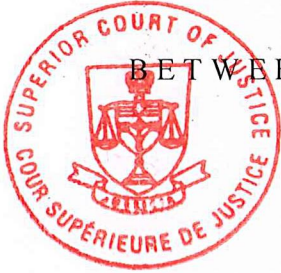


**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE *Mr.*
JUSTICE *PENNY*

) WEDNESDAY, THE 24TH DAY
)
) OF OCTOBER, 2018

BETWEEN:



NETINT TECHNOLOGIES INC.

Applicant

- and -

NETWORK INTELLIGENCE INC.

Respondent

RECOGNITION ORDER

THIS APPLICATION made by the Applicant, Netint Technologies Inc. (formerly known as 1130489 B.C. Ltd.), for an Order substantially in the form enclosed in the Application Record, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Affidavit of Kimberley Robertson sworn September 13, 2018, and on hearing the submissions of counsel for the Applicant, counsel for Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as receiver and manager of the Respondent and appointed pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), as amended, and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended (in such capacity, the "**Receiver**"), and no one appearing for any other person although duly served as appears from the affidavit of service of Daphne Porter sworn October 2, 2018,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby validated and that this Application is properly returnable today and hereby dispenses with further service thereof.

CONFIRMATION AND RECOGNITION

2. **THIS COURT ORDERS** that the following orders of the Supreme Court of British Columbia (the “**B.C. Court**”) made in the Respondent’s receivership proceedings (collectively, the “**B.C. Orders**”) be and are hereby recognized and as being in full force and effect in the Province of Ontario, in each case since the time and date they became effective in the Province of British Columbia and in the same manner in all respects as if they were Orders originally made by this Court:

- (a) the Order of the Honourable Mr. Justice Bowden made October 31, 2017, appointing the Receiver (the “**Receivership Order**”), a copy of which is attached as **Schedule “A”** to this Order;
- (b) the Order of the Honourable Mr. Justice McEwan made November 22, 2017, amending the Receivership Order (the “**Amending Order**”), a copy of which is attached as **Schedule “B”** to this Order;
- (c) the Sale Procedure Approval Order of the Honourable Mr. Justice McEwan made November 22, 2017 (the “**Sale Procedure Approval Order**”), a copy of which is attached as **Schedule “C”** to this Order;
- (d) the Order of the Honourable Mr. Justice McEwan made January 10, 2018, confirming the validity and enforceability of the Applicant’s security (the “**Debt and Security Order**”), a copy of which is attached as **Schedule “D”** to this Order;
- (e) the Order of the Honourable Justice Groves made January 11, 2018, approving the Receiver’s activities (the “**Activities Approval Order**”), a copy of which is attached as **Schedule “E”** to this Order; and

- (f) the Approval and Vesting Order of the Honourable Justice Groves made January 11, 2018 (the “**Approval and Vesting Order**”), a copy of which is attached as **Schedule “F”** to this Order,

provided, however, that in the event of any conflict between the terms of the B.C. Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern in the Province of Ontario.

3. **THIS COURT ORDERS AND DECLARES** that it acts in aid of, and is auxiliary to, the B.C. Court in the matters of the Respondent’s receivership and bankruptcy and may exercise such jurisdiction as it could exercise in regard to similar matters within its jurisdiction.

4. **THIS COURT DECLARES**, without limiting the generality of the forgoing, that:

- (a) the Receiver was appointed by the B.C. Court pursuant to, among other things, the *BIA* and the B.C. Court is invested with such jurisdiction at law and in equity as enables it to exercise original, auxiliary and ancillary jurisdiction in bankruptcy and in other proceedings authorized by the *BIA*;
- (b) the Receiver was authorized by the Receivership Order to make an assignment in bankruptcy on behalf of the Respondent and that action was subsequently approved of by the B.C. Court in the Sale Procedure Approval Order and the Activities Approval Order;
- (c) the Receiver was empowered by the Receivership Order and the Amending Order to borrow such monies from time to time as it considered necessary or desirable to fund the exercise of its powers and duties, to a maximum principal amount of \$6,500,000, and the Receiver’s borrowings from 113 were subsequently approved of in the Sale Procedure Approval Order and the Activities Approval Order;
- (d) by the Sale Procedure Approval Order, the B.C. Court approved of the sale procedure attached as Schedule “B” to that Order (the “**Sale Procedure**”) and authorized the Receiver to conduct the same;

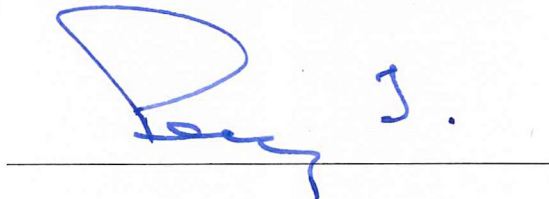
- (e) the Sale Procedure, as approved by the B.C Court, featured a stalking horse bid by 113 (the “**Stalking Horse Bid**”) which was deemed to be a “Qualifying Bid” and therefore *bona fide*, and the Sale Procedure Order approved of the Receiver’s execution of such bid;
- (f) the Debt and Security Order confirmed the validity and enforceability 113’s security over a minimum of \$3,654,554 in pre-receivership debt owing by NI, and ordered that that minimum amount plus the amount of the Receiver’s borrowings from 113 could be swapped in partial satisfaction of the purchase price under the Stalking Horse Bid;
- (g) the Approval and Vesting Order declared the Stalking Horse Bid to be commercially reasonable and approved of the Transaction contemplated by the Stalking Horse Bid (the “**Sale Transaction**”);
- (h) on closing of the Sale Transaction all claims against NI were vested out by operation of the Approval and Vesting Order and 113 took free and clear title to the purchased assets; and
- (i) the Receiver was the vendor in the Sale Transaction.

SERVICE AND NOTICE

5. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in these proceedings, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (Ontario) (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that the current website created by Deloitte with the following URL ‘<http://www.insolvencies.deloitte.ca/en-ca/Pages/networkintelligence.aspx>’ shall be maintained as the Case Website for the within proceedings in accordance with the Protocol.

6. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant be and is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent's and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

7. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel be and are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondent's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

OCT 24 2018

PER / PAR:



SCHEDULE “A”

[attached]



148

No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE MR.) TUESDAY, THE 31st DAY
)
JUSTICE BOWDEN) OF OCTOBER, 2017
)

ON THE EX PARTE APPLICATION of the Petitioner 1130489 B.C. Ltd. (the "Petitioner") for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA"), appointing Deloitte Restructuring Inc. as Receiver and Manager (in such capacity, the "Receiver Manager") without security, of all of the assets, undertakings and properties of Network Intelligence Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at the Courthouse, Vancouver, British Columbia.

AND ON READING the Petition filed October 16, 2017, the Affidavit #1 of Yikun Xu, sworn October 26, 2017, and the consent of Deloitte Restructuring Inc. to act as the Receiver; AND ON HEARING Kimberley A. Robertson, Counsel for the Petitioner and other counsel as listed on Schedule "A" hereto, and no one appearing for the Debtor, although duly served:

Jan K Sorenson

THIS COURT ORDERS AND DECLARES that:

1. The time for service of the Petition and the supporting affidavits be and is hereby abridged such that the application for this Order is properly returnable this day.

APPOINTMENT

2. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, Deloitte Restructuring Inc. is hereby appointed Receiver Manager, without security, of all of the assets,

undertakings and properties of the Debtor, including all proceeds thereof (the "Property").

