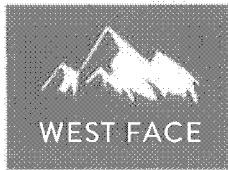


This is Exhibit "16" referred to in  
the Affidavit of Anthony Griffin  
sworn before me this 4<sup>th</sup> day  
of June, 2016

A handwritten signature in black ink, appearing to be 'RAC', is written over a horizontal line.

A Commissioner, etc.



April 23, 2014

Globalive Wireless Management Corp (Wind Mobile)  
207 Queens Quay West, 7th Floor  
Toronto, ON  
M5J 1A7

Attention: Anthony Lacavera, Chairman and CEO

Dear Sirs:

We are pleased to express our interest in providing financing to Globalive Wireless Management Corp. ("Globalive") on the terms described in this letter. We believe that our proposal addresses Globalive's short to medium term financing needs and, once accepted, we are prepared to move forward on an expedited basis.

West Face Capital Inc. ("West Face") is one of Canada's leading alternative investment managers, with approximately \$2.6 billion in assets under management, combining control-through-distressed, high-yield, negotiated finance, proactive equity and private equity activities. West Face's capabilities are underpinned by a seasoned multi-disciplinary investment team, deep sector expertise in telecom, and the ability to address investment targets in domestic and international markets. Our track record includes investments across the capital structure in public and private opportunities. In addition to our capital under management, West Face has cultivated trusted relationships with our limited partners, who include some of the largest pension funds and private endowments in the world. These parties have a keen interest in participating in special purpose vehicles (SPVs) that we form from time to time to address outsized investment opportunities. These SPVs have exceeded hundreds of millions of dollars in the past for both private transactions and public investment opportunities. We would be pleased to provide you with explicit examples of these successful transactions upon request.

We propose that funds managed by West Face would provide up to C\$200 million in first lien debt financing to Globalive, the proceeds of which would be used to repay approximately \$150 million of indebtedness owing to certain equipment vendors and for working capital purposes. Schedule A contains a summary of the principal terms and conditions on which that financing would be provided.

We are providing this proposal to you on a confidential basis and, by accepting this letter, you agree that neither this letter nor the accompanying term sheet will be disclosed to any other person, except your legal and other professional advisers, shareholders and existing lenders (each of whom shall also be required to keep this letter and the term sheet strictly confidential). Except as provided in the foregoing and under the headings "Expenses", "Break Fee" and "Governing Law" (which shall be binding

obligations of the parties), this letter is an expression of our mutual intentions as to the terms upon which we propose to provide financing to Globalive and is not intended to be and shall not be a commitment or to give rise to any binding legal obligations between Globalive (or any party related to Globalive) and West Face.

We are pleased to have the opportunity to provide this financing and we look forward to working with you. Please sign where indicated below and return one copy of the signed letter to us to confirm your agreement and intention to proceed on the basis of the terms outlined in this letter.

This financing proposal will remain open for acceptance by you until 5:00 p.m. (Toronto time) on April 25, 2014.

Yours truly,

WEST FACE CAPITAL INC.



Tony Griffin

cc: Pietro Cordova, *Globalive Wireless Management Corp*  
Brice Scheschuk, *Globalive Wireless Management Corp*  
Greg Boland, *West Face Capital Inc.*  
Alex Singh, *West Face Capital Inc.*

Accepted and agreed this \_\_\_\_ day of April, 2014.

**GLOBALIVE WIRELESS MANAGEMENT CORP.**

By: .....

Name:

Title:

SCHEDULE A

## SUMMARY OF TERMS AND CONDITIONS

This term sheet is intended for discussion purposes only. It is not a commitment on the part of West Face Capital Inc. or any other person. A commitment would be subject to, among things, definitive documentation and certain other conditions, some of which are listed herein.

