collateral" section of this Outline of Terms and Conditions.
- (vii) the Lender shall be satisfied in their reasonable discretion with the Borrower's having required governmental and third party approvals, consents, licenses and permits to conduct their business and to borrow under the DIP Facility.

Events of Default:

An Event of Default under the DIP Facility shall occur if: (i) the Proposal Proceedings are dismissed or, without the prior written consent of the Lender, converted to a Receivership or Bankruptcy; (ii) the Bankruptcy Court grants a superpriority claim, other than the Administration Charge, the Gris Grist Security and the Intertainment Security, that is senior to or *pari passu* with the DIP Charge; (iii) the Approval Order is stayed, amended or modified in a manner materially adverse to the Lender, reversed or vacated; (iv) a Proposal is confirmed in the Proposal Proceedings which does not provide for termination of the commitment under the DIP Facility and payment in full in cash of the Borrower's obligations thereunder; (v) the Borrower takes any action, including the filing of an application, in support of any of the foregoing, or any person or entity other than the Borrower does so, and any such application is not contested in good faith by the Borrower and the relief requested in such application is granted in an order that is not stayed pending appeal; or (vi) the Bankruptcy Court enters an order granting relief from the automatic stay under the Proposal Proceedings to the holder of any security interest in any asset of the Borrower.

Governing Law:

All documentation in connection with the DIP Facility shall be governed by the laws of the Province of Alberta.

Assignments and Participations:

The Lender may sell or assign to one or more other persons their loans or commitments under the DIP Facility, and participations in their loans and commitments under the DIP Facility, in each case without the consent of the Borrower.

Expenses:

Subject to Section 3 and 5 of the Commitment Letter, the Borrower shall reimburse the Lender for all of the Lender's out-of-pocket costs and expenses relating to this financing transaction, and the transactions contemplated thereby and the Proposal Proceedings, including solicitor-client fees and disbursements.

Separate and apart from the Expenses noted above, any and all expenses incurred by the Lender in connection with the enforcement of the terms of the Commitment Letter, its security or in connection with recovering amounts lent pursuant to the DIP Facility shall form part of the principal obligations of the Borrower and shall be subject to the DIP Charge.

IAN WILD

September 13, 2012

Poynt Corporation

Suite 700, 5940 Macleod Trail SW
Calgary, AB T2H 2G4

Attention: Mr. Andrew Osis, CEO

Dear Sirs:

Re: DIP Financing Facility

Poynt Corporation, an Alberta corporation (the "**Company**") has advised Ian Wild, (the "**Lender**") that:

- (a) the Company has filed a Notice of Intention to Make a Proposal (the "**Proposal Proceedings**") under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"); and
 - (b) the Company needs a debtor-in-possession loan facility (the "**DIP Facility**") in the amount of \$20,000 for general working capital purposes in connection with its operations during the pendency of the Proposal Proceedings. The Lender is pleased to advise you that the Lender is willing to provide the Company, as debtor-in-possession, with the DIP Facility, substantially on the terms and conditions set forth in the Outline of Terms and Conditions attached hereto as Exhibit A (the "**Term Sheet**"). The obligations of the Company under the DIP Facility will be secured by liens on, and security interests in, all now owned or hereafter acquired assets of the Company, including, without limitation, all accounts receivable, inventory, equipment, general intangibles, intellectual property, real property and all other assets of the Company (including licence agreements and any cash flow or royalty streams resulting or cash flow from any such agreements) with the priority of such liens and security interests set forth in the Term Sheet. For clarity, the Lender's security interest will include all patents and patents pending. The Lender's obligation to provide the DIP Facility shall be subject in all respects to satisfaction of, among other things, the terms and conditions contained in this letter (the "**Commitment Letter**") and in the Term Sheet.
2. The Lender understands that, pursuant to the BIA and the applicable rules thereunder, the Proposal Proceedings and the DIP Facility require the approval of, and entry of an order by, the Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (the "**Bankruptcy Court**") having jurisdiction over the Proposal Proceedings, which order shall be, in respect of the DIP Facility, in a form and substance satisfactory to the Lender (the "**Approval Order**").
 3. By its execution hereof and its acceptance of this Commitment Letter, the Company agrees to indemnify and hold harmless the Lender, any other entity that becomes a lender as contemplated by the Term Sheet and each of their respective assignees and affiliates and their respective directors, officers, employees and agents (each, an "**Indemnified Party**") from and against any and all losses, claims, damages, liabilities or other expenses to which such Indemnified Party may become subject, insofar as such losses, claims, damages, liabilities (or actions or other proceedings commenced or threatened in respect thereof) or other expenses arise out of or in any way relate to or result from, this Commitment Letter or the extension of the DIP Facility contemplated by this Commitment Letter, any other documentation hereafter provided, the