RECEIVER MANAGER'S POWERS

3. The Receiver Manager is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver Manager is hereby expressly empowered and authorized to do any of the following where the Receiver Manager considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the other business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver Manager's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to the Debtor;
 - (h) to execute, assign, issue, endorse, and register documents of whatever nature in respect of any of the Property, whether in the Receiver Manager's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order including any registrations or recordings of intellectual property rights including without limitation trademarks and copyrights, and where so sought to be registered and/or recorded, the Registrars of the Canadian Intellectual Property Office are hereby directed to effect such registrations and recordings;

- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver Manager, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver Manager in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$150,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver Manager deems appropriate on all matters relating to the Property and the Receiver Managership, and to share information, subject to such terms as to confidentiality as the Receiver Manager deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver Manager, in the name of the Debtor;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to cause the Debtor to make an assignment into bankruptcy. To do so, the Receiver Manager is authorized to take all steps to execute all documents that may be necessary with respect thereto and nothing in this Order shall prevent the Receiver Manager from acting as a trustee in bankruptcy of the Debtor; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver Manager takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER MANAGER

4. Each of (i) the Debtor, (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver Manager of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver Manager, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver Manager upon the Receiver Manager's request.
5. All Persons shall forthwith advise the Receiver Manager of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver Manager or permit the Receiver Manager to make, retain and take away copies thereof and grant to the Receiver Manager unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver Manager due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver Manager for the purpose of allowing the Receiver Manager to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver Manager in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver Manager. Further, for the purposes of this paragraph, all Persons shall provide the Receiver Manager with all such assistance in gaining immediate access to the information in the Records as the Receiver Manager may in its discretion require including, without limitation, providing the Receiver Manager with instructions on the use of any computer or other system and providing the Receiver Manager with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER MANAGER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver Manager except with the written consent of the Receiver Manager or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver Manager or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of Proceeding except for service of the initiating documentation on the Debtor and the Receiver Manager.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver Manager, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver Manager or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver Manager or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. The stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER MANAGER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver Manager or leave of this Court.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services of any kind to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver Manager, and that the Receiver Manager shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver Manager in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver Manager, or as may be ordered by this Court.

RECEIVER MANAGER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver Manager from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver Manager (the "Post-Receivership Accounts") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver Manager to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the right of employees to terminate their employment notwithstanding paragraph 10, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver Manager, on the Debtor's behalf, may terminate the employment of such employees. The Receiver Manager shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as provided for in Section 14.06(1.2) of the BIA, other than amounts the Receiver Manager may specifically agree in writing to pay and amounts in respect of obligations imposed specifically on Receiver Managers by applicable legislation. The Receiver Manager shall be liable for any employee-related liabilities, including wages, severance pay, termination

pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver Manager may hire in accordance with the terms and conditions of such employment by the Receiver Manager.

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver Manager may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver Manager, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver Manager, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver Manager to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, the *Fisheries Act*, R.S.C. 1985, c. F-14, the *Environmental Management Act*, R.S.B.C. 1996, c. 118 and the *Fish Protection Act*, S.B.C. 1997, c. 21 and regulations thereunder (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver Manager from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver Manager shall not, as a result of this Order or anything done in pursuance of the Receiver Manager's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver Manager is actually in possession.

LIMITATION ON THE RECEIVER MANAGER'S LIABILITY

16. The Receiver Manager shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or

- (b) amounts in respect of obligations imposed specifically on Receiver Managers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver Manager by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER MANAGER'S ACCOUNTS

17. The reasonable fees and disbursements of the Receiver Manager and its legal counsel, in each case at their standard rates and charges, shall be entitled to and are hereby granted a charge (the "**Receiver Manager's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver Manager's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
18. The Receiver Manager and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver Manager and its legal counsel are hereby referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
19. Prior to the passing of its accounts, the Receiver Manager shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver Manager or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver Manager be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$5,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver Manager deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver Manager by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver Manager's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver Manager's Charge, the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, and the secured interest of the Royal Bank of Canada as registered under the British Columbia *Personal Property Security Act*, under registration no. 465668J.

21. Neither the Receiver Manager's Borrowings Charge nor any other security granted by the Receiver Manager in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver Manager is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver Manager's Certificates") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver Manager pursuant to this Order or any further order of this Court and any and all Receiver Manager's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver Manager's Certificates.

ALLOCATION

24. That any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver Manager's Charge and Receiver Manager's Borrowings Charge amongst the various assets comprising the Property.

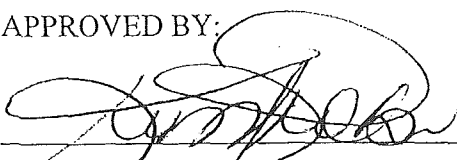
GENERAL

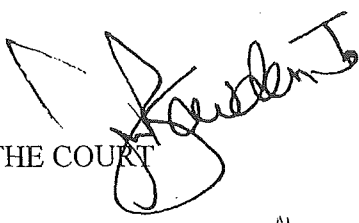

25. The Receiver Manager may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver Manager from acting as a trustee in bankruptcy of the Debtor.
27. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver Manager and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver Manager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver Manager and its agents in carrying out the terms of this Order.
28. The Receiver Manager be at liberty and is hereby authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver Manager is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
29. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver Manager from the Debtor's estate with such priority and at such time as this Court may determine.

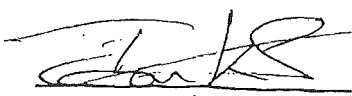
- 30. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Receiver Manager and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- 31. Endorsement of this Order by counsel appearing on this application other than the Petitioner is hereby dispensed.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:


 Kimberley A. Roberson
 lawyer for Petitioner


 BY THE COURT

 DISTRICT REGISTRAR


 Jan K. SORENSON
 lawyer for
 Network Intelligence, Inc.

CHECKED


W

SCHEDULE "A"

RECEIVER MANAGER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the Receiver Manager and (the "Receiver Manager") of all of the assets, undertakings and properties of Network Intelligence Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "Court") dated the _____ day of October, 2017 (the "Order") made in SCBC Action No. S-179749 has received as such Receiver Manager from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver Manager is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver Manager pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver Manager to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, British Columbia.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver Manager to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver Manager to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver Manager does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

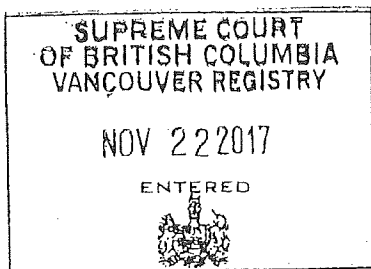
DATED the [redacted] day of [redacted], 201[redacted].

Deloitte Restructuring Inc., solely in its capacity as Receiver Manager of the Property, and not in its personal capacity

Per:
Name:
Title:

SCHEDULE "B"

[attached]



No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

**ORDER MADE AFTER APPLICATION
(Amending Receivership Order)**

BEFORE THE HONOURABLE

MR. JUSTICE MCEWAN

WEDNESDAY THE 22ND DAY

OF NOVEMBER, 2017

ON THE APPLICATION of Deloitte Restructuring Inc. in its capacity as court-appointed Receiver Manager of Network Intelligence Inc. (in such capacity the "Receiver Manager"), for an Order amending the Receivership Order made herein on October 31, 2017 (the "Receivership Order") coming on for hearing this day at the Courthouse, 800 Smithe Street, Vancouver, British Columbia;

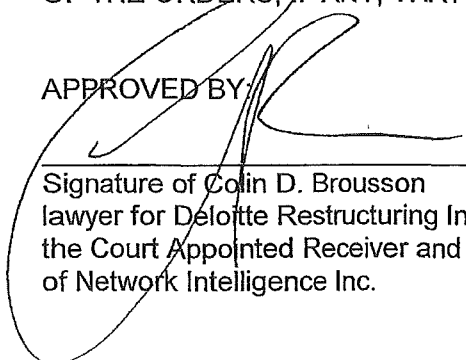
AND ON READING the Receiver Manager's First Report to the Court dated November 20, 2017 AND ON HEARING Colin D. Brousson, Counsel for the Applicant Receiver Manager and other counsel as listed on Schedule "A" hereto, and no one else appearing although duly served;

THIS COURT ORDERS THAT

1. The time for service of the Notice of Application for this order and the supporting materials therefore, including the Receiver Manager's First Report to the Court is hereby abridged and so that this application is properly returnable today and hereby dispenses with further service thereof.
2. The Receivership Order made herein on October 31, 2017 (the "Receivership Order") is amended to increase the Receiver's borrowing limit set out in s. 20 thereof from \$5,000,000 to \$6,500,000.
3. Endorsement of this Order by counsel appearing on this application other than Colin D. Brousson is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

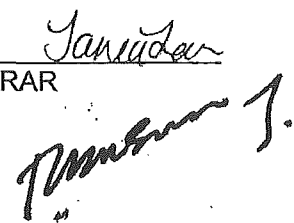
APPROVED BY:



Signature of Colin D. Brousson
 lawyer for Deloitte Restructuring Inc.,
 the Court Appointed Receiver and Manager
 of Network Intelligence Inc.

BY THE COURT

DISTRICT REGISTRAR



SCHEDULE "A"

LIST OF COUNSEL

LAWYER NAME

REPRESENTING

Kimberley A. Robertson
Lawson Lundell LLP

The Petitioner
1130489 B.C. Ltd.

Murphy & Company

The Respondent,
Network Intelligence Inc.

No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK
INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER MADE AFTER APPLICATION

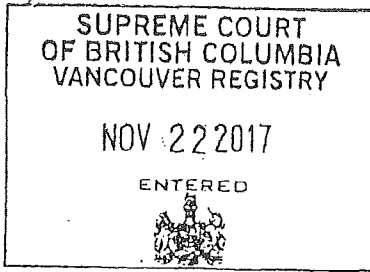
GOWLING WLG (CANADA) LLP
Barristers & Solicitors
Bentall 5, Suite 2300
550 Burrard Street
Vancouver, BC V6C 2B5
Tel. No. 604-683-6498
Fax. No. 604-683-3558

File No: V47245

CDB/JBR

SCHEDULE “C”

[attached]



No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

**ORDER MADE AFTER APPLICATION
(Sale Procedure Approval Order)**

BEFORE THE HONOURABLE

MR. JUSTICE MCEWAN

WEDNESDAY THE 22ND DAY

OF NOVEMBER, 2017

ON THE APPLICATION of Deloitte Restructuring Inc. in its capacity as court-appointed Receiver Manager of Network Intelligence Inc. (in such capacity the "Receiver Manager"), for an Order approving a sale procedure for all of the assets and undertaking of Network Intelligence Inc. (the "Debtor"), coming on for hearing this day at the Courthouse, 800 Smithe Street, Vancouver, British Columbia;

AND ON READING the Receiver Manager's First Report to the Court dated November 20, 2017 AND ON HEARING Colin D. Brousson, Counsel for the Applicant Receiver Manager and other counsel as listed on Schedule "A" hereto, and no one else appearing although duly served;

THIS COURT ORDERS THAT

DEFINITIONS

1. Capitalized terms not defined herein shall have the meanings set out in the Sale Procedure attached hereto as **Schedule "B"**.

SERVICE

2. The time for service of the Notice of Application for this order and the supporting materials therefore, including the Receiver Manager's First Report to the Court is hereby abridged and so that this application is properly returnable today and hereby dispenses with further service thereof.

SALE PROCEDURE

3. The Sale Procedure substantially in the form attached as **Schedule "B"** hereto is hereby approved.
4. The Receiver Manager is hereby authorized to carry out the Sale Procedure and to take such steps and execute such documentation as may be necessary or incidental to the Sale Procedure.
5. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver Manager may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete a sale of the Property (the "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver Manager, or in the alternative destroy all such information. The purchaser of the Property shall be entitled to continue to use the personal information provided to it related to the Property, in a manner which is in all material respects identical to the prior use of such information by the Receiver Manager, and shall return all other personal information.

STALKING HORSE AGREEMENT

6. The execution by the Receiver Manager of the Stalking Horse Agreement is hereby authorized, *nunc pro tunc*, provided that nothing herein approves the sale of the Purchased Assets as defined in the Stalking Horse Agreement on the terms set out in the Stalking Horse Agreement, and that the approval of any sale of the Purchased Assets by the Court will be subject to a Vesting Order

- 3 -

anticipated to be granted in accordance with the Sale Procedure, with such application to be heard on December 22, 2017, subject to further order of the Court.

7. The obligation to pay a break fee on the terms set out in the Stalking Horse Agreement is hereby approved.
8. Notwithstanding paragraph 6 above, and in accordance with the Sale Procedure, the Stalking Horse Bidder and the Receiver Manager
 - (a) shall be entitled to a Vesting Order with respect to the Stalking Horse Agreement approving the sale of the Purchased Assets as defined in the Stalking Horse Agreement at the price set out in the Stalking Horse Agreement upon the Receiver Manager filing an affidavit with the Court that no Qualified Bids (other than the Stalking Horse Agreement and Stalking Horse Addendum) were received by the Receiver Manager by the Bid Deadline, and are at liberty to seek the Vesting Order by desk order; or
 - (b) shall be entitled to seek an amendment to any Vesting Order made to substitute the Stalking Horse Bidder for the Successful Bidder named in that Vesting Order in the event that the Successful Bidder named in that Vesting Order fails to complete the sale contemplated by the Successful Bid, all in accordance with paragraph 10 of Schedule "B" hereto.

APPROVAL OF RECEIVER MANAGER'S REPORT

9. The First Report and the activities of the Receiver Manager described therein are hereby approved.

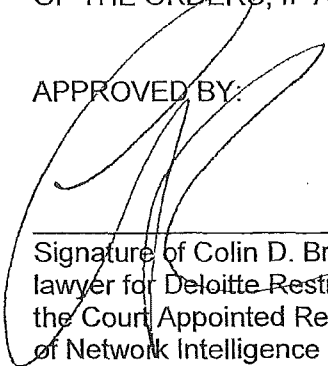
GENERAL

10. The Receiver Manager may apply from time to time to this Court for advice and directions in the discharge of its powers and duties hereunder.

