

Message

From: De Alba, Gabriel [gdealba@catcapital.com]
Sent: 8/11/2014 10:32:19 AM
To: Christian Gauthier [GauthierC@bennettjones.com]; Felix Saratovsky [Felix.Saratovsky@vimpelcom.com]; Ben Babcock [Ben.Babcock@morganstanley.com]; Levin_Jonathan [jlevin@fasken.com]
Subject: Exclusivity Agreement Amendment 2 – Signed by VimpelCom
Attachments: Exclusivity Agreement Amendment 2 – Signed by Vimp.pdf; ATT00001..txt

Signed exclusivity

DISCLAIMER:

This e-mail (including any attachments) may be confidential and is intended only for the use of the addressee(s). If you are not an addressee, please inform the sender immediately and destroy this e-mail. Do not copy, use or disclose this e-mail. E-mail transmission cannot be guaranteed to be secure or error free, and the sender does not accept liability for any errors or omissions in the contents of this message which may arise as a result of e-mail transmission.

**AMENDMENT NO. 2 TO
EXCLUSIVITY AGREEMENT**

THIS AMENDMENT NO. 2 TO EXCLUSIVITY AGREEMENT (the "**Amending Agreement**") is made as of the 8th day of August, 2014.

AMONG:

THE CATALYST CAPITAL GROUP INC., a corporation subsisting under the laws of Ontario, on behalf of Funds managed by it ("**Catalyst**")

AND:

VIMPELCOM LTD., a company subsisting under the laws of the Netherlands ("**VimpelCom**")

WHEREAS Catalyst and VimpelCom (the "**Parties**") entered into an exclusivity agreement dated July 23, 2014, as amended on July 30th, 2014 (the "**Exclusivity Agreement**") in connection with a possible business transaction involving the acquisition by Catalyst of 100% of the common shares of Globalive Wireless Management Corp. (the "**Transaction**");

AND WHEREAS the Parties wish to amend certain terms of the Exclusivity Agreement in accordance with the terms of this Amending Agreement;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that in consideration of each of the Parties continuing discussions concerning, and committing time and effort to assess, the Transaction and the negotiation of definitive agreements in respect thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. Definitions

Capitalized terms used herein that are not otherwise defined have the meaning ascribed thereto in the Exclusivity Agreement.

2. Amendment to Exclusivity Agreement

- (a) The first paragraph of Section 2 of the Exclusivity Agreement is hereby deleted and replaced with the following:

"From the date hereof until the earlier of (i) the execution of the Transaction Agreements, and (ii) 11:59 PM (Toronto time) on August 18, 2014 (the "**Expiry Time**")."

- (b) This Amending Agreement is an amendment to the Exclusivity Agreement. Unless the context of this Amending Agreement otherwise requires, the

Exclusivity Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Exclusivity Agreement and this Amending Agreement were contained in one agreement. The term "Agreement" when used in the Exclusivity Agreement means the Exclusivity Agreement, as amended by this Amending Agreement and as further amended, revised, replaced, supplemented or restated from time to time.

3. **General**

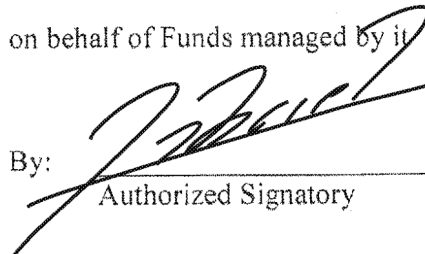
- (a) Headings in this Amending Agreement shall not affect the interpretation of this Amending Agreement. If any provision or part of this Amending Agreement is unenforceable, such unenforceability shall not affect the enforceability of the balance of this Amending Agreement which shall be interpreted as if the unenforceable provision had not been a part hereof.
- (b) This Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- (c) This Amending Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.
- (d) This Amending Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same document. This Amending Agreement and any counterpart thereof may be delivered by facsimile or other electronic transmission and when so delivered will be deemed to be an original.
- (e) This Amending Agreement, together with the Exclusivity Agreement and the Confidentiality Agreement, constitutes the Parties' entire agreement and understanding relating to the subject matter hereof and supersedes all previous or contemporaneous agreements, arrangements, negotiations or understandings between the Parties (whether written or oral) with respect to the subject matter hereof.
- (f) Time is of the essence of this Amending Agreement.

IN WITNESS WHEREOF this Amending Agreement has been executed by each of the Parties as of the date first written above.

THE CATALYST CAPITAL GROUP INC.,

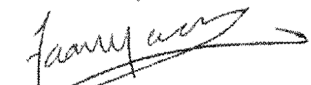
on behalf of Funds managed by it

By:


Authorized Signatory

VIMPELCOM LTD.

By:


Authorized Signatory