



Court File No. CV-13-10067-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )

MONDAY, THE 2<sup>ND</sup> DAY

JUSTICE *N. A. Wood* )

DAY OF FEBRUARY 2015

IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **iMARKETING SOLUTIONS GROUP  
INC.** and the Companies referred to in Schedule "A"

Applicants

**ORDER  
(Monitor's Discharge)**

**THIS MOTION**, made by the Applicants for the relief sought in the Notice of Motion herein dated January 22, 2015, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion dated January 22, 2015 (the "**Notice of Motion**") and the Tenth Report of Duff & Phelps Canada Restructuring Inc. ("**D&P**"), in its capacity as the Court-appointed Monitor of the Applicants (the "**Monitor**") (the "**Tenth Report**"), filed with the Court, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Shotgun Fund Limited Partnership III ("**Shotgun Fund**") and counsel for Canadian Imperial Bank of Commerce ("**CIBC**") and those other parties as appearing on the counsel slip, no one else appearing although duly served as appears from the affidavit of service of Maria Magni sworn on January 26, 2015.

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record in respect of this Motion and the Tenth Report be and is hereby abridged so that this Motion is properly returnable today and that any further service of the Notice of Motion and the Motion Record upon any interested party is hereby dispensed with.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings ascribed thereto in the Tenth Report.

## **THE MONITOR'S REPORT**

3. **THIS COURT ORDERS** that the Tenth Report and the activities of the Monitor, as described therein, are hereby approved.

4. **THIS COURT ORDERS** that the Monitor's statement of receipts and disbursements for the period from October 9, 2013 to January 15, 2015, attached as Appendix "B" to the Tenth Report, is hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, Lax O'Sullivan Scott Lisus LLP and Young Conaway Stargatt & Taylor LLP, as set out in Section 7 of the Tenth Report and as detailed in the Affidavits of Robert Kofman sworn January 23, 2015, Tracy L. Wynne sworn January 22, 2015 and Matthew B. Lunn sworn January 22, 2015, respectively, are hereby approved.

6. **THIS COURT ORDERS** that the Fee Accrual, as set out in Section 7 of the Tenth Report, is hereby approved.

## **THE MONITOR'S DISCHARGE**

7. **THIS COURT ORDERS** that, subject to the execution and filing with the Court of the Discharge Certificate in the form attached as Schedule "B" hereto, the appointment of D&P as Monitor in this CCAA proceeding commenced pursuant to the Initial Order of the Honourable Mr. Justice Newbould dated April 12, 2013 (the "**Initial Order**"), be and is hereby terminated and D&P is discharged in its capacity as Monitor from any further obligations pursuant to the Orders made in this CCAA proceeding, provided that the Monitor shall have the authority from and after the date of this Order to take all steps reasonably necessary in the Monitor's opinion, to continue to complete the administration of the estates of the Applicants, including but not limited to, exercising the rights of iMarketing Solutions Group Inc. ("**IMSG**") under the terms and conditions of the Debenture.

8. **THIS COURT ORDERS** that, pending the Monitor's execution and filing with the Court of the Discharge Certificate, the Monitor may seek the advice and directions of the Court in completing its administration of the Applicants' estates, including but not limited to exercising IMSG's rights under the terms and conditions of the Debenture.

9. **THIS COURT ORDERS** that, subject to compliance with the terms hereof, D&P is hereby released and discharged from any and all liability that it now has or may hereafter have by reason of, or in any way arising out of, its acts or omissions while acting in its capacity as Monitor herein, save and except for any gross negligence or wilful misconduct on the Monitor's part. Without limiting the generality of the foregoing, D&P is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have

been raised, in the within CCAA proceeding, save and except for any gross negligence or wilful misconduct on the Monitor's part.

10. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any rights and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Orders made in this proceeding, all of which are expressly continued and confirmed.

11. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order and any other Orders made in this proceeding, including the stay of proceedings in its favour; and (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of this provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

#### **DISCHARGE OF ILLUMINA PARTNERS INC.**

12. **THIS COURT ORDERS** that the appointment of Illumina Partners Inc. ("**Illumina**") as chief restructuring officer (the "**CRO**") in this CCAA proceeding be and is hereby terminated and Illumina is discharged in its capacity as CRO from any further obligations pursuant to the Orders made in this CCAA proceeding, provided that the CRO shall have the authority from and after the date of this Order to take all steps reasonably necessary to complete its mandate, including but not limited to assisting the Monitor in its completion of the administration of the estates of the Applicants.