<b>Issuer:</b>	Globalive Wireless Management Corp. (" <b>Company</b> ")
<b>Securities:</b>	Senior Secured Term Notes (the " <b>Secured Notes</b> ").
<b>Committed Amount:</b>	C\$200 million, with an initial draw of at least \$150 million.
<b>Maturity:</b>	First anniversary of closing date (the " <b>Maturity Date</b> ").
<b>Interest Rate:</b>	<p><i>First quarter</i> - LIBOR plus 10.0%</p> <p><i>Second Quarter</i> - LIBOR plus 12.5%</p> <p><i>Third Quarter to Maturity:</i> LIBOR plus 15.0%</p> <p>The above interest rates are subject to a LIBOR floor of 2% and a maximum interest rate of 17.5%</p> <p>The Company shall pay all interest in new Secured Notes.</p> <p>Upon the occurrence of any default, interest will be payable at the then current rate plus 2%.</p>
<b>Purchasers:</b>	Entities or accounts advised or managed by West Face Capital Inc. (" <b>West Face Funds</b> ").
<b>Use of Proceeds:</b>	The net proceeds will be used to repay approximately \$150 million of indebtedness owing by the Company to certain equipment vendors, for working capital and to pay certain fees and expenses directly related to the transaction.
<b>Early Repayment:</b>	Repayable, together with all accrued interest, prior to the Maturity Date at the option of the Company, subject to a contemporaneous make-whole payment by the Company equal to the undiscounted amount of all remaining interest that would have been payable had the redeemed Notes remained outstanding to the Maturity Date (" <b>Redemption Amount</b> ").
<b>Ranking:</b>	The Secured Notes will rank prior to all other indebtedness of the Company.
<b>Security:</b>	The Secured Notes will be secured by a first ranking general security interest in all of the Company's assets (including spectrum licenses and shares of all subsidiaries), guarantees by its affiliates and a pledge of all

	the outstanding equity shares of the Company.
<b>Covenants:</b>	To be agreed, but will include customary negative covenants restricting additional debt and payments to related parties.
<b>Fundamental Changes:</b>	<p>Upon a Fundamental Change, the Purchasers will have the right to require the Company to repurchase the Secured Notes at their Redemption Amount plus accrued and unpaid interest.</p> <p>A Fundamental Change shall include any of the following:</p> <ul style="list-style-type: none"> <li>• any change in the direct or indirect legal or beneficial ownership of the outstanding equity shares of the Company;</li> <li>• a sale or transfer of all or substantially all of the assets of the Company;</li> <li>• any consolidation, merger, amalgamation, share exchange, tender offer, business combination or similar transaction of the Company in which the Company would not be the surviving entity or pursuant to which the shares of the Company would be converted into cash, securities or other property;</li> <li>• the current members of the board of directors of the Company cease to constitute a majority of the board of directors; and</li> <li>• the approval of a plan relating to the liquidation or dissolution of the Company by the Company or its shareholders.</li> </ul>
<b>Conditions</b>	<p>The completion of the proposed financing and the purchase of the Secured Notes by the Purchasers is subject to the satisfaction or waiver of the following conditions:</p> <ul style="list-style-type: none"> <li>• completion of due diligence to the satisfaction of West Face;</li> <li>• West Face Investment Committee approval;</li> <li>• no material adverse change in the business of the Company;</li> <li>• liquidity on closing sufficient to fund the Company's operations for the term of the Secured Notes;</li> <li>• all required regulatory consents; and</li> <li>• entering into definitive documentation relating to the Secured Notes.</li> </ul>
<b>Subsequent Debt:</b>	If at any time the Purchasers determine that the Company requires further financing and that funding will not be provided by its shareholders, the Purchasers will have the right to purchase additional

	Secured Notes in such amount as they determine to be necessary to give the Company sufficient liquidity. West Face will be entitled to specify the maturity date of any such Secured Notes.
<b>Expenses:</b>	The Company shall pay all costs and expenses incurred by West Face in connection with the financing contemplated by this term sheet, including all expenses and fees relating to the preparation of this term sheet, definitive documents and legal, accounting, business and other due diligence, regardless of whether the transaction contemplated by this term sheet closes. If the proposed financing is for any reason not completed, the maximum amount of West Face's costs and expenses that the Company shall be required to pay is \$300,000.
<b>Break Fee:</b>	If the financing contemplated by this term sheet is for any reason not completed (other than a unilateral determination by West Face not to proceed that is unrelated to any misrepresentation, act or omission of the Company) and, at any time within the six-month period following the date hereof, the Company completes, or enters into any agreement or understanding relating to, any other debt or equity financing, the Company shall immediately pay to West Face a break fee of 3.5% of the maximum principal amount of Secured Notes issuable hereunder.
<b>Governing Law:</b>	Ontario
<b>Closing Date:</b>	TBD