

RSM Richter Inc.

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April 23, 2008

TO: THE SCHEDULED CREDITORS OF SRX POST HOLDINGS INC. (FORMERLY KNOWN AS SR TELECOM INC.)

SUBJECT: IN THE MATTER OF THE RESTRUCTURING OF SRX POST HOLDINGS INC. (FORMERLY KNOWN AS SR TELECOM INC.) SCM: 500-11-031896-075

As you may already know, SRX Post Holdings Inc., formerly known as SR Telecom Inc. ("**SRT**"), instituted proceedings before the Superior Court of Quebec (the "**Court**") on November 19, 2007 pursuant to the *Companies' Creditors Arrangement Act (Canada)* (the "**Proceedings**"). In accordance with the order rendered by the Court on April 23, 2008 establishing a process to identify, adjudicate and bar claims against SRT and its directors and officers (the "**Claims Process**"), we enclose herewith various documents relating to claims you may have in relation to SRT, for your immediate attention and follow-up.

In the context of the Proceedings, the Court rendered an order (the "**Order**") pursuant to which it authorized SRT to sell substantially all of its assets to SR Telecom & Co. S.E.C. (the "**Purchaser**"), an affiliate of Lagassé Communication & Industries Inc. (the "**Sale**"). The Sale closed on April 4, 2008.

Pursuant to the Order and the Sale, certain contracts entered into between SRT and third parties were assigned to the Purchaser (the "**Transferred Contracts**").

Please be advised that, except for the Transferred Contracts, SRT hereby terminates and repudiates any contracts or agreements it has or may have had with you, including without limitation any employment, lease, service, supply, manufacturing, sale, warranty or any other contract or agreement of any nature whatsoever (the "**Repudiated Contracts**").

Page 2

Please also be advised that, further to the Sale, SRT has ceased all business operations. SRT has no further obligations pursuant to, and will no longer honour the terms of, the Transferred Contracts and the Repudiated Contracts. As a result, any claim you may have resulting from the Transferred Contracts or the Repudiated Contracts must be made pursuant to the Claims Process, as set out in the enclosed documents. Please refer to the enclosed Instruction Letter in relation to the process to be followed with respect to proving your Claims pursuant to the Claims Process.

The amount of your Claim(s) has been set out in the Notice of Scheduled Creditor's Claim included herewith. If you agree with the amount of your Claim set out in the Notice of Scheduled Creditor's Claim, you do not need to take any additional action. If you disagree with the amount of your Claim(s) set out in the Notice of Scheduled Creditor's Claim, please refer to the Instruction Letter for the procedure to follow for filing a Notice of Dispute.

Yours truly,

RSM RICHTER INC., in its capacity as Monitor of SRX Post Holdings Inc., (formerly known as SR Telecom Inc.)

A handwritten signature in blue ink, appearing to read 'Raymond Massi', is placed over a light blue rectangular background.

Raymond Massi, CA

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-11-031896-075

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act,
R.S.C. 1985, c. C-36)

**IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:**

**SRX POST HOLDINGS INC. (FORMERLY KNOWN AS
SR TELECOM INC.)**

**INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF
SRX POST HOLDINGS INC. (FORMERLY KNOWN AS SR TELECOM INC.)
(THE "PETITIONER")**

A. – Claims Process

By order of the Honourable Justice Chantal Corriveau, J.S.C. dated April 23, 2008 under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "CCAA"), the Petitioner has been authorized to conduct a claims process (the "Claims Process").

This letter provides instructions for responding to a Notice of Scheduled Creditor's Claim or completing the Proof of Claim. For your information, there is currently no proposed plan under the CCAA. Defined terms which are not defined herein shall have the meaning ascribed thereto in the Claims Process.

The Claims Process is intended for any person with any claim of any kind or nature whatsoever against the Petitioner, or any of its directors or officers, as more particularly described in the Claims Process.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to the Monitor at:

**RSM Richter Inc. (In its capacity as Monitor of
SRX Post Holdings Inc. formerly known as SR Telecom Inc.)
2, Place Alexis Nihon
Suite 2200
Montréal, Québec H3Z 3C2**

**Attention: Ariella Yedid
Fax: (514) 934-3477
E-mail: srtelecomclaims@rsmrichter.com**

B. – For Creditors who have received a Notice of Scheduled Creditor's Claim

If you have received a Notice of Scheduled Creditor's Claim, you do not need to file a Proof of Claim. Your Claim will be admitted at the amount set out in the Notice of Scheduled Creditor's Claim.

If you have received a Notice of Scheduled Creditor's Claim and you disagree with the amount set out therein, you are entitled to dispute the Notice of Scheduled Creditor's Claim by delivering a Notice of Dispute (in the form enclosed herewith) together with supporting documentation so that it is received by the Monitor by no later than 5:00 p.m. (Montreal time) on May 23, 2008 (the "Claims Bar Date").

If you do not deliver a Notice of Dispute so that it is received by the Monitor by the Claims Bar Date, the value of your Claim will be deemed to be as set out in the Notice of Scheduled Creditor's Claim.

If you have not received a Notice of Scheduled Creditor's Claim, please follow the instructions under Section C ("Submitting a Proof of Claim") below.

C. – For Persons Submitting a Proof of Claim

If you believe that you have a Claim against the Petitioner and you have not received a Notice of Scheduled Creditor's Claim, you will have to file a Proof of Claim with the Monitor by the Claims Bar Date, failing which your Claims against the Petitioner will be extinguished and forever barred.

Additional Proof of Claim forms can be found on the Monitor's website at <http://www.rsmrichter.com/Restructuring/SRTelecom.aspx> or obtained by contacting the Monitor in writing by mail, fax, or e-mail at the coordinates indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information you will receive, as soon as practicable, additional Proof of Claim forms.

D. – For Creditors Submitting a D&O Claim

If you believe that you have a Claim against the directors or officers of the Petitioner, you must contact the Monitor in writing by mail, fax, or e-mail at the coordinates indicated above to obtain a D&O Proof of Claim form and file the D&O Proof of Claim form with the Monitor by the Claims Bar Date, failing which your Claims against any such directors or officers will be extinguished and forever barred.

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-11-031896-075

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act,
R.S.C. 1985, c. C-36)

**IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:**

**SRX POST HOLDINGS INC. (FORMERLY KNOWN AS SR
TELECOM INC.)**

NOTICE OF DISPUTE

A. PARTICULARS OF CREDITOR:

- (1) Full Legal Name of Creditor: _____
- (2) Full Mailing Address of Creditor: _____

- (3) Telephone Number of Creditor: _____
- (4) Facsimile Number of Creditor: _____
- (5) E-mail Address of Creditor: _____
- (6) Attention (Contact Person): _____

B. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:

(1) Have you acquired this Claim by assignment? Yes No
(if yes, attach documents evidencing assignment)

(2) Full legal name of original creditor(s): _____

C. DISPUTE OF NOTICE OF SCHEDULED CREDITOR'S CLAIM:

We hereby disagree with the value of our Claim as set out in the Notice of Scheduled Creditor's Claim, dated April 23, 2008,

as set out below:

i) Claim arising on or prior to November 19, 2007:

Revised Claim as Disputed by the Creditor	Secured Claim	Unsecured Claim	Currency
\$	\$	\$	

ii) Claim arising after November 19, 2007:

Revised Claim as Disputed by the Creditor	Secured Claim	Unsecured Claim	Currency
\$	\$	\$	

D. REASONS FOR DISPUTE:

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

This Notice of Dispute must be returned to and received by the Petitioner and the Monitor by e-mail, facsimile or courier service **by no later than 5:00 p.m. (Montreal Time) on May 23, 2008 at the addresses set forth below:**

Petitioner's Counsel:

Osler, Hoskin & Harcourt LLP
1000 De La Gauchetière Street West
Suite 2100
Montréal, Québec H3B 4W5

Attention: Martin Desrosiers and Allon Pollak

Fax: (514) 904-8101

E-mail: mdesrosiers@osler.com; apollak@osler.com

The Monitor:

RSM Richter Inc.
2, Place Alexis Nihon
Suite 2200
Montréal, Québec H3Z 3C2

Attention: Ariella Yedid

Fax: (514) 934-3477

E-mail: srtelecomclaims@rsmrichter.com

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-031896-075

DATE: April 23, 2008

BY: THE HONOURABLE CHANTAL CORRIVEAU, J.S.C

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

SRX POST HOLDINGS INC. (formerly known as SR TELECOM INC.)

Petitioner

AND

RSM RICHTER INC.

Monitor

CLAIMS PROCESS ORDER

CONSIDERING the Petitioner's Motion to Establish a Claims Process, the Affidavit in support thereof and the representations made by Counsel for the Petitioner;

FOR THESE REASONS, THE COURT:

[1] **GRANTS** the present motion.

[2] **DECLARES** sufficient the service of the present motion and the prior notice of its presentation.

[3] **ORDERS** that the following terms shall have the following meanings ascribed thereto:

- 3.1. **"Business Day"** means a day other than a Saturday, a Sunday or non-judicial day (as defined in article 6 of the *Code of Civil Procedure*, R.S.Q., c. C-25, as amended);
- 3.2. **"Calendar Day"** means any day, including Saturday, Sunday or statutory holiday in Montréal, Québec;
- 3.3. **"CBCA"** means the Canada Business Corporations Act, R.S.C. 1985, c. C-44 as amended;
- 3.4. **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- 3.5. **"CCAA Proceedings"** means the proceedings under the CCAA in respect of the Petitioner commenced pursuant to the Initial Order;
- 3.6. **"Chair"** has the meaning set forth in paragraph [34] hereof;
- 3.7. **"Claim"** means (i) any right or claim of any Person against the Petitioner, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Petitioner, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including without limitation, arising by reason of the commission of a tort (intentional or unintentional), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust, constructive trust or deemed trust (statutory, express, implied, resulting, or otherwise) against any property or assets, any Taxes and together with any security enforcement costs or legal costs associated with any such claim, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, by surety, by warranty, or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation, any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation by the Petitioner of any contract, lease or other agreement, whether written or oral, any claim made or asserted against the Petitioner through any affiliate, associated or related person as such terms are defined in the CBCA, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, and includes any other claims of any kind that, if unsecured, would have been claims provable in bankruptcy within the meaning

of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 had the Petitioner become bankrupt on the Filing Date, including any other claims arising from or caused by, directly or indirectly, the implementation of, or any action taken pursuant to, the Initial Order or the CCAA Proceedings; and (ii) any Subsequent Claim;

- 3.8. **"Claims Bar Date"** means 5:00 p.m. on May 23, 2008;
- 3.9. **"Claims Process"** means the claims process set forth herein including the Schedules to the present Order;
- 3.10. **"Court"** means the Superior Court of Québec (Commercial Division);
- 3.11. **"Cover Letter"** means the cover letter substantially in the form attached as Schedule "A" hereto;
- 3.12. **"Creditor"** means any Person having a Claim against the Petitioner to the extent of that Claim and may, where the context requires, include the assignee of a Claim, or a trustee, interim receiver, receiver, receiver and manager, liquidator, or other Person acting on behalf of such Person;
- 3.13. **"Creditor Schedule"** means a list prepared by the Petitioner, and delivered to the Monitor of all Scheduled Creditors, which list includes the name, last known address and last known fax number, if available, of each Scheduled Creditor, together with the amount owed by Petitioner to each Scheduled Creditor;
- 3.14. **"Crown"** means Her Majesty the Queen in right of Canada or any province thereof;
- 3.15. **"Designated Newspapers"** means the Wall Street Journal, El Universal (Chile), Clarin (Argentina), Al Universal (Mexico), El Pais (Spain), the Globe & Mail (National Edition), La Presse and the Montreal Gazette
- 3.16. **"Director"** has the meaning ascribed to such term in the Initial Order;
- 3.17. **"D&O Claim"** means any existing or future right or claim of any Person against one or more of the Directors of the Petitioner which arose or arises as a result of such Director's position, supervision, management or involvement as a director or officer of the Petitioner, whether such right or claim, or the circumstances giving rise to it, arose before or after the Initial Order and whether enforceable in any civil, administrative or criminal proceeding, including, without limitation any right or claim:
- 3.17.1. relating to any of the categories of obligations described in paragraph 22 of the Initial Order, whether accrued or falling due before or after the Initial Order, in respect of which a Director may be liable in his or her capacity as such;
- 3.17.2. in respect of which a Director may be liable in his or her capacity as such

concerning employee entitlements to wages or other debts for services rendered to the Petitioner or for vacation pay, pension contributions, benefits, claims for termination or severance pay, or other amounts related to employment or pension plan rights or benefits or for taxes owing by the Petitioner or amounts which were required by law to be withheld by the Petitioner;

3.17.3.in respect of which a Director may be liable in his or her capacity as such as a result of any act, omission or breach of a duty, or

3.17.4.that is or is related to a penalty, fine or claim for damages or costs.

3.18. **"D&O Claim Package"** means: (i) the form of D&O Proof of Claim; (ii) a copy of this Order (excluding the Schedules thereto); and any other materials as the Monitor may consider appropriate or desirable in the circumstances;

3.19. **"D&O Proof of Claim"** means the proof of claim form substantially in the form attached as Schedule "J";

3.20. **"Excluded Claims"** means the Claims of the Monitor, the Monitor's legal counsel and the Petitioner's legal counsel in respect of their respective fees and disbursements;

3.21. **"Filing Date"** means November 19, 2007;

3.22. **"Information Package"** means: (i) the Cover Letter, (ii) the Instruction Letter, (iii) the form of Notice of Dispute, (iv) a copy of this Order (excluding the Schedules thereto), and any other materials as the Monitor may consider appropriate or desirable in the circumstances;

3.23. **"Initial Order"** means the initial order of this Court in the CCAA Proceedings, dated November 19, 2007, as extended on December 17, 2007, on February 29, 2008, and as may be further amended, extended or varied from time to time;

3.24. **"Instruction Letter"** means the instruction letter substantially in the form attached as Schedule "D" hereto;

3.25. **"KERP Order"** means the Order of this Court in the CCAA Proceedings dated December 10, 2007;

3.26. **"Meeting of Creditors"** means a meeting of the Creditors called for the purpose of considering and voting in respect of the Plan pursuant to the CCAA, as same may be adjourned or rescheduled, as the case may be;

3.27. **"Meeting Materials"** has the meaning set forth at paragraph [39] hereof;

3.28. **"Motion"** means the Petitioner's Motion to Establish a Claims Process;

3.29. **"Notice of Claims Bar Date"** means the notice informing the Creditors of

the Claims Bar Date, substantially in the form attached as Schedule "E", which shall be distributed and published in accordance with the terms hereof;

- 3.30. **"Notice of Dispute"** means a written notice, substantially in the form attached as Schedule "F", delivered to the Monitor by a Scheduled Creditor who has received a Notice of Scheduled Creditor's Claim and who intends to dispute such Notice of Scheduled Creditor's Claim, providing the reasons for its dispute;
- 3.31. **"Notice of Scheduled Creditor's Claim"** means a notice, substantially in the form attached as Schedule "C", to be sent to each of the Scheduled Creditors;
- 3.32. **"Notice of Revision or Disallowance"** means a notice, substantially in the form attached as Schedule "G", advising a Creditor that the Monitor has revised or rejected all or part of its Proof of Claim or Notice of Dispute for the purposes of voting or distribution and providing the reasons for the revision or rejection;
- 3.33. **"Notice of Meeting and Sanction Hearing"** means the Notice informing the Creditors of the Meeting of Creditors and of the Sanction Hearing, substantially in the form attached as Schedule "I", which shall be distributed and published in accordance with the terms hereof;
- 3.34. **"Order"** means any order of the Court in the CCAA Proceedings;
- 3.35. **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government body or agency, or any other entity, or any representative thereof;
- 3.36. **"Petitioner"** means SRX Post Holdings Inc. (formerly known as SR Telecom Inc.);
- 3.37. **"Plan"** means the plan of compromise and arrangement pursuant to the CCAA and, as the case may be, the CBCA, to be filed by the Petitioner, as such Plan may be amended or replaced from time to time in accordance with its terms;
- 3.38. **"Proof of Claim"** means a proof of claim substantially in the form attached as Schedule "B";
- 3.39. **"Proven Claim"** means the amount of a Claim which has been finally determined for voting and distribution purposes in accordance with this Claims Process;
- 3.40. **"Sanction Hearing"** means a hearing before the Court to seek the approval of the Plan;
- 3.41. **"Scheduled Creditors"** means those Creditors whose Claims are included in Petitioner's books and records, and that appear on the Creditor

Schedule;

- 3.42. **"Secured Lenders"** means the syndicate of lenders which have entered into an Amended and Restated Credit Agreement between Petitioner, as borrower, BNY Trust Company of Canada, as administrative agent and collateral agent, and the lenders party thereto dated as of June 27, 2007, as amended, restated or otherwise modified from time to time;
- 3.43. **"Subsequent Claim"** means any claim or right of any Person against the Petitioner in connection with any unpaid indebtedness, liability or obligation of any kind owed to such Person incurred or arising out of events or transactions occurring after the Filing Date, including without limitation, as a result of any goods or services supplied after the Filing date or as a result of the restructuring, repudiation or termination after the Filing Date of any contract, lease or other agreement whether written or oral, provided however, that a "Subsequent Claim" shall not include Excluded Claims;
- 3.44. **"Tax" or "Taxes"** means taxes, including all income taxes, capital, corporate, gross receipts, goods and services taxes, Quebec sales tax, sales, use, value-added, *ad valorem*, transfer, real or personal property, business, franchise, license, and excise, together with any interest and any penalties or additional amounts imposed by any taxing authority, and any interest, penalties, fines, additional taxes and additions to tax imposed with respect to the foregoing, and any liability for the payment of any amount of the type described above as a result of being a "transferee" (within the meaning of section 160 of the Income Tax Act (Canada) or any other applicable law) of the Petitioner;
- 3.45. **"Voting Claim"** means the Claim of the Creditor which is accepted for voting purposes in accordance with Paragraph [26] of this Order; and
- 3.46. **"Website"** means
<http://www.rsmrichter.com/Restructuring/SRTelecom.aspx>.

[4] **ORDERS** that the following Schedules form part of this Claims Process:

- 4.1. Schedule "A" – Form of Cover Letter;
- 4.2. Schedule "B" – Form of Proof of Claim;
- 4.3. Schedule "C" – Form of Notice of Scheduled Creditor's Claim;
- 4.4. Schedule "D" - Instruction Letter;
- 4.5. Schedule "E" – Form of Notice of Claims Bar Date;
- 4.6. Schedule "F" – Form of Notice of Dispute;
- 4.7. Schedule "G" – Form of Notice of Revision or Disallowance;
- 4.8. Schedule "H" – Form of Proxy

4.9. Schedule "I" – Notice of Meeting and Sanction Hearing

4.10. Schedule "J" – Form of D&O Proof of Claim

[5] **ORDERS** that the Monitor may make any required amendments or modifications to the Schedules without seeking approval of the Court.

[6] **ORDERS** that the Monitor is authorized and empowered to exercise its duties hereunder.

[7] **ORDERS** that the Monitor may, if necessary, apply to this Court for directions regarding its obligations under this Claims Process (as defined herein).

NOTIFICATION TO CREDITORS

[8] **ORDERS** that by no later than April 28, 2008, the Monitor shall publish the Notice of Claims Bar Date, or translations thereof, as applicable, in the Designated Newspapers, informing all Creditors of the Claims Bar Date.

[9] **ORDERS** that the Monitor shall publish a copy of the Information Package on its Website on or before 5:00 p.m. by no later than April 25, 2008.

SCHEDULED CREDITORS

[10] **ORDERS** that the Petitioner shall, on or before April 23, 2008, provide the Creditor Schedule to the Monitor in electronic format acceptable to the Monitor.

[11] **ORDERS** that the Monitor shall send to each Scheduled Creditor its Notice of Scheduled Creditor's Claim, plus a copy of the Information Package, by no later than April 28, 2008.

[12] **ORDERS** that any Scheduled Creditor who disputes the amount of its Claim as set out in the Notice of Scheduled Creditor's Claim sent to it must return its completed Notice of Dispute to the Monitor by no later than the Claims Bar Date. Upon receipt of any Notice of Dispute, the Monitor shall forthwith provide a copy thereof to the Petitioner.

[13] **ORDERS** that any Scheduled Creditor who does not file a Notice of Dispute with the Monitor by the Claims Bar Date shall be deemed to have accepted the amount in the Notice of Scheduled Creditor's Claim and be entitled to vote at the Meeting of Creditors and shall be entitled to receive any distributions pursuant to the Plan (to the extent that such Claims are entitled to vote upon and receive distributions under the Plan) only with respect to its Claims, if any, as set out in the Notice of Scheduled Creditor's Claim and the remainder of its Claims, if any, shall be extinguished and forever barred.

OTHER CREDITORS

[14] **ORDERS** that the Monitor shall send to each Creditor (other than a Scheduled Creditor) who, prior to the Claims Bar Date, notifies the Monitor of a purported Claim, a

copy of the Information Package and a form of Proof of Claim and **ORDERS** that any such Creditor must deliver its completed Proof of Claim to the Monitor so that it is received by the Monitor by no later than the Claims Bar Date in order to avoid having its Claims automatically extinguished and forever barred. Upon receipt of any Proof of Claim, the Monitor shall forthwith provide a copy thereof to the Petitioner.