13. **THIS COURT ORDERS** that, subject to compliance with the terms hereof, Illumina is hereby released and discharged from any and all liability that it now has or may hereafter have by reason of, or in any way arising out of, its acts or omissions while acting in its capacity as CRO herein, save and except for any gross negligence or wilful misconduct on the CRO's part. Without limiting the generality of the foregoing, Illumina is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within CCAA proceeding, save and except for any gross negligence or wilful misconduct on the CRO's part.

14. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any rights and protections in favour of the CRO at law or pursuant to the CCAA, the Initial Order or any other Orders made in this proceeding, all of which are expressly continued and confirmed.

15. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the CRO shall have all of the protections given to it by the CCAA and the Initial Order and any other Orders made in this proceeding, including the stay of proceedings in its favour; and (ii) the CRO shall incur no liability or obligation as a result of the carrying out of this provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Monitor 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 Monitor, as an officer of this

Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

Edmund J.

ENTERED AT 11:00 AM IN THE COURT OF COMMON PLEAS  
ON / ENREGISTRÉ LE 3 FÉVRIER 2015  
LE / DAYS OF REGISTRATION NO.:

FEB 3 2015

NB

**Schedule "A"**

**List of Applicants**

iMarketing Solutions Group Inc.

The Responsive Marketing Group Inc.

GWE Consulting Group (USA) Inc.

Direct Contact Strategies Inc.

Front Line Support Inc.

iMark Events Inc.

RMG General Partner Inc.

Cabot Call Centre Inc.

Engage Interactive Inc.

RMG Smiths Falls LP

RMG Thunder Bay LP

MLHL Marketing Inc.

MLHL Marketing LP

Xentel Inc. (Delaware)

Wellesley Corporation Inc. (Delaware)

US Billing Inc. (Delaware)

American Graphics & Design Inc. (Wisconsin)

Courtesy Health Watch Inc. (Delaware)

Target Outreach Inc. (Nevada)

Engage Funding Inc. (Delaware)

**Schedule "B"**

Court File No. CV-13-10067-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **iMARKETING SOLUTIONS GROUP  
INC.** and the Companies referred to in Schedule "A"

Applicants

**MONITOR'S DISCHARGE CERTIFICATE**

Duff & Phelps Canada Restructuring Inc., in its capacity as the Court-appointed  
Monitor (the "**Monitor**") of the Applicants, hereby certifies that, to the best of its knowledge:

The Monitor has complied with the Order of the Honourable Justice ► dated February  
2, 2015 (the "**Monitor's Discharge Order**") and, pursuant to paragraph 6 of the Monitor's  
Discharge Order, the Monitor is entitled to be discharged.

**NOW THEREFORE AS A RESULT OF THE FOREGOING**, the Monitor is  
authorized to file this Discharge Certificate with the Court.

Date this        day of        ,        .

**DUFF & PHELPS CANADA RESTRUCTURING INC.**,  
its capacity as the Court-appointed Monitor of the  
Applicants

Per: \_\_\_\_\_ c/s  
Name: ►  
Title: ►



**Schedule "A"**

**List of Applicants**

iMarketing Solutions Group Inc.

The Responsive Marketing Group Inc.

GWE Consulting Group (USA) Inc.

Direct Contact Strategies Inc.

Front Line Support Inc.

iMark Events Inc.

RMG General Partner Inc.

Cabot Call Centre Inc.

Engage Interactive Inc.

RMG Smiths Falls LP

RMG Thunder Bay LP

MLHL Marketing Inc.

MLHL Marketing LP

Xentel Inc. (Delaware)

Wellesley Corporation Inc. (Delaware)

US Billing Inc. (Delaware)

American Graphics & Design Inc. (Wisconsin)

Courtesy Health Watch Inc. (Delaware)

Target Outreach Inc. (Nevada)

Engage Funding Inc. (Delaware)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF iMARKETING GROUP SOLUTIONS  
INC. and those Companies referred to on Schedule "A"

Court File No.: CV-13-10067-00CL

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at **Toronto**

**ORDER**  
**(Monitor's Discharge)**

**Thornton Grout Finnigan LLP**  
Barristers and Solicitors  
100 Wellington Street West  
Suite 3200  
Toronto, Ontario M5K 1K7

**Robert I. Thornton** (LSUC# 24266B)

E-mail: [rthornton@tgf.ca](mailto:rthornton@tgf.ca)

**Danny M. Nunes** (LSUC# 53802D)

E-mail: [dnunes@tgf.ca](mailto:dnunes@tgf.ca)

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicants