Court File No. CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 12TH
	)	
JUSTICE NEWBOULD	)	DAY OF AUGUST, 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 DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

CLAIMS PROCEDURE ORDER

THIS MOTION made by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") for an Order (i) establishing a claims procedure for the identification and quantification of claims against the Applicant; and (ii) extending the Stay Period (as defined in the Initial Order) to October 30, 2015, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of William E. Aziz, sworn August 7, 2015, the Sixteenth Report of Ernst & Young Inc., in its capacity as court-appointed Monitor in these proceedings (the "**Monitor**"), dated August 11, 2015 (the "**Sixteenth Report**"), and upon hearing the submissions of counsel for the Applicant, the Monitor and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of Alex Schmitt sworn August 10, 2015.

SERVICE

1 **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the Sixteenth Report be and is hereby abridged and validated, such that this Motion is properly returnable today, and that any further service of the Notice of Motion, the Motion Record or the Sixteenth Report is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2 **THIS COURT ORDERS** that, for the purposes of this Order (the "**Claims Procedure Order**"), in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

(a) "**Ad Hoc Committee of Noteholders**" means the ad hoc committee of holders of the Unsecured Senior Notes, represented by Goodmans LLP;

(b) "**Allowed Claim**" means the amount of the Claim of a Creditor against the Applicant as finally accepted and determined in accordance with this Claims Procedure Order and the CCAA;

(c) "**Amended and Restated Commitment Agreement**" means the second amended and restated commitment agreement dated as of April 29, 2011 among the Applicant, Quadrangle, and Data & Audio-Visual Enterprises Investments Inc.;

(d) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(e) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

(f) "**CCAA Proceedings**" means the within proceedings in respect of the Applicant under the CCAA;

(g) "**Charges**" has the meaning given to that term in the Initial Order;

(h) "**Claim**" means:

(i) any right or claim of any Person that may be asserted or made in whole or in part against the Applicant, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Applicant, and any interest accrued thereon or costs payable in respect thereof, in existence on the Claims Bar Date, or which is based on an event, fact, act or omission which occurred in whole or in part prior to the Claims Bar Date, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any claim arising from or caused by the termination, disclaimer, resiliation, assignment or repudiation by the Applicant of any contract, lease or other agreement, whether written or oral, any claim made or asserted against the Applicant through any affiliate, subsidiary, associated or related person, 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 including for greater certainty any Equity Claim;

(ii) any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer is alleged to be by statute or otherwise by law liable to pay in his or her capacity as a Director or Officer (collectively, the "**Director/Officer Claims**"),

provided however that "Claim" shall not include an Excluded Claim;

(i) "**Claims Bar Date**" means 5:00 p.m. on September 21, 2015;

(j) "**Claims Packages**" means the materials to be provided by the Applicant to those Persons specified in accordance with this Claims Procedure Order, which materials shall include a blank Proof of Claim, an Instruction Letter, and such other materials as the Applicant, with the consent of the Monitor, may consider appropriate or desirable;

(k) "**Court**" means the Ontario Superior Court of Justice (Commercial List);

(l) "**Convertible Noteholders**" means, as applicable, the Registered Holders or beneficial holders of Convertible Notes;

(m) "**Convertible Notes**" means, collectively, the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes;

(n) "**Creditor**" means any Person having a Claim and includes the transferee or assignee or a Claim transferred and recognized as a Creditor in accordance with paragraphs 27 and 28 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

(o) "**Directors**" means all current and former directors (or their estates) of the Applicant;

(p) "**Equity Claim**" has the meaning set forth in Section 2(1) of the CCAA;

(q) "**Excluded Claim**" means:

(i) any claim secured by any of the Charges; and

(ii) any claim arising under the First Lien Notes, the First Lien Note Indenture, the Second Lien Notes or the Second Lien Note Purchase Agreement;

(r) "**First Lien Notes**" means the 9.5% First Lien Senior Secured Notes due April 29, 2018 issued by Wireless;

(s) "**First Lien Note Indenture**" means the indenture dated as of April 29, 2011 between Wireless, as issuer, the guarantors party thereto and the Equity Financial Trust Company, as trustee and collateral agent, in respect of the First Lien Notes, as the same may have been, and may be, amended, supplemented or restated from time to time;

(t) "**Initial Order**" means the Initial Order of the Honourable Justice Newbould made September 30, 2013 in these CCAA Proceedings, as amended, restated or varied from time to time;