[15] **ORDERS** that any Creditor (other than a Scheduled Creditor) that does not file a Proof of Claim by the Claims Bar Date shall be forever barred from making, asserting or enforcing any Claim against the Petitioner at a later time, shall not be entitled to receive the Meeting Materials or to vote at any Meeting of Creditors in respect of such Claim, and shall not be entitled to receive any distribution under the Plan in respect of such Claim, and such Creditor's Claim shall be extinguished and forever barred.

EXCLUDED CLAIMS

[16] **ORDERS** that Excluded Claims are excluded from the Claims Process and that no Proof of Claim is required to be filed in respect of an Excluded Claim.

D&O CLAIMS

[17] **ORDERS** that the Monitor shall send a copy of the D&O Claim Package to each Person who has notified the Monitor of a potential D&O Claim as at the date of this Order, and each Person who requests a copy of the D&O Claim Package from the Monitor after the date of this Order, up to the Claims Bar Date.

[18] **ORDERS** that any Person wishing to assert a D&O Claim shall deliver a completed D&O Proof of Claim to the Monitor so that it is received by the Monitor on or before the Claims Bar Date.

[19] **ORDERS** that any Person who does not file a D&O Proof of Claim on or before the Claims Bar Date shall be forever barred from making, asserting or enforcing a D&O Claim against a Director or the Petitioner and that any such D&O Claim shall be extinguished and forever barred.

[20] **ORDERS** that, with respect to any D&O Claim not received by the Monitor on or before the Claims Bar Date, the Directors and the Petitioner shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, responses, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may have been entitled to assert, including without limitation any and all claims in respect of potential statutory liabilities, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction or dealing or other occurrence existing or taking place prior to the Claims Bar Date.

RESOLUTION OF CLAIMS

[21] **ORDERS** that the Monitor, with the assistance of the Petitioner, shall review each Proof of Claim filed by the Claims Bar Date, and shall accept, revise or reject the amount set out in such Proof of Claim, and where applicable, **ORDERS** that the Monitor shall, as soon as possible after receipt of a Proof of Claim but in any event no later than June 9, 2008, notify a Creditor who has filed a Proof of Claim that is disputed, that such Proof of Claim has been revised or rejected and the reasons therefor, by delivering to such Creditor (with a copy to the Petitioner) a Notice of Revision or Disallowance.

[22] **ORDERS** that the Monitor, with the assistance of the Petitioner, shall review each Notice of Dispute filed by the Claims Bar Date, and shall accept, revise or reject the amount set out in such Notice of Dispute, and where applicable, **ORDERS** that the Monitor shall, as soon as possible after receipt of a Notice of Dispute but in any event no later than June 9, 2008, notify a Scheduled Creditor who has filed a Notice of Dispute that is disputed, that such Notice of Dispute has been revised or rejected and the reasons therefor, by delivering to such Scheduled Creditor (with a copy to the Petitioner) a Notice of Revision or Disallowance.

[23] **ORDERS** that where the Monitor does not deliver, by June 9, 2008, a Notice of Revision or Disallowance to a Creditor who has submitted a Proof of Claim, then, subject to further Order of this Court, the Monitor shall be deemed to have accepted the Claim set out in such Proof of Claim as a Proven Claim for voting purposes at the Meeting of Creditors and for distribution purposes under the Plan (to the extent that such Claim entitles a Creditor to vote upon and receive distributions under the Plan).

[24] **ORDERS** that where the Monitor does not deliver, by June 9, 2008, a Notice of Revision or Disallowance to a Scheduled Creditor who has submitted a Notice of Dispute, then, subject to further Order of this Court, the Monitor shall be deemed to have accepted the Claim set out in such Notice of Dispute as a Proven Claim for voting purposes at the Meeting of Creditors and for distribution purposes under the Plan (to the extent that such Claim entitles a Creditor to vote upon and receive distributions under the Plan).

[25] **ORDERS** that any Creditor who intends to dispute a Notice of Revision or Disallowance shall, within ten (10) days of receipt of the Notice of Revision or Disallowance (in accordance with the terms hereof), file an appeal motion with the Court and serve a copy of such appeal motion to the Petitioner and the Monitor, failing which, the Proven Claim of such Creditor shall be deemed to be the Claim set out in the Notice of Revision or Disallowance. Where an appeal motion has been filed, the Court's final determination of the value of the Creditor's Claim shall be deemed to be the Creditor's Proven Claim for distribution purposes under the Plan (to the extent that such Claim entitles a Creditor to receive distributions under the Plan) and shall be final and binding on the parties once there exists no further right of appeal.

