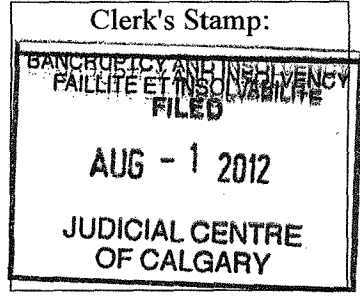


...thereby ... this to be a true copy of the  
original Order  
of which it purports to be a copy.

Dated this 1 day of August 2012

for the Registrar at Calgary  
Bankruptcy Division of the  
Court of Queen's Bench of Alberta



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 **ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP  
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File No: 58297-53

DATE ON WHICH ORDER WAS PRONOUNCED: July 30, 2012  
NAME OF JUSTICE WHO MADE THIS ORDER: Justice Jeffrey

**ORDER**

UPON THE APPLICATION of Poynt Corporation ("Poynt"), AND UPON HAVING read the Application filed by Poynt and the Affidavit of Andrew Osis, sworn July 26, 2012 (the "Osis Affidavit"), AND UPON HEARING counsel for Poynt and all other interested parties present; IT IS HEREBY ORDERED THAT:

1. The time for service of the Application and all materials in support is hereby abridged to the date of actual service and service is hereby deemed good and sufficient.
2. The 30-day period of time within which Poynt is required to file a proposal to its creditors with the Official Receiver, under section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, shall be and is hereby extended by eight days, from August 4, 2012 to and including August 12, 2012.

3. All of Poynt's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**") shall be and is hereby subject to a first charge (the "**Administration Charge**") in the total aggregate amount of Two Hundred Thousand (\$200,000.00) Dollars in favour of:
  - (a) Hardie and Kelly Inc. (the "**NOI Trustee**"), the Trustee under the Notice of Intention filed by Poynt on July 5, 2012 (the "**NOI**"), in order to secure Poynt's payment to the NOI Trustee of all of the NOI Trustee's reasonable professional fees and disbursements for professional services rendered by the NOI Trustee in the performance of its duties both before and after the date of Poynt filing its NOI; and
  - (b) the law firm of Burnet, Duckworth & Palmer LLP ("**BD&P**"), legal counsel to Poynt, in order to secure Poynt's payment of all of BD&P's reasonable professional fees and disbursements for professional services rendered by BD&P for the purpose of the NOI proceedings both before and after the date of Poynt filing its NOI.
4. Poynt is granted the authority to borrow the amount of Three Hundred Thousand (\$300,000.00) Dollars from BlueCrest Re-Insurance Company Ltd. (the "**DIP Lender**") by way of an interim financing facility (the "**DIP Facility**") to be advanced to Poynt by the DIP Lender.
5. The terms of the DIP Facility, as set out in the Commitment Letter and Term Sheet attached as Exhibit "B" to the Osis Affidavit are approved.
6. The Property shall be and is hereby subject to a charge in the amount of Three Hundred Thousand (\$300,000.00) Dollars (the "**DIP Lender's Charge**"), in order to secure repayment to the DIP Lender of amounts advanced under the DIP Facility, which DIP Lender's Charge shall be subordinate to both the Administration Charge and the security interests of Intertainment Media Inc. (the "**Intertainment Security**")
7. For clarity, the respective ranking of the various charges on the Property and the security interests in the Property shall be as follows:
  - (a) first, the Administration Charge;
  - (b) second, the Intertainment Security;
  - (c) third, the DIP Lender's Charge; and

- (d) fourth, the security interests held by other secured creditors over the Property, if any.
8. The filing, registration or perfection of the Administration Charge and the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
9. Service of this Order shall be deemed to have been achieved by posting a copy of this Order on the website of the NOI Trustee and by delivering a copy of this Order to those parties listed on the Service List prepared by counsel for Poynt.

  
Justice of the Court of Queen's Bench of Alberta