- 11. Endorsement of this Order by counsel appearing on this application other than Colin D. Brousson is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

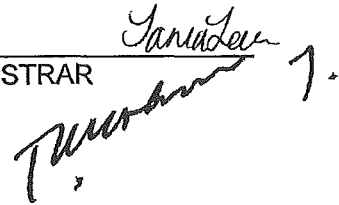
APPROVED BY:



 Signature of Colin D. Brousson
 lawyer for Deloitte Restructuring Inc.,
 the Court Appointed Receiver and Manager
 of Network Intelligence Inc.

BY THE COURT

 DISTRICT REGISTRAR



SCHEDULE "A"

LIST OF COUNSEL

LAWYER NAME

REPRESENTING

Kimberley A. Robertson
Lawson Lundell LLP

The Petitioner
1130489 B.C. Ltd.

Murphy & Company

The Respondent
Network Intelligence Inc.

SCHEDULE "B"
SALE PROCEDURE

Pursuant to an Order (as may be amended from time to time, the "**Receivership Order**") of the Honourable Mr. Justice Bowden of the Supreme Court of British Columbia (the "**Court**") dated October 31, 2017, (the "**Date of Receivership**"), Deloitte Restructuring Inc. ("**Deloitte**") was appointed as Receiver Manager (in such capacity, the "**Receiver Manager**") over all of the assets, undertakings, properties and legal and beneficial ownership interests of Network Intelligence Inc. (the "**Debtor**"), comprising, acquired for or used in relation to a business carried on by the Debtor (the "**Property**").

On November 22, 2017, the Court made an order (the "**Sale Procedure Order**") among other things, approving (a) the Receiver Manager's entry into a certain agreement of purchase and sale for the Property between the Receiver Manager and 1130489 B.C. Ltd. (as party to the agreement, the "**Stalking Horse Bidder**") dated November 20, 2017 (the "**Stalking Horse Agreement**") so as to set a minimum price in respect of the Receiver Manager's sales process; and (b) this Sale Procedure for the solicitation of offers for the acquisition of the Property.

Accordingly, the following Sale Procedure shall govern the proposed sale of all or substantially all of the Property pursuant to one or more Bids. This Sale Procedure shall govern the sales process relating to the solicitation by the Receiver Manager of one or more Bids for the Property that are superior to that contemplated by the Stalking Horse Agreement.

All denominations are in Canadian Dollars.

1. Definitions

Capitalized terms used in this Sale Procedure shall have the definitions given to them in the preamble hereto and as follows:

"**Acknowledgement of Sale Procedure**" means an acknowledgement of the Sale Procedure in the form attached as **Schedule "A"** hereto;

"**Acquisition Entity**" means an entity specially formed for the purpose of effectuating the contemplated transaction;

"**Bid**" means an offer or proposals for the acquisition of the Property submitted by a Qualified Bidder. For clarity only a Qualified Bidder may submit a Bid for consideration in this Sale Process;

"**Bid Deadline**" means 10:00 a.m. Pacific Time on December 15, 2017;

"**Bidder Qualification Requirements**" has the meaning given to it in Section 6;

"**Confidentiality Agreement**" means an executed confidentiality agreement in form and substance acceptable to the Receiver Manager and its counsel;

"**Due Diligence Materials**" means some or all of the following information regarding the Debtor to the extent that it is available to the Receiver Manager:

- (a) high level strategy;
- (b) financial statements;
- (c) cash flow;

- (d) key contracts and agreements;
- (e) asset listings;
- (f) employee listing and sample employee agreements;
- (g) corporate tax return and SR&ED claim;
- (h) insurance policy;
- (i) technical specifications and block diagram for intellectual property; and
- (j) budget and milestones for the development of intellectual property

all of which will be made available to Participants by way of an electronic data room assembled and administered by the Receiver Manager.

"Good Faith Deposit" means a cash deposit equal to five percent (10%) of the total purchase price contemplated under the applicable Modified APA;

"Modified APA" means an executed mark-up of the Stalking Horse Agreement reflecting the applicable Qualified Bidder's proposed changes to the Stalking Horse Agreement;

"Participant" means any person who has delivered the Participant Requirements and had those Participant Requirements deemed satisfactory by the Receiver Manager in accordance with Section 3;

"Participant Requirements" has the meaning given to it in Section 4;

"Principals" means, collectively, the equity holder(s) of any Acquisition Entity and any guarantor of any Bid made by such Acquisition Entity;

"Qualified Bidder" means a Participant that, (i) having satisfactorily met the Participant Requirements prior to the Bid Deadline, (ii) meets the Bidder Qualification Requirements prior to the Bid Deadline, and (iii) whom the Receiver Manager, in accordance with Section 5, deems is reasonably likely to submit a binding bona fide offer that would have an aggregate purchase price for the Property that exceeds the Stalking Horse Purchase Price by 10% and would be able to consummate a transaction if selected as the Successful Bidder.

"Qualified Bid" means a Bid submitted by a Qualified Bidder on or prior to the Bid Deadline that satisfies the conditions set out in Section 7 hereof. For clarity the Stalking Horse Agreement is a Qualified Bid.

"Sale Procedure Order" means the Order authorizing this Sale Procedure;

"Sealed Bid Process" has the meaning given to it in Section 10;

"Sealed Bid Participants" has the meaning given to it in Section 10;

"Stalking Horse Addendum" has the meaning given it in Section 8;

"Stalking Horse Purchase Price" means NINE MILLION DOLLARS (\$9,000,000);

"Successful Bid" means the highest and best Qualified Bid as determined by the Receiver Manager, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including those factors affecting the speed and certainty of consummating the proposed sale;

"Successful Bidder" means the Qualified Bidder who submitted the Successful Bid;

"Vesting Order" means the order of the Court that approves the sale of the Property to the Successful Bidder and vests title of the Property to the Successful Bidder.

2. Assets for Sale

The Receiver Manager is soliciting superior offers for all of the Assets. For the purposes of this Sale Procedure a Bidder may exclude from its Bid any of the Property.

The sale of any of the Property pursuant to this Sale Procedure shall be on an **"as is, where is"** basis and without representations or warranties of any kind, nature, or description by the Receiver Manager, or its directors, officers, employees or agents except to the extent set forth in the Successful Bid. The Stalking Horse Bidder and each Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Bid, that it has relied solely on its own independent review, investigation, and/ or inspection of any documents and/ or the Property in making its Bid, and that it did not rely on any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Property, or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Procedure.

3. Marketing

The Receiver Manager will solicit Bids for the Property including but not limited to the following:

- (a) preparing a teaser document (the **"Teaser"**) that outlines the Property for sale, includes the *Stalking Horse Agreement* and this *Sale Procedure* and invites parties to satisfy the Participant Requirements to gain access to the Due Dilligence Materials;
- (b) sending the Teaser to a list of potential interested parties as provided by the Debtor's management and based on the Receiver Manager's research as soon as the *Stalking Horse Agreement* and the *Sale Procedure* is approved by the Court; and
- (c) posting an advertisement in the *Globe and Mail* or similar national newspaper within five business days after the approval of the *Sale Procedure*, inviting parties to participate in the sales process; and
- (d) responding as appropriate at any time prior to the Bid Deadline to various questions and queries from interested parties, Participants and Qualified Bidders with the assistance of Debtor's management.

4. Participant Requirements

In order to participate in this Sales Process an interested person must first deliver each of the following to the Receiver Manager:

- (a) an executed Confidentiality Agreement;
- (b) an executed Acknowledgement of Sale Procedure;

- (c) identification of the Participant and any Principals, and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated transaction.

(Collectively the "Participant Requirements")

The Receiver Manager shall review all Participant Requirements received as soon as practicable after receipt and if the Participant Requirements are deemed satisfactory by the Receiver Manager at its reasonable discretion then the person shall be deemed a Participant in this Sales Process.

5. Participant's access to Due Diligence Materials

Only those persons deemed to be Participants in this Sales Process will be permitted access to the Due Diligence Materials. Participants will be permitted access to the Due Diligence Materials as soon as practicable after being deemed Participants.

The Receiver Manager may at its discretion furnish but shall not be obligated to furnish any due diligence information other than the Due Diligence Materials. The Receiver Manager is not responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Property.

6. Bidder Qualification Requirements.

To have a Bid considered by the Receiver Manager a Participant must establish itself as a Qualified Bidder. In order to be considered for qualification as a Qualified Bidder, each Participant must provide the Receiver Manager with each of the following prior to the Bid Deadline:

- (a) written evidence of the Participant's chief executive officer or other appropriate senior executive's approval of the Bid; provided, however, that, if the Participant is an Acquisition Entity, then the Participant must furnish written evidence reasonably acceptable to the Receiver Manager of the approval of the Bid by the Acquisition Entity's Principals; and
- (b) written evidence upon which the Receiver Manager may reasonably conclude that the Participant has the necessary financial ability to close the contemplated transaction and provide adequate assurance of future performance of all obligations to be assumed in such contemplated transaction. Such information should include, among other things, the following:
 - (i) Participant's or, in the case of an Acquisition Entity, the Principals', current financial statements (audited if they exist);
 - (ii) contact names and numbers for verification of financing sources;
 - (iii) evidence of the Participant's or Principals' internal resources and proof of any debt or equity funding commitments that are needed to close the contemplated transaction; and
 - (iv) any such other form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Receiver Manager demonstrating that such Participant has the ability to close the contemplated transaction;

provided, however, that the Receiver Manager shall determine, in its reasonable discretion, whether the written evidence of such financial wherewithal is reasonably acceptable, and shall not unreasonably withhold acceptance of a Participant's financial qualifications

(collectively the "**Bidder Qualification Requirements**").

The Receiver Manager shall review all Bidder Qualification Requirements received from a Participant as soon as practicable after receipt and if the Receiver is satisfied at its reasonable discretion with the reputation and creditworthiness of the Participant and that it is reasonably likely that the Participant will submit a binding bona fide offer that would have an aggregate purchase price for the Property that exceeds the Stalking Horse Purchase Price by 10% and that the Participant will be able to consummate a transaction if selected as a Successful Bidder, then that Participant shall be deemed a Qualified Bidder in this Sales Process. The Receiver Manager shall notify each Participant of its determination as to whether the Participant is a Qualified Bidder as soon as practicable after receipt of that Participant's Bidder Qualification Requirements. A participant may amend or resubmit Bidder Qualification Requirements at any time prior to the Bid Deadline and the Receiver Manager shall review such amended or resubmitted Bidder Qualification Requirements as soon as practicable after receipt of same.

For greater certainty, the Stalking Horse Bidder is and is deemed to be a Qualified Bidder for all purposes of this Sale Procedure.

Each Participant shall comply with all reasonable requests for additional information by the Receiver Manager regarding such Participant and its contemplated transaction. Failure by a Participant to comply with requests for additional information will be a basis for the Receiver Manager to determine that the Participant is not a Qualified Bidder.

7. **Bid Requirements**

Only Qualified Bidders shall have their Bid's considered by the Receiver. In order to be considered a Qualified Bid a Bid must satisfy each of the following conditions:

- (a) **Written Submission of Modified APA and Commitment to Close.** A Qualified Bid must be submitted by the Bid Deadline in the form of a Modified APA (together with a blackline of the Modified APA against the Stalking Horse Agreement), and a written and binding commitment to close on the terms and conditions set forth therein.
- (b) **Irrevocable.** A Qualified Bid must be open for acceptance and irrevocable until December 22, 2017;
- (c) **Contingencies.** A Qualified Bid may not be conditional on obtaining financing or any internal approval or on the outcome or review of due diligence. Any other contingencies associated with a Qualified Bid may not, in aggregate, be more burdensome than those set forth in the Stalking Horse Agreement;
- (d) **Financing Sources.** A Qualified Bid must be accompanied by written evidence of a commitment for financing or other evidence of the ability to consummate the transaction satisfactory to the Receiver Manager and appropriate contact information for such financing sources must be provided;
- (e) **No Fees payable to Qualified Bidder.** A Qualified Bid may not request or entitle the Qualified Bidder to any break-up fee, expense reimbursement or similar type of payment;

- (f) Good-Faith Deposit. Each Qualified Bid must be accompanied by a Good Faith Deposit that shall be paid to the Receiver Manager by certified cheque or banker's draft, to be held by the Receiver Manager in trust in accordance with this Sale Procedure;
- (g) Stalking Horse Purchase Price. The aggregate consideration in a Qualified Bid must have a purchase price that exceeds the Stalking Horse Purchase Price by an amount of not less than 10% of the Stalking Horse Purchase Price; and
- (h) Delivery. A Qualified Bid must be delivered to the Receiver Manager in a sealed envelope in accordance with Section 14 at or prior to the Bid Deadline.

The Receiver Manager shall not unseal or read any Bid except in accordance with Section 10 below.

Notwithstanding the above requirements, the Stalking Horse Agreement is and is deemed to be a Qualified Bid for all purposes of this Sale Procedure.

8. Stalking Horse Bidder may increase its Bid

The Stalking Horse Bidder may at any time prior to the Bid Deadline submit to the Receiver Manager in a sealed envelope an executed addendum to the Stalking Horse Bid amending the Stalking Horse Bid as to Purchase Price only (the "**Stalking Horse Addendum**"). The Stalking Horse Addendum shall not be unsealed or read by the Receiver Manager except in accordance with Section 10 below.

9. If no Qualified Bid other than the Stalking Horse Bid

If no Bid other than the Stalking Horse Agreement (and the sealed Stalking Horse Addendum if any) is received by the Bid Deadline, then the Sale Procedure shall be terminated and the Stalking Horse Bidder shall be declared the Successful Bidder at the price set out in the Stalking Horse Agreement and the Stalking Horse Addendum (if any) shall be destroyed without being opened. The Receiver Manager shall then as soon as reasonably practicable seek Court approval of, and authority to consummate, the Stalking Horse Agreement and the transactions provided for therein by Vesting Order and the Receiver Manager shall post notice of such facts on its website established in connection with the Receivership Proceedings.

10. If one or more Bids in addition to the Stalking Horse Bid

If one or more Bids other than the Stalking Horse Bid is received by the Bid Deadline, the Receiver Manager shall conduct a sealed bid process (the "**Sealed Bid Process**") among only those Qualified Bidders who submitted Bids (collectively the "**Sealed Bid Participants**") to determine the Successful Bid.

The Sealed Bid Process shall be conducted as follows:

- (a) the Receiver Manager shall open and read all Bids submitted by Qualified Bidders other than the Stalking Horse Bidder and determine which, if any, are Qualified Bids pursuant to the requirements set out in Section 7;
- (b) if the Receiver Manager determines that none of the Bids is a Qualified Bid then the Sale Procedure shall be terminated and the Stalking Horse Bidder shall be declared the Successful Bidder at the price set out in the Stalking Horse Agreement and the Stalking Horse Addendum (if any) shall be destroyed without being opened;

- (c) if the Receiver Manager determines that one or more of the Bids is a Qualified Bid then the Receiver Manager shall then unseal and read the Stalking Horse Addendum and shall then determine which among the Qualified Bids and the Stalking Horse Agreement as amended by the Stalking Horse Addendum is the Successful Bid;
- (d) the Receiver Manager shall determine the Successful Bidder by no later than 5:00 p.m. Pacific Time on December 18, 2017. After the Receiver Manager determines the Successful Bid the Receiver Manager shall
 - (i) as soon as practicable advise the Sealed Bid Participants of its determination and post notice of the determination on its website established in connection with the Receivership Proceedings; and
 - (ii) not later than December 22, 2017 seek Court approval of, and authority to consummate, the Successful Bid and the transactions provided for therein by Vesting Order.

The Receiver Manager shall be entitled to, but is not obligated to, seek additional information and clarifications from any Participant or Qualified Bidder in respect of its Bidder Qualification Requirements or Bid at any time provided that nothing herein shall entitle a Qualified Bidder to improve its Bid as submitted at the Bid Deadline.

11. Acceptance of Successful Bid and Vesting Order

The Receiver Manager shall complete the sale transaction or transactions with the Successful Bidder following the granting of a Vesting Order with regard to the Successful Bid. The Receiver Manager will be deemed to have accepted a Successful Bid only when a Vesting Order has been granted with regard to the Successful Bid. The Receiver Manager shall apply for a Vesting Order as soon as practicable after the determination by the Receiver Manager of the Successful Bidder. The Vesting Order shall be sought by hearing in Court unless otherwise sought by desk order in accordance with Paragraph 8(a) of the Sale Procedure Order.

12. Effect of a Failure to Complete Successful Bid

If the Successful Bid is made by a party other than the Stalking Horse Bidder, and either (i) the Court refuses to approve that Bid, or (ii) if approved by the Court, the Successful Bidder does not complete the transaction as contemplated therein and on the terms approved by the Vesting Order, the Stalking Horse Bidder shall have a right of first refusal to complete the sale on the same terms and conditions as approved by the Vesting Order, and the Receiver Manager or the Stalking Horse Bidder will be at liberty to apply to amend the Vesting Order to substitute the Stalking Horse Bidder as purchaser accordingly.

13. Return of Good Faith Deposit

Good Faith Deposits of all Qualified Bidders shall be held in an account of the Receiver Manager. Good Faith Deposits of all Qualified Bidders, other than the Successful Bidder, shall be returned to such Qualified Bidders within three (3) business days of the selection of the Successful Bidder. Good Faith Deposits of the Successful Bidder shall be applied to the purchase price of such transaction at closing. If a Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Receiver Manager shall be entitled to retain the Good Faith Deposit of the Successful Bidder as part of their damages resulting from the breach or failure to perform by the Successful Bidder.

14. **Delivery of documents to the Receiver Manager**

All documents or other materials to be delivered to the Receiver Manager pursuant to this Sales Procedure, including the Participant Requirements and the Bidder Qualification Requirements but excluding all Bids must be submitted by email to lchung@deloitte.ca and jkeeble@deloitte.ca so that they are actually received by the Receiver Manager no later than the Bid Deadline.

Bids, including the Good Faith Deposit in the form of a certified cheque or bank draft must be delivered to the Receiver Manager at 2800 – 1055 Dunsmuir Street, Vancouver, BC, Canada V7X 1P4 Attention Jeff Keeble, by hard copy in a sealed envelope by the Bid Deadline. The envelope containing the Bid shall be marked:

NETWORK INTELLIGENCE INC. IN RECEIVERSHIP
CONFIDENTIAL SEALED BID

A Bid that is not received by hard copy prior to the Bid Deadline shall not constitute a Qualified Bid and shall be disqualified.

15. **Modifications and Reservations**

This Sale Procedure may be modified or amended by the Receiver Manager provided that if such modification or amendment materially deviates from this Sale Procedure, such modification or amendment may only be made by order of the Court.

The Receiver Manager may reject at any time before entry of an order of the Court approving a Successful Bid, any Bid (except the Stalking Horse Agreement, other than in accordance with its terms) that is (a) inadequate or insufficient, (b) not in conformity with the requirements of this Sale Procedure, or the terms and conditions of sale, or (c) contrary to the best interests of the Receivership estates.

ACKNOWLEDGEMENT OF SALE PROCEDURE

The undersigned hereby acknowledges receipt of the Sale Procedure approved by the Order of the Supreme Court of British Columbia on November 22, 2017 in Action No. S-179749 (Vancouver) and further acknowledges that compliance with the terms and provisions of the Sale Procedure is required in order to participate in the Sale Procedure and for any Bid to be considered by the Receiver Manager.

This _____ day of _____.

[NAME]

By:

[Signing Officer]

No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK
INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER MADE AFTER APPLICATION

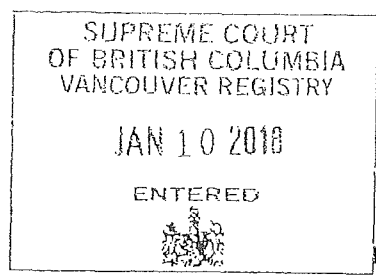
GOWLING WLG (CANADA) LLP
Barristers & Solicitors
Bentall 5, Suite 2300
550 Burrard Street
Vancouver, BC V6C 2B5
Tel. No. 604-683-6498
Fax. No. 604-683-3558

File No: V47245

CDB/JBR

SCHEDULE “D”

[attached]



No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE MR) WEDNESDAY, THE 10TH DAY
 JUSTICE MCEWAN) OF JANUARY, 2018
)

ON THE APPLICATION of 1130489 B.C. Ltd. (the "Applicant" or "113") filed January 8, 2018 coming on for hearing this 10th day of January, 2018, at the Courthouse, 800 Smithe Street, Vancouver, British Columbia;

AND ON READING the Receiver Manager's Third Report to the Court dated January 3, 2018, AND ON HEARING Kimberley A. Robertson Counsel for the Applicant and other counsel as listed on Schedule "A" hereto, if any, and no one else appearing although duly served;

THIS COURT ORDERS THAT:

- 113 has a valid and enforceable security interest by virtue of the general security agreement, made in writing and signed by Network Intelligence Inc. ("Network Intelligence") and registered in the BC personal property registry under base registration no. 209643K, on August 16, 2017 by which Network Intelligence granted a security interest in and to all of Network Intelligence's present and after acquired property (the "Security Interest");

2. The Security Interest secures at least the following amounts due and owing as at January 11, 2018 by Network Intelligence under the following credit facilities:

(a) The sum of CDN \$350,000 under the Promissory Note dated September 12, 2017; and

(b) The sum of CDN \$3,304,554 under the Convertible Loan Agreement dated September 15, 2017;

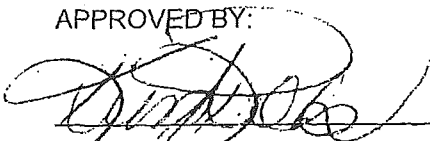
(the "Minimum Secured Obligations").