[26] **ORDERS** that where the disputed Creditor's Claim has not been finally resolved or determined on or before June 16, 2008, the Monitor is authorized to determine on or before the Meeting of Creditors the value of such Creditor's Claim for voting purposes at

the Meeting of Creditors (to the extent that such Claim entitles a Creditor to vote upon the Plan).

[27] **ORDERS** that with regard to any D&O Proof of Claim filed by any Person, the Monitor, the Petitioner, any Director and the Secured Lenders shall be entitled to seek further directions of this Court with respect to the determination and resolution of any D&O Claim set out therein, including, without limitation, with respect to issues relating to paragraphs [22] and [23] of the Initial Order.

MEETING OF CREDITORS

[28] **ORDER** that the Petitioner be and is hereby authorized to call, hold and conduct the Meeting of Creditors at a date to be determined in conjunction with the Monitor, in Montréal, Québec for the purpose of considering and, if deemed advisable, approving the Plan, unless the Creditors decide by resolution carried by the majority of votes (one vote for each dollar of every Proven Claim and every Voting Claim) to postpone the Meeting of Creditors;

[29] **ORDERS** that the only Persons entitled to attend and speak at the Meeting of Creditors are Creditors with Proven Claims and/or Voting Claims (to the extent that such Claims are affected Claims which are entitled to vote pursuant to the terms of the Plan) and their proxy holders, representatives of the Petitioner, members of the board of directors of the Petitioner, representatives of the Monitor and their respective legal and financial advisors. Any other Person may be admitted to the Meeting of Creditors on invitation of the Chair;

[30] **ORDERS** that the quorum required at the Meeting of Creditors shall be one Creditor present at such meeting in person or by proxy. If the requisite quorum is not present at the Meeting of Creditors, then the Meeting of Creditors shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable;

[31] **ORDERS** that the only Persons entitled to vote at the Meeting of Creditors shall be Creditors with Proven Claims and/or Voting Claims (to the extent that such Claims are affected Claims which are entitled to vote pursuant to the terms of the Plan) and their proxy holders. Each Creditor with a Proven Claim or a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Proven Claim or Voting Claim as determined in accordance with this Order. A Creditor's Proven Claim or Voting Claim shall not include fractional numbers and Proven Claims or Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;

[32] **ORDERS** that any proxy that any Creditor wishes to submit in respect of the Meeting of Creditors (or any adjournment thereof) must be substantially in the form attached hereto as Schedule "H" (or in such other form acceptable to the Chair) and be received by the Monitor before the beginning of the Meeting of Creditors;

[33] **ORDERS** that the results of any and all votes conducted at the Meeting of Creditors shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Meeting of Creditors;

[34] **ORDERS** that the Monitor shall preside as the chair of the Meeting of Creditors (the "Chair") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Meeting of Creditors. Petitioner and any Creditor may appeal from any decision of the Chair to the Court, within five (5) Business Days of any such decision;

[35] **ORDERS** that, at the Meeting of Creditors, the Chair shall be and is hereby authorized to direct a vote with respect to the Plan and any amendments thereto as the Petitioner and the Monitor may consider appropriate;

[36] **ORDERS** that the Chair be and is hereby authorized to adjourn the Meeting of Creditors on one or more occasions to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Meeting of Creditors for the purpose of any adjournment);

[37] **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Meeting of Creditors. A Person designated by the Monitor shall act as secretary at the Meeting of Creditors;

[38] **ORDERS** that the Monitor shall be directed to calculate the votes cast at the Meeting of Creditors called to consider the Plan in accordance with this Order and shall report to the Court at the Sanction Hearing as to the effect, if any, that the Monitor's determination of Creditors' Voting Claims pursuant to Paragraph [26] hereof had on the outcome of the votes cast at the Meeting of Creditors;

NOTICE OF MEETING AND SANCTION HEARING

[39] **ORDERS** that the Monitor shall publish the following documents on its Website (collectively, the "Meeting Materials") at least 21 days prior to the Meeting of Creditors:

- 39.1. the Notice of Meeting and Sanction Hearing;
- 39.2. the Plan;
- 39.3. a copy of the form of proxy for Creditors substantially in the form attached hereto as Schedule "H"; and
- 39.4. any other materials as the Monitor may consider appropriate or desirable in the circumstances