(u) "**Instruction Letter**" means the instruction letter to Creditors, substantially in the form attached as Schedule "B" hereto, regarding the completion of a Proof of Claim by a Creditor and the claims procedure described herein;

(v) "**Intercreditor Agreement**" means the intercreditor agreement made as of April 29, 2011 among, *inter alios*, the Trustee, Quadrangle, the Applicant, Wireless and Data & Audio-Visual Enterprises Leasing Inc.;

(w) "**Known Creditors**" means a Creditor whose Claim against the Applicant is known to the Applicant as of the date of this Claims Procedure Order;

(x) "**Notice of Dispute of Revision or Disallowance**" means the notice referred to in paragraph 17 hereof substantially in the form attached as Schedule "E" hereto which must be delivered to the Monitor by any Creditor wishing to dispute a Notice of Revision or Disallowance, with reasons for its dispute;

(y) "**Notice of Revision or Disallowance**" means the notice referred to in paragraph 16 hereof, substantially in the form of Schedule "D" advising a Creditor that the Applicant, with the consent of the Monitor, has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim;

(z) "**Officers**", means all current and former officers (or their estates) of the Applicant;

(aa) "**Notice to Creditors**" means the notice for publication by the Monitor as described in paragraph 12 hereof, substantially in the form attached hereto as Schedule "A";

(bb) "**Person**" means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;

(cc) "**Proof of Claim**" means the Proof of Claim referred to in paragraph 14 hereof to be filed by Creditors, substantially in the form attached hereto as Schedule "C";

(dd) "**Quadrangle**" means QCP CW S.A.R.L.;

(ee) "**Registered Holder**" means, in respect of an Unsecured Senior Noteholder, Unsecured Pari Passu Noteholder, or Unsecured Subordinated Noteholder, as applicable, the holder of such securities as recorded on the books and records of Holdings or the Trustee, as the case may be;

(ff) "**Second Lien Notes**" means the second lien secured promissory notes issued by Wireless under the Second Lien Note Purchase Agreement;

(gg) "**Second Lien Note Purchase Agreement**" means the note purchase, guarantee and backstop agreement dated as of February 6, 2013 between Wireless, as issuer, Holdings and Data & Audio-Visual Enterprises Leasing Inc. as guarantors, each of the Purchasers (as defined therein) and Equity Financial Trust Company, as collateral agent, as the same may have been, and may be, amended, supplemented or restated from time to time;

(hh) "**Trustee**" means Equity Financial Trust Company or such other Person appointed as trustee from time to time under the Unsecured Senior Note Indenture;

(ii) "**Unknown Creditor**" means a Creditor other than a Known Creditor;

(jj) "**Unsecured Pari Passu Notes**" means the "Initial Convertible Debentures" as defined in the Amended and Restated Commitment Agreement;

(kk) "**Unsecured Senior Notes**" means the Series 2009 15% Senior Unsecured Debentures due September 25, 2018 and issued under the Unsecured Senior Note Indenture;

(ll) "**Unsecured Senior Noteholders**" means, as applicable, the Registered Holders or beneficial holders of the Unsecured Senior Notes, in their capacities as such;

(mm) "**Unsecured Senior Note Indenture**" means the trust indenture amended and restated as of April 29, 2011 between the Applicant, as issuer, and the Trustee, as trustee, pursuant to which the Applicant issued the Unsecured Senior Notes;

(nn) "**Unsecured Subordinated Notes**" means the "Future Convertible Debentures" (as defined in the Amended and Restated Commitment Agreement) issued pursuant to the Amended and Restated Commitment Agreement; and

(oo) "**Wireless**" means Data & Audio-Visual Enterprises Wireless Inc.

3 **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4 **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

GENERAL PROVISIONS

5 **THIS COURT ORDERS** that the Applicant and the Monitor are hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and execution of such forms, and (ii) to request any further documentation from a Creditor that the Applicant or the Monitor may require in order to enable them to determine the validity of a Claim.

6 **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect on the date of the Initial Order.

MONITOR'S ROLE

7 **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicant in connection with the administration of the claims procedure provided for herein, including the determination of Claims of Creditors and the referral of a particular Claim to the Court, as requested by the Applicant from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order.