negotiation, preparation, execution or delivery of, any of the foregoing, or the Proposal Proceedings, or in any way arise from any use or intended use of this Commitment Letter or the proceeds of the DIP Facility, other than for any breaches by the Indemnified Party of this Commitment Letter, the formal documents entered into by the Indemnified Party regarding the DIP Facility or any other documents contemplated hereunder, and other than any of the Indemnified Party's acts of negligence or wilful misconduct and the Company agrees to reimburse each such Indemnified Party for any legal or other expenses incurred in connection with investigating, defending or participating in any such loss, claim, damage, liability or action or other proceeding (whether or not such Indemnified Party is a party to any action or proceeding out of which indemnified expenses arise), but excluding therefrom all expenses, losses, claims, damages and liabilities which are finally determined in a non-appealable decision of a court of competent jurisdiction to have resulted solely from the negligence or willful misconduct of such Indemnified Party. In the event of any litigation or dispute involving this Commitment Letter, the DIP Facility, formal documents entered into by the Indemnified Party regarding the DIP Facility or any other documents contemplated hereunder, the Lender shall not be responsible or liable to the Company, or any other person or entity for any special, indirect, consequential, incidental or punitive damages. The obligations of the Company under this paragraph shall remain effective whether or not the transactions contemplated in this Commitment Letter are consummated or the DIP Facility is provided or the transactions contemplated thereby are consummated and notwithstanding any termination of this Commitment Letter.

4. The Lender's willingness to advance funds under the DIP Facility is subject to:

- (a) the negotiation, execution and delivery of any documentation requested by the Lender in form and substance satisfactory to the Lender and its counsel including, but not limited to, the form and substance of the Approval Order;
- (b) the satisfaction of the Lender that since the date of this Commitment Letter there has not occurred or become known to the Lender any material adverse change with respect to the condition, financial or otherwise, business, operations, assets, liabilities or prospects of the Company, as determined by the Lender in its sole discretion (a "**Material Adverse Change**"); and
- (c) satisfaction of the conditions set forth in the Term Sheet.

5. If at any time the Lender shall determine (in its sole and absolute discretion) that either:

- (a) the Company will be unable to fulfill any condition set forth in this Commitment Letter or in the Term Sheet; or
- (b) any Material Adverse Change has occurred;

the Lender may terminate this Commitment Letter by giving notice thereof to the Company.

6. The Company represents and warrants that to the best of its knowledge and belief that:

- (a) all written information and other materials concerning the Company (collectively, the "**Information**") which has been, or is hereafter, made available by, or on behalf of the Company at the time so represented was, is, or when delivered will be, when considered as a whole, complete and correct in all material respects and does not, or will not when delivered, contain any untrue statement of material fact or omit to state a material fact

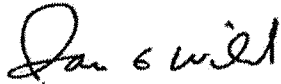
necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statement has been made; and

- (b) to the extent that any such Information contains projections, such projections were prepared in good faith on the basis of:
 - (i) assumptions, methods and tests stated therein which are believed by the Company to be reasonable; and
 - (ii) information believed by the Company to have been accurate based upon the information available to the Company at the time such projections were furnished to the Lender. The Company agrees that if at any time prior to the Closing Date (as set forth in the Term Sheet), any of the representations in the preceding sentence would be incorrect in any material respect if the information and projections were being furnished, or such representations were being made, at such time, then the Company will promptly supplement, or cause to be supplemented, the information and projections so that such representations will be correct in all material respects under those circumstances.
7. This Commitment Letter is delivered to the Company upon the condition that, prior to its acceptance, neither the existence of this Commitment Letter nor the Term Sheet, nor any of their contents, shall be disclosed by the Company, except as may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by law (including as may be required by the Bankruptcy Court or as required pursuant to the Company's continuous disclosure obligations under the relevant securities legislation) or, on a confidential and "need to know" basis, solely to the directors, officers, employees, advisors and agents of the Company. In addition, the Company agrees that (other than as required by the Bankruptcy Court or applicable law) it will obtain the prior approval of the Lender before releasing any public announcement in which reference is made to the Lender or to the commitment contained herein.
8. Unless agreed to by the Company in writing, this Commitment Letter shall expire at 4:30 p.m. (Mountain Time) on September 13, 2012.
9. Should the terms and conditions of the offer contained herein meet with your approval, please indicate your acceptance by signing and returning a copy of this Commitment Letter to the Lender.

10. This Commitment Letter, including the attached Term Sheet:

- (a) supersedes all prior discussions, agreements, commitments, arrangements, negotiations or understandings, whether oral or written, of the parties with respect thereto;
- (b) shall be governed by the laws of the Province of Alberta;
- (c) shall be binding upon the parties and their respective successors and assigns;
- (d) may not be relied upon or enforced by any other person or entity; and
- (e) may be signed in multiple counterparts and delivered by facsimile or electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Very truly yours,



Ian Wild

Agreed and accepted on this 13 day of Sept, 2012

Poynt Corporation

Per: 