[40] **ORDERS** that the Monitor shall send the Meeting Materials to all Creditors with a Proven Claim or a Voting Claim at least 21 days prior to the Meeting of Creditors;

[41] **ORDERS** that publication of a copy of the Notice of Meeting and Sanction Hearing in the manner set out in paragraph [39], and the delivery of the Meeting Materials as set out in paragraph [40], shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or by proxy at the Meeting of Creditors, or who may wish to appear in these proceedings, and no other form of

notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;

NOTICES

[42] **ORDERS** that any notice or other communication to be given under this Claims Process by a Creditor to the Monitor or to the Petitioner shall be in writing in substantially the form, if any, provided for in this Claims Process and will be sufficiently given only if given by e-mail, facsimile or courier service addressed to:

Petitioner's Counsel: Osler, Hoskin & Harcourt LLP

1000 De La Gauchetière Street West
Suite 2100
Montréal, Québec H3B 4W5

Attention: Martin Desrosiers and Allon Pollak

Fax: (514) 904-8101

E-mail: mdesrosiers@osler.com; apollak@osler.com

The Monitor:

RSM Richter Inc.

2, Place Alexis Nihon
Montréal, Québec H3Z 3C2

Attention: Ariella Yedid

Fax: (514) 934-3477

E-mail: srtelecomclaims@rsmrichter.com

[43] **ORDERS** that any document to be sent by the Monitor or the Petitioner pursuant to this Claims Process may be sent by e-mail, ordinary mail, registered mail, courier service or facsimile transmission. A Creditor shall be deemed to have received any document sent pursuant to this Claims Process on the third Business Day after the document is sent by mail and the day of delivery if the document is sent by courier service, e-mail or facsimile transmission and if such day is not a Business Day, on the immediately following Business Day. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.

AID AND ASSISTANCE OF OTHER COURTS

[44] **DECLARES** that this Court seeks and requests the aid and recognition of any court or administrative body in any province of Canada, and any Canadian Federal court or administrative body, as well as any court or administrative body in any of the States of the United States of America or any other foreign jurisdiction and any Federal

court or administrative body of the United States of America or any other foreign jurisdiction, to assist the Petitioner and the Monitor, to carry out the terms of this Order;

GENERAL PROVISIONS

[45] **ORDERS** that the classification of Claims as affected Claims that entitle Creditors to vote upon and receive distributions pursuant to the Plan, and Claims that are unaffected by and under the Plan, respectively, or any other treatment of any Claim, shall be as set out in the Plan.

[46] **ORDERS** that neither the Monitor nor the Petitioner shall be obligated to give notice to or to otherwise deal with a transferee or assignee of the whole or part of a Claim transferred or assigned after the Filing Date unless and until actual notice of and satisfactory evidence of the transfer or assignment has been received by the Monitor. Once actual notice has been received, the transferee or assignee shall constitute the "Creditor" and be bound by notices given or steps taken in respect of the portion of the Claim transferred or assigned.

[47] **ORDERS** that for the purposes of this Claims Process and the Plan, all Claims which are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging the currency to Canadian dollars on the Filing Date.

[48] **ORDERS** that the Monitor and the Petitioner shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Claims Process and, where the Monitor and the Petitioner are satisfied that any matter to be proven under this Claims Process has been adequately proven, the Monitor and the Petitioner may waive strict compliance with the requirements of this Claims Process as to the completion and execution of documents.

[49] **ORDERS** that if any provision of this Claims Process is amended by or contrary to a provision of an Order of the Court made in the CCAA Proceedings, such Order shall have precedence over the provisions of this Claims Process.

[50] **ORDERS** that all references to time in this Claims Process shall mean local time in Montreal, Québec, Canada and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on the Business Day unless otherwise indicated.

[51] **ORDERS** that the adjudication of Claims in accordance with this Claims Process shall be binding on the Petitioner, the Monitor and the Creditors. Except as otherwise provided, any act or decision of the Monitor performed or made in carrying out the provisions of this Claims Process shall be binding on the Petitioner and the Creditors.

[52] **ORDERS** that references to the singular include the plural, to the plural include the singular and to any gender include the other gender.

[53] **ORDERS** that the English version of this Order and the Schedules thereto shall take precedence over any translations thereof.

[54] **ORDERS** the provisional execution of the Order notwithstanding any appeal and without the necessity of furnishing any security.

[55] **THE WHOLE WITHOUT COSTS.**



CHANTAL CORRIVEAU, J.S.C.

COPIE CONFORME


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