CLAIMS PROCEDURE FOR UNSECURED SENIOR NOTEHOLDERS

8 **THIS COURT ORDERS** that neither the Applicant nor the Monitor shall be required to send Claims Packages to the Unsecured Senior Noteholders and that neither the Unsecured Senior Noteholders nor the Trustee shall be required to file Proofs of Claim in respect of any Claims pertaining to the Unsecured Senior Notes. Within five (5) Business Days of the date of this Order, the Applicant shall send to the Trustee (as agent for the Unsecured Senior Noteholders), with copies to the Monitor and to Goodmans LLP, on behalf of the Ad Hoc Committee of Noteholders, a notice stating the accrued amounts (including all principal and interest) owing directly by the Applicant under the Unsecured Senior Note Indenture and the Unsecured Senior Notes up to the date of the Initial Order. The Trustee shall confirm to the Monitor whether such amounts are accurate within seven (7) Business Days of receipt of the Applicant's notice. If such amounts are confirmed by the Trustee, or in the absence of any response by the Trustee within seven (7) Business Days of receipt of the Applicant's notice, such amounts shall be deemed to be the accrued amounts owing directly by the Applicant under

the Unsecured Senior Note Indenture and the Unsecured Senior Notes unless the amounts of Claims under the Unsecured Senior Note Indenture and the Unsecured Senior Notes are otherwise agreed to in writing by the Applicant, the Trustee and the Monitor, after consultation with the Ad Hoc Committee of Noteholders, in which case such agreement shall govern. If the Trustee indicates that it cannot confirm the accrued amounts owing directly by the Applicant under the Unsecured Senior Note Indenture and the Unsecured Senior Notes up to the date of the Initial Order, such amounts shall be determined by the Court, unless the amounts of such Claims are otherwise agreed to in writing by the Applicant, the Trustee and the Monitor, in consultation with the Ad Hoc Committee of Noteholders, in which case such agreement shall govern. The amount of the Claim of the Unsecured Senior Noteholders as determined in accordance with this paragraph shall be the "**Unsecured Senior Noteholders Allowed Claim**".

9 **THIS COURT ORDERS** that the Unsecured Senior Noteholders Allowed Claim shall constitute the Allowed Claim of the Unsecured Senior Noteholders in respect of their Unsecured Senior Notes.

CLAIMS PROCEDURE FOR CONVERTIBLE NOTEHOLDERS

10 **THIS COURT ORDERS** that neither the Applicant nor the Monitor shall be required to send Claims Packages to the Convertible Noteholders and that the Convertible Noteholders shall not be required to file Proofs of Claim in respect of any Claims pertaining to the Convertible Notes. Within five (5) Business Days of the date of this Order, the Applicant shall send to Quadrangle, with copies to the Monitor and to McCarthy Tetrault LLP, as counsel to Quadrangle, a notice stating the accrued amounts (including all principal and interest) owing directly by the Applicant under the Amended and Restated Commitment Agreement and the Convertible Notes up to the date of the Initial Order, with amounts owing under the Unsecured Subordinated Notes and the Unsecured Pari Passu Notes calculated and presented separately. Quadrangle shall confirm to the Monitor whether such amounts are accurate within seven (7)

Business Days of receipt of the Applicant's notice. If such amounts are confirmed by Quadrangle, or in the absence of any response by Quadrangle within seven (7) Business Days of receipt of the Applicant's notice, such amounts shall be deemed to be the accrued amounts owing directly by the Applicant under the Amended and Restated Commitment Agreement and Convertible Notes, unless the amounts of Claims under the Amended and Restated Commitment Agreement are otherwise agreed to in writing by the Applicant, Quadrangle and the Monitor in which case such agreement shall govern. If Quadrangle indicates that it cannot confirm the accrued amounts owing directly by the Applicant under the Amended and Restated Commitment Agreement and the Convertible Notes, with amounts owing under the Unsecured Subordinated Notes and the Unsecured Pari Passu Notes calculated and presented separately, up to the date of the Initial Order, such amounts shall be determined by the Court, unless the amounts of such Claims are otherwise agreed to in writing by the Applicant, Quadrangle and the Monitor, in which case such agreement shall govern. The amount of the Claim of the holders of Unsecured Pari Passu Notes and Unsecured Subordinated Notes as determined in accordance with this paragraph shall be the "**Unsecured Pari Passu Notes Allowed Claim**" and the "**Unsecured Subordinated Notes Allowed Claim**", respectively.

11 **THIS COURT ORDERS** that the Unsecured Pari Passu Notes Allowed Claim and the Unsecured Subordinated Notes Allowed Claim shall each constitute the Allowed Claim in respect of the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes; provided, however, that the ranking and priority of such Allowed Claims shall be subject to the terms of the Intercreditor Agreement.

NOTICE TO CREDITORS

12 **THIS COURT ORDERS** that the Monitor shall publish the Notice to Creditors for at least one (1) Business Day in The Globe & Mail (National Edition) as soon as practicable after the granting of this Claims Procedure Order.

CLAIMS PROCEDURE FOR REMAINING CREDITORS

(i) Claims Package

13 **THIS COURT ORDERS** that, subject to paragraphs 8 through 11 hereof, the Monitor shall send a Claims Package to (i) each of the Known Creditors by prepaid ordinary mail to the address last shown on the books and records of the Applicant before 11:59 p.m. on the date that is five (5) Business Days after the date hereof; and (ii) any Unknown Creditor who makes a request therefor prior to the Claims Bar Date.

14 **THIS COURT ORDERS** that, subject to paragraphs 8 through 11 hereof, any Creditor that wishes to assert a Claim must file a completed Proof of Claim such that it is received by the Monitor by no later than the Claims Bar Date.

(ii) Adjudication of Claims

15 **THIS COURT ORDERS** that, subject to paragraphs 8 through 11 hereof, the Claim of any Creditor that is not the subject of a Proof of Claim filed by that Creditor such that it is received by the Monitor by the Claims Bar Date shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Creditor received a Claims Package.

16 **THIS COURT ORDERS** that the Applicant, with the assistance of the Monitor, shall review all Proofs of Claim received by the Claims Bar Date, and shall accept, revise or reject the amount of each Claim set out therein. The Monitor shall notify each Creditor who has delivered a Proof of Claim by the Claims Bar Date in respect of a Claim that has been revised or rejected of the reasons for such revision or rejection by sending a Notice of Revision or Disallowance.

17 **THIS COURT ORDERS** that any Creditor who wishes to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance such that it is received by the Monitor by no later than 5:00

p.m. on the date that is five (5) Business Days after the date of delivery to the applicable Creditor of the Notice of Revision or Disallowance referred to in the paragraph immediately preceding.

18 **THIS COURT ORDERS** that where a Creditor that receives a Notice of Revision or Disallowance pursuant to paragraph 16 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 17 above, the value of such Creditor's Allowed Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of the Creditor's rights to dispute the Allowed Claim as valued on the Notice of Revision or Disallowance or to otherwise assert or pursue such Allowed Claims in an amount that exceeds the amount set forth on the Notice of Revision or Disallowance for all purposes shall be forever extinguished and barred without further act or notification.

(iii) Resolution of Claims

19 THIS COURT ORDERS that, notwithstanding anything to the contrary herein and not including Claims pertaining to the Unsecured Senior Notes and the Convertible Notes, the Applicant may (with the consent of the Monitor) in writing and at any time, settle and resolve any Claims.

20 **THIS COURT ORDERS** that in the event that the Applicant, with the assistance of the Monitor, is unable to resolve a dispute regarding any Claim with a Creditor, the Applicant shall so notify the Monitor and the Creditor. Thereafter, the Claim shall be referred to the Court for resolution or to such alternative dispute resolution mechanism as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Creditor. The Court or an alternative dispute resolution mechanism, as the case may be, shall resolve the dispute between the Applicant and the Creditor.

(iv) Director/Officer Claims

21 **THIS COURT ORDERS** that, for greater certainty, the procedures in paragraphs 15 - 20 shall not apply to Director/Officer Claims.

22 **THIS COURT ORDERS** that if a Person does not file a Proof of Claim with the Monitor such that it is received by the Monitor by the Claims Bar Date with respect to a Director/Officer Claim, such Director/Officer Claim of such Person shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Person received a Claims Package and the Directors and Officers shall have no liability whatsoever in respect of such Director/Officer Claims.

23 **THIS COURT ORDERS** that the Monitor shall forthwith provide the relevant Director or Officer (and his or her counsel) with a copy of any Proofs of Claim received in respect of Director/Officer Claims.

