

March 11/16

- K. Esaw & M. Konyukhova for the applicants
- B. O'Neill for the purchaser
- L. Rogers & A. Shalviri for the Monitor
- R. Jayaraman for Bell Canada
- D. Mdivojivic for BMO as agent for the financial lenders

The applicants seek approval under section 11.3 of the Companies Creditors Arrangement Act of the assignment of the contracts listed in Schedule A to the order. The counterparties to these contracts have received notice of this motion including the quantum of the cure costs as calculated by the applicant. This motion is consented to by Bell and not opposed by any of the other counterparties including Rogers and Telus. There is also no outstanding issue with any of the <sup>counterparties</sup> ~~counterparties~~ regarding the quantum of the cure costs.

I am satisfied that the requirements of section 11.3 have been satisfied on the following basis. The Monitor approves the assignment of these contracts which are clearly fundamental to the continued operation of the business. The purchaser is solvent and adequately capitalized and is able and willing to perform the obligations to be assumed under the contracts, as evidenced by the affidavit of Mr. Odo on behalf of the purchaser, PTO

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENTAL MOTION RECORD  
(RETURNABLE FEBRUARY 25, 2016)

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Lawyers for the Applicants



included in the second supplemental written record. The assignment of the contracts is a condition precedent to the closing of the sale transaction approved by order of Harry T. dated February 25, 2014 and the transaction provided for the payment of all pre-closing monetary amounts owing under such contracts. As such, it is appropriate for the proceeds from the assignment of the contracts to the purchaser to enable it to carry on the purchased business.

Order to go on the form attached.

W. Ken-Int J.