

CANADA

SUPERIOR COURT  
(Commercial Division)  
*The Companies' Creditors  
Arrangement Act*

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PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL  
NO.: 500-11-034815-080

MONTREAL, this 28<sup>th</sup> day of  
January, 2009

IN THE PRESENCE OF:  
THE HONOURABLE JUSTICE  
WILLIAM FRAIBERG, S.C.J.

IN THE MATTER OF THE PLAN OF  
ARRANGEMENT AND COMPROMISE  
OF:

KOMUNIK CORPORATION

and

KOMUNIK DATAMARK INC.

and

KOMUNIK INTRAMEDIA INC.

Petitioners

and

RSM RICHTER INC.

Monitor

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**SECOND EXTENSION ORDER**

**CONSIDERING** the Petitioners "*Petition for the Extension of the Stay Period and for the Approval of a Transaction for the Sale of the Konversation Division of Komunik Corporation*" (the "**Petition**") and its supporting exhibits,;

**CONSIDERING** the representations made by counsel; and

**GIVEN** the provisions of the CCAA;

**WHEREFORE, THE COURT:**

**GRANTS** the present Petition;

**EXEMPTS** Komunik Corporation, Komunik Datamark Inc. and Komunik Intramedia Inc. (collectively, the "**Company**") from having to serve the Petition and from any notice of presentation;

**EXTENDS** the Stay Period and the Stay Termination Date (as defined in the Order rendered on November 18, 2008 by the Honourable William Fraiberg, S.C.J., (the "**Initial Order**")), up to and including February 25, 2009;

**RENEWS**, in full, subject to any necessary adaptations, the Initial Order until February 25, 2009;

**APPROVES** the contents of the Agreement of Purchase and Sale (Exhibit P-2, filed under seal) executed between the Company and Intema Solutions Inc. (the "**Agreement**");

**APPROVES AND AUTHORIZES** the sale by the Company to Intema Solutions Inc. of all assets described at Schedule 1.1(e) of the Agreement (and for greater clarity which assets do not and shall not include leased assets) (the "**Purchased Assets**"), pursuant to and in accordance with the terms and conditions set out in the Agreement;

**AUTHORIZES** the Company to execute any and all other documents necessary in order to complete the sale of the Purchased Assets;

**ORDERS AND DECLARES** that upon closing of the transaction set out in the Agreement, the Purchased Assets shall be vested absolutely and

exclusively in and with Intema Solutions Inc., free and clear of and from any and all rights, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), or other claims or encumbrances, whether or not they have been attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order issued on November 18, 2008 by Justice William Fraiberg, J.S.C., and/or any other CCAA order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of any province in Canada and the Civil Code of Québec (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets as of such final execution, subject to the following paragraph hereof;

**ORDERS** that the Encumbrances be transferred to and conveyed upon, and thus charge, the proceeds from the sale of the Purchased Assets, subject to all defects, attributes and considerations affecting and/or relating to the Encumbrances in existence prior to the said transfer;

**ORDERS** the Monitor to hold the said proceeds from the sale of the Purchased Assets in trust, until such time as this Court issues an order authorizing the distribution of such proceeds;

**ORDERS** that notwithstanding:

- a) these proceedings under the CCAA;

b) any petitions for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("BIA") and any received order issued pursuant to any such petition or;

c) the provisions of any federal or provincial statute;

the vesting of the Purchased Assets in Intema Solutions Inc., as well as the execution of all agreements pursuant to this Order, shall be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression remedy;

**ORDERS** that the Agreement of Purchase and Sale be kept confidential and under seal until the earlier of a) the closing of the transaction set out in the Agreement and b) further order of this Court;

**APPROVES** and **ORDERS** the implementation of the terms and conditions of the HSBC Bank Fourth Forbearance Agreement (Exhibit P-3 to this Petition);

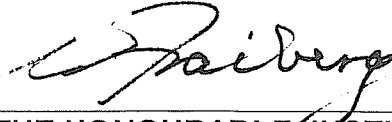
**APPROVES** and **ORDERS** the implementation of the terms and conditions of the HSBC Capital Second Forbearance Agreement (Exhibit P-4 to this Petition);

**APPROVES** the Monitor's activities, as described in the Monitor's Second Report (Exhibit P-1 to this Petition);

**ORDERS** the provisional execution of the order rendered herein notwithstanding any appeal;

THE WHOLE, without costs.

MONTREAL, this 28<sup>th</sup> day of January,  
2009



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THE HONOURABLE JUSTICE  
WILLIAM FRAIBERG, S.C.J.

COPIE CONFORME



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