(iv) Resolution of Director/Officer Claims

24 **THIS COURT ORDERS** that in the event that the Applicant determines (with the consent of the applicable Directors and Officers) that it is necessary to finally determine the amount of a Director/Officer Claim and the Applicant, with the assistance of the Monitor and the consent of the applicable Directors and Officers, is unable to resolve a dispute regarding such Director/Officer Claim with the Person asserting such Director/Officer Claim, the Applicant shall so notify the Monitor and such Person. Thereafter, the disputed Director/Officer Claim shall be referred to the Court for resolution or to such alternative dispute resolution mechanism as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Person. The Court or an alternative dispute resolution mechanism, as the case may be, shall resolve the dispute.

EXCLUDED CLAIMS

25 **THIS COURT ORDERS** that, for greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Order in respect of such Excluded Claim.

SET-OFF

26 **THIS COURT ORDERS** that the Applicant may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to any Creditor, any claims of any nature whatsoever that the Applicant may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Applicant of any such claim that the Applicant may have against such Creditor.

NOTICE OF TRANSFEREES

27 **THIS COURT ORDERS** that, subject to paragraph 28, if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicant shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Applicant and the Monitor in writing. Thereafter, any such transferee or or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by the notices given and steps taken in respect of such Claim in accordance with the provisions of this Order.

28 **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall restrict Unsecured Senior Noteholders who have beneficial ownership of a Claim in respect of Unsecured Senior Notes from transferring or assigning such Claim.

SERVICE AND NOTICE

29 **THIS COURT ORDERS** that the Applicant and the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant or set out in such Creditor's Proof of Claim.

30 **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Creditor to the Monitor or the Applicant under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

If to the Applicant:

Data & Audio Visual Enterprises Holdings Inc.
c/o Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3800, P.O. Box 84
Toronto, Ontario, M5J 2Z4
Attention: Evan Cobb

Email: Evan.Cobb@nortonrosefulbright.com

If to the Monitor:

Ernst & Young Inc., Court-appointed Monitor of Data & Audio-Visual Enterprises Holdings Inc.

Claims Process

222 Bay Street
P.O. Box 251
Toronto, Ontario M5K 1J7
Attention: Fiona Han

Fax: (416) 943-2825
Email: mobilicity.monitor@ca.ey.com

With a copy to:

Thornton Grout Finnigan LLP
Suite 3200, 100 Wellington Street West
P.O. Box 329, Toronto-Dominion Centre,
Toronto, Ontario M5K 1K7
Attention: Leanne Williams

Fax: (416) 304-1313
Email: LWilliams@tgf.ca

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

31 **THIS COURT ORDERS** that in the event that this Claims Procedure Order is later amended by further Order of the Court, the Applicant or the Monitor shall post such further Order on the Monitor's website and such posting shall constitute adequate notice to Creditors of such amended claims procedure.

STAY EXTENSION

32 **THIS COURT ORDERS** that the Stay Period, as defined in paragraph 15 of the Initial Order, be and is hereby extended up to and including October 30, 2015.

MISCELLANEOUS

33 **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

34 **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, or any judicial, regulatory or administrative body having jurisdiction in Canada, the United States of America, or any other foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative

bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

AUG 12 2015

SCHEDULE "A"

NOTICE TO CREDITORS
OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.
(hereinafter referred to as "Holdings")

RE: NOTICE OF CLAIMS PROCEDURE FOR HOLDINGS AND ITS DIRECTORS AND OFFICERS PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (THE "CCAA)

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario (Commercial List) made on August 12, 2015 (the "**Claims Procedure Order**"). Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Claims Procedure Order. Pursuant to the Claims Procedure Order, a Claims Package will be sent to each of the Known Creditors on or before August 19, 2015. Claimants may obtain a copy of the Claims Procedure Order and the Claim Package from the Monitor's website at www.ey.com/ca/mobilcity or by telephone (1-855-287-4005).

Pursuant to the Claims Procedure Order, those having Claims against Holdings or its Directors and Officers, other than Claims with respect to Unsecured Senior Notes and Convertible Notes, must file a Proof of Claim with the Monitor no later than 5:00 pm Toronto time September 21, 2015 (the "**Claims Bar Date**"). Please consult the Claims Package for more details.

CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Dated at Toronto, Ontario this ●th day of August, 2015.

SCHEDULE "B"

INSTRUCTION LETTER TO CREDITORS FOR COMPLETING PROOF OF CLAIM FORM

These instructions have been prepared to assist Creditors in completing Proof of Claim forms with respect to Data & Audio-Visual Enterprises Holdings Inc. (the "**Applicant**") and/or the Directors or Officers (including former directors or officers) of the Applicant. If you have any additional questions regarding completion of the Proof of Claim form, please consult the Monitor's website at www.ey.com/ca/mobilicity or contact the Monitor at the address shown at the bottom of these instructions.