3. For the purpose of closing a sales transaction to 113 in respect of the assets and undertakings of Network Intelligence in accordance with the sales process order pronounced November 22, 2017, and varied December 14, 2017, 113 shall be entitled to credit-bid, after payment of any priority charges, including those owing under the order appointing the Receiver pronounced October 31, 2017, as amended (the "Receivership Order"), the Minimum Secured Obligations, plus all other amounts as evidenced by Receiver's Certificates issued to 113 under the Receivership Order and secured by the Receiver Manager's Borrowing Charge as defined in the Receivership Order.

4. Endorsement of this Order by counsel appearing on this application other than the Petitioner is hereby dispensed.

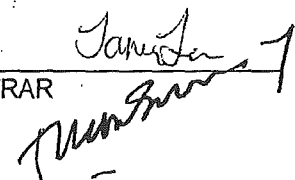
THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:



Kimberley A. Robertson ROBERTSON
lawyer for Petitioner

BY THE COURT



REGISTRAR

SCHEDULE "A"

| Counsel Name: | On Behalf Of: |
|-------------------|--|
| Colin D. Brousson | Counsel for Deloitte Restructuring Inc., Receiver |
| | |
| | |
| | |
| | |

No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK
INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, BC V6C 3L2

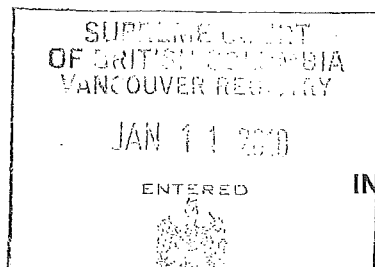
Phone: (604) 685-3456
Attention: Kimberley A. Robertson
krobertson@lawsonlundell.com

WCS

218

SCHEDULE "E"

[attached]



No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER MADE AFTER APPLICATION

(APPROVAL OF THE RECEIVER'S ACTIVITIES)

BEFORE *JUSTICE GROVES*) THURSDAY, THE 11th DAY
)
) OF JANUARY, 2018
)

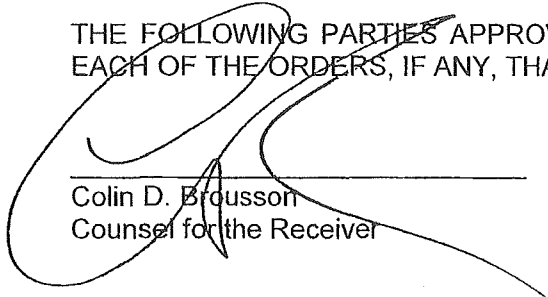
THE APPLICATION of Deloitte Restructuring Inc. in its capacity as Court-appointed Receiver-Manager (the "Receiver") of the assets, undertakings and properties of Network Intelligence Inc. (the "Company"), coming on for hearing at Vancouver, British Columbia, on this day; AND ON HEARING Colin D. Brousson, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the First Report of the Receiver, dated November 20, 2017, the Second Report of the Receiver dated December 14, 2017 (the "Second Report"), the Third Report (the "Third Report") of the Receiver dated January 3, 2018, and the Fourth Report of the Receiver, dated January 9, 2018 (the "Fourth Report");

THIS COURT ORDERS AND DECLARES THAT:

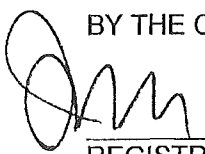
1. The service of the Notice of Application and supporting materials in regard to this order on the parties on the service list attached as Schedule "B" hereto by e-mail is good and sufficient service and the time for such service is abridged to the date of actual service;
2. The Second Report, the Third Report and the Fourth Report and the activities of the Receiver described in each of them are hereby approved.

- 3. The Receiver's statement of receipts and disbursements for the period from November 1, 2017 to January 8, 2018 attached to the Fourth Report as Appendix "A" is hereby approved
- 4. The approval of this Order by counsel appearing, other than counsel for the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Colin D. Brousson
Counsel for the Receiver

BY THE COURT


REGISTRAR



Schedule A – List of Counsel

| NAME OF COUNSEL | REPRESENTING |
|---------------------|----------------|
| KINBERLEY ROBERTSON | 1130489 BC Ltd |
| | |
| | |
| | |
| | |
| | |

Schedule B – Service List

SERVICE LIST

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.
 1130489 B.C. LTD. v. NETWORK INTELLIGENCE INC.
 SCBC No. No. S-179749, Vancouver Registry
 (as of January 9, 2018)

| | |
|---|---|
| <p>Gowling WLG (Canada) LLP 2300 – 550 Burrard Street Vancouver, BC V6C 2B5</p> <p>Colin D. Brousson email: colin.brousson@gowlingwlg.com cc: michele.hay@gowlingwlg.com</p> <p><i>Counsel for the Receiver, Deloitte</i></p> | <p>Deloitte & Touche Suite 2800, 1055 Dunsmuir Street PO Box 49279, Four Bentall Centre Vancouver, BC V7X 1P4</p> <p>Jeff Keeble email: jkeebledeloitte.ca</p> <p>Laura Chung email: lchungdeloitte.ca</p> <p>Melina McKie email: mmckiedeloitte.ca</p> <p><i>Court-appointed Receiver</i></p> |
| <p>Murphy & Company LLP 203 – 815 Hornby Street Vancouver, BC V6Z 1T9</p> <p>I. Sorenson email: isorenson@murphyandcompany.com</p> <p>Tim Murphy email :</p> <p><i>Counsel for Network Intelligence Inc.</i></p> | <p>Lawson Lundell LLP 1600 - 925 West Georgia Street Vancouver, BC V6C 3L2</p> <p>Kimberley A. Robertson email: krobertson@lawsonlundell.com</p> <p>Amanda Simister email: asimister@lawsonlundell.com</p> <p><i>Counsel for 1130489 B.C. Ltd.</i></p> |
| <p>DLA Piper (Canada) LLP 2800 – 666 Burrard Street Vancouver, BC V6C 2Z7</p> <p>Karen Fellowes email: Karen.fellowes@dlapiper.com</p> <p>Justin D. Wong email: Justin.d.wong@dlapiper.com</p> <p>Peter Li email: peter.li@dlapiper.com</p> <p>He, Weiguo (William) email: William.he@dlapiper.com</p> <p><i>Counsel for "Limited Partners"</i></p> | <p>Attorney General – Ministry of Justice Legal Services Branch #1301 – 865 Hornby Street Vancouver, BC V6Z 2G3</p> <p>Adele J. Adamic email: adele.adamic@gov.bc.ca</p> <p>Laurel Courtenay email: laurel.courtenay@gov.bc.ca</p> <p>Justin Mason email: Justin.mason@gov.bc.ca</p> <p><i>Counsel HMQ for Province of BC</i></p> |

Attorney General – Ministry of Justice

11th Floor, 1001 Douglas Street
Victoria, BC V8W 9E2

email: aaron.welch@gov.bc.ca

Counsel HMQ for Province of BC

Winright Law

Unit 621, 550 West Broadway
Vancouver, BC V5Z 0E9

Amy Diaz

email: ad@wrlaw.ca

Tel: 604-559-2529 Fax: 604-559-2530

*Counsel for investors/former employees of
Network Intelligence Inc.*

**NO. S-179749
VANCOUVER REGISTRY**

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE RECEIVERSHIP OF NETWORK
INTELLIGENCE INC.**

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER MADE AFTER APPLICATION

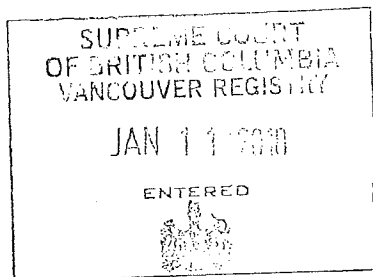
**GOWLING WLG (CANADA) LLP
Barristers & Solicitors
Bentall 5, Suite 2300
550 Burrard Street
Vancouver, BC V6C 2B5
Tel. No. 604-683-6498
Fax. No. 604-683-3558**

File No: V47245

CDB/JBR

SCHEDULE “F”

[attached]



No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER MADE AFTER APPLICATION

(APPROVAL AND VESTING ORDER)

BEFORE JUSTICE GROVES) THURSDAY, THE 11th DAY
)
) OF JANUARY, 2018

THE APPLICATION of Deloitte Restructuring Inc. in its capacity as Court-appointed Receiver-Manager (the "Receiver") of the assets, undertakings and properties of Network Intelligence Inc. (the "Company"), coming on for hearing at Vancouver, British Columbia, on this day; AND ON HEARING Colin D. Brousson, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the First Report of the Receiver, dated November 20, 2017, Second Report of the Receiver dated December 14, 2017 and the Fourth Report of the Receiver, dated January 9, 2018;

THIS COURT ORDERS AND DECLARES THAT:

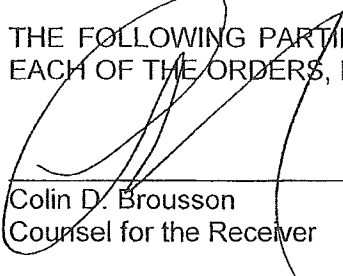
1. The service of the Notice of Application and supporting materials in regard to this order on the parties on the service list attached as Schedule "B" hereto by e-mail is good and sufficient service and the time for such service is abridged to the date of actual service;
2. The sale transaction (the "Transaction") contemplated by the Asset Purchase Agreement dated November 20, 2017 (the "Sale Agreement") between the Receiver and 1130489 B.C. Ltd. (the "Purchaser"), a copy of which is attached as Appendix "A" to the First Report of the Receiver, dated November 20, 2017 is hereby approved, and the Sale

Agreement is commercially reasonable. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets and Assumed Contracts (as defined in the Sale Agreement) (the "Purchased Assets");

3. Upon payment of the purchase price to the Receiver, all of the Company's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any Order of this Court made herein; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets;
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the payment of the purchase price all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale;
5. The Closing Date of the Transaction shall be January 17, 2018 and the Closing Time shall be 2:00 p.m. Vancouver time; 15 10
6. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court;
7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order;
8. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order;
9. This order is without prejudice to the rights of Deloitte Restructuring Inc. in its capacity as trustee in bankruptcy of the Company or any other trustee in bankruptcy that may be appointed in respect of the Company;

10. The approval of this Order by counsel appearing, other than counsel for the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Colin D. Brousson
Counsel for the Receiver

BY THE COURT



REGISTRAR



Schedule A – List of Counsel

| NAME OF COUNSEL | REPRESENTING |
|---------------------|----------------|
| KIMBERLEY ROBERTSON | 1130489 BC LTD |
| | |
| | |
| | |
| | |
| | |

Schedule B – Service List

SERVICE LIST

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.
 1130489 B.C. LTD. v. NETWORK INTELLIGENCE INC.
 SCBC No. No. S-179749, Vancouver Registry
 (as of January 9, 2018)

| | |
|---|---|
| <p>Gowling WLG (Canada) LLP 2300 – 550 Burrard Street Vancouver, BC V6C 2B5</p> <p>Colin D. Brousson email: colin.brousson@gowlingwlg.com cc. michele.hay@gowlingwlg.com</p> <p><i>Counsel for the Receiver, Deloitte</i></p> | <p>Deloitte & Touche Suite 2800, 1055 Dunsmuir Street PO Box 49279, Four Bentall Centre Vancouver, BC V7X 1P4</p> <p>Jeff Keeble email: jkeeble@deloitte.ca</p> <p>Laura Chung email: lchung@deloitte.ca</p> <p>Melina McKie email: mmckie@deloitte.ca</p> <p><i>Court-appointed Receiver</i></p> |
| <p>Murphy & Company LLP 203 – 815 Hornby Street Vancouver, BC V6Z 1T9</p> <p>I. Sorenson email: isorenson@murphyandcompany.com</p> <p>Tim Murphy email :</p> <p><i>Counsel for Network Intelligence Inc.</i></p> | <p>Lawson Lundell LLP 1600 - 925 West Georgia Street Vancouver, BC V6C 3L2</p> <p>Kimberley A. Robertson email: krobertson@lawsonlundell.com</p> <p>Amanda Simister email: asimister@lawsonlundell.com</p> <p><i>Counsel for 1130489 B.C. Ltd.</i></p> |
| <p>DLA Piper (Canada) LLP 2800 – 666 Burrard Street Vancouver, BC V6C 2Z7</p> <p>Karen Fellowes email: Karen.fellowes@dlapiper.com</p> <p>Justin D. Wong email: Justin.d.wong@dlapiper.com</p> <p>Peter Li email: peter.li@dlapiper.com</p> <p>He, Weiguo (William) email: William.he@dlapiper.com</p> <p><i>Counsel for "Limited Partners"</i></p> | <p>Attorney General – Ministry of Justice Legal Services Branch #1301 – 865 Hornby Street Vancouver, BC V6Z 2G3</p> <p>Adele J. Adamic email: adele.adamic@gov.bc.ca</p> <p>Laurel Courtenay email: laurel.courtenay@gov.bc.ca</p> <p>Justin Mason email: Justin.mason@gov.bc.ca</p> <p><i>Counsel HMQ for Province of BC</i></p> |

Attorney General – Ministry of Justice

11th Floor, 1001 Douglas Street
Victoria, BC V8W 9E2

email: aaron.welch@gov.bc.ca

Counsel HMQ for Province of BC

Winright Law

Unit 621, 550 West Broadway
Vancouver, BC V5Z 0E9

Amy Diaz

email: ad@wrlaw.ca

Tel: 604-559-2529 Fax: 604-559-2530

*Counsel for investors/former employees of
Network Intelligence Inc.*

**NO. S-179749
VANCOUVER REGISTRY**

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE RECEIVERSHIP OF NETWORK
INTELLIGENCE INC.**

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

ORDER MADE AFTER APPLICATION

**GOWLING WLG (CANADA) LLP
Barristers & Solicitors
Bentall 5, Suite 2300
550 Burrard Street
Vancouver, BC V6C 2B5
Tel. No. 604-683-6498
Fax. No. 604-683-3558**

File No: V47245

CDB/JBR

NETINT TECHNOLOGIES INC.

and

NETWORK INTELLIGENCE INC.

Applicant

Respondent

Court File No. CV-18-00606067-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

RECOGNITION ORDER

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sam Babe (LSUC # 49498B)

Tel: 416.865.7718

Fax: 416.863.1515

Email: sbabe@airdberlis.com

Ian Aversa (LSUC # 55449N)

Tel: 416.865.3082

Fax: 416.863.1515

Email: iaversa@airdberlis.com

Lawyers for Netint Technologies Inc.