The Proof of Claim form should be used only to assert Claims against the Applicant or the Directors or Officers (including former directors or officers) of the Applicant pursuant to the Claims Procedure Order issued by the Court on August 12, 2014 (the "**Claims Procedure Order**"). Unless and until otherwise ordered by the Court, you should not file a Proof of Claim form in respect of any Excluded Claims under the Claims Procedure Order, which include (please refer to the Claims Procedure Order for the meanings of the below terms):

(i) any Claims secured by any of the Charges; and

(ii) any Claims arising under the First Lien Notes, the First Lien Note Indenture, the Second Lien Notes, or the Second Lien Note Purchase Agreement.

Additional copies of the Proof of Claim form (including an electronically fillable version) can be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of these instructions and the terms of the Claims Procedure Order, the terms of the Claims Procedure Order will govern.

Section 1 – Name of Company:

- Do not alter this section. A Proof of Claim form can only be used to assert a Claim against the Applicant, Data & Audio-Visual Enterprises Holdings Inc., or its Directors or Officers (including its former directors or officers)

Section 2 – Particulars of Creditor

- A separate Proof of Claim form must be filed by each legal entity or person asserting a claim against the Applicant.
- The full legal name of the Creditor must be provided.
- If the Creditor operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
- If the Claim has been acquired by assignment or other transfer from another party, Section 3 must also be completed.
- Unless the Claim is assigned or transferred and both the Monitor and Applicant are notified and acknowledge such notice in writing, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.

Section 3 – Particulars of Original Creditor, if Claim acquired by assignment

- If the Claim has been acquired by the Creditor by assignment or other transfer from another party, Section 3 must also be completed, and documents evidencing assignment must be attached.
- The full legal name of the original holder of the Claim (the "**Original Creditor**") must be provided.
- If the Original Creditor operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.

Section 4 – Amount of Claim of Creditor against the Debtor

- Indicate the amount the Debtor was, and still is indebted to the Creditor

Currency, Original Currency Amount

- The amount of the Claim must be provided in the currency in which it arose.
- Indicate the appropriate currency in the Currency column.
- If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- Claims denominated in a currency other than Canadian dollars will be converted into Canadian dollars at the Bank of Canada noon exchange rate in effect as of the date of September 30, 2013.

Secured

- Check the Secured box ONLY if the Claim recorded on that line is secured. Do not check this box if the Claim is unsecured.
- If the value of the collateral securing your Claim is less than the amount of your Claim, enter the shortfall portion on a separate line as an unsecured claim.

Director/Officer Claim

- Check the Director/Officer Claim box if the Claim recorded on that line is made against any Directors or Officers (including former directors or officers of the Applicant).

Section 5 – Documentation

- Attach to the claim form all 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 which has guaranteed the Claim, copies of invoices, and particulars of all credits, discounts, etc. claimed.
- If the Claim is secured, evidence supporting the security you hold must be submitted with the Proof of Claim form. Provide full particulars of the security, including the date on which the security was given the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.
- If a claim is made against any Directors or Officers (including any former directors or officers), specify the applicable Directors or Officers and the legal basis for the Claim against them.

Section 6 – Certification

- The person signing the Proof of Claim form should:
  - Be the Creditor, or an authorized representative of the Creditor.
  - Have knowledge of all the circumstances connected with this Claim.
- By signing and submitting the Proof of Claim, the Creditor is asserting the claim against the Applicant.

Section 7 – Filing of Claim

- This Proof of Claim **<u>must be received</u>** by the Monitor by no later than 5:00 p.m. (Toronto time) on September 21, 2015. Proofs of Claim should be send by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to the following address:

> Ernst & Young Inc.
> Court-appointed Monitor of Data & Audio-Visual Enterprises Holdings Inc.
> 222 Bay Street, P.O. Box 251
> Toronto Dominion-Centre
> Toronto, Ontario
> Canada M5K 1J7
> Attention: Fiona Han
>
> E-mail: mobilicity.monitor@ca.ey.com
> Fax: 416-943-2825

Failure to file your Proof of Claim so that it is received by the Monitor by 5:00 p.m., on the Claims Bar Date of September 21, 2015 will result in your Claim being barred and you will be prevented from making or enforcing a Claim against the Applicant or, if applicable, any Directors or Officers (including any former directors or officers). In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a Creditor in these proceedings.

SCHEDULE "C"
PROOF OF CLAIM FORM

(Attached)

Data & Audio-Visual Enterprises Holdings Inc. - Proof of Claim Form

❶ Name of the Legal Entity - Data & Audio-Visual Enterprises Holdings Inc. (the "Applicant")

❷ Particulars of Creditor

Legal Name of Creditor			Name of Contact
Address			Phone #
			Fax #
City	Country	Postal/Zip code	e-mail

❸ Particulars of Original Creditor, if Claim acquired by assignment

Full Legal Name of Original Creditor			Name of Contact
Address			Phone #
			Fax #
City	Country	Postal/Zip code	e-mail

❹ Amount of Claim

The Applicant and/or the Director(s) or Officer(s) of the Applicant was and still is indebted to the Creditor as follows:

Claims will be recorded as "Unsecured" unless the "Secured" box is checked			*(Check only if applicable)*
Currency	Original Currency Amount	Secured	Against a Director or Officer
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐

❺ Documentation

Provide all 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 which has guaranteed the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed. If the Claim is secured, provide full particulars of the security as set out in the accompanying Instruction Letter. If a claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against them.

❻ Certification

I hereby certify that:

- I am the Creditor, or an authorized representative of the Creditor.
- I have knowledge of all the circumstances connected with this Claim.
- The Creditor asserts this claim against the Applicant, or, if applicable, a Director or Officer as indicated above.
- Complete documentation in support of this Claim is attached.

Signature	Name
	Title
Dated at	Signed at

This space reserved for use by the Monitor

❼ Filing of Claim

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (prevailing Eastern time) on <u>September 21, 2015</u>, by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

Ernst & Young Inc.
222 Bay St., P.O. Box 251
Toronto-Dominion Centre
Toronto, ON M5K 1J7
CANADA
Attention: Fiona Han

Fax: 416-943-2825
Tel: 1-855-279-8388
e-mail: mobilicity.monitor@ca.ey.com

An electronically fillable version of this form is available at www.ey.com/ca/mobilicity

SCHEDULE "D"

Court File No. CV-13-10274-00CL

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 DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

NOTICE OF REVISION OR DISALLOWANCE

TO: **[insert name and address of creditor]**

The Applicant has reviewed your Proof of Claim dated ____________________, 2015, and has revised or rejected your Claim in respect of ____________________ for the following reasons:

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Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as follows:

Claim per Proof of Claim	**Revised/Rejected**	**Allowed as Revised**

If you intend to dispute this Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order such that it is received by the Monitor by 5:00 p.m. no later than five (5) Business Days after the date of delivery of such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

Ernst & Young Inc.
Court-appointed Monitor of Data & Audio-Visual Enterprises Holdings Inc.
222 Bay Street, P.O. Box 251
Toronto Dominion-Centre
Toronto, Ontario
Canada M5K 1J7
Attention: Fiona Han

E-mail: mobilicity.monitor@ca.ey.com
Fax: 416-943-2825

If you do not deliver a Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order, the value of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at ______________________ this ________ day of ___________________, 20____.

SCHEDULE "E"

Court File No. CV-13-10274-OOCL

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 DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

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1. PARTICULARS OF CREDITOR

   (a) ***Full Legal Name of Creditor:*** ______________________

   (b) ***Full Mailing Address of Creditor:*** ______________________

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   (c) ***Telephone Number of Creditor:*** ______________________

   (d) ***Facsimile Number of Creditor:*** ______________________

   (e) ***E-mail Address of Creditor:*** ______________________

   (f) ***Attention (Contact Person):*** ______________________

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

(a) ***Have you acquired this Claim by assignment?*** ***Yes*** ☐ ***No*** ☐

(if yes, attach documents evidencing assignment)

(b) ***Full Legal Name of original creditor(s):*** ______________________________

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:

(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect as of September 30, 2013)

We hereby disagree with the value of our Claim as set out in the Notice of Revision or Disallowance dated _______________________, as set out below:

Claim per Notice of Claim	**Claim per Creditor**
$	$
$	$

(Insert particulars of Claim per Notice of Revision or Disallowance, and the value of your Claim as asserted by you).

4. 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. If the Claim is secured, evidence supporting the security you hold must be submitted with this form. Provide full particulars of the security, including the date on which the security was given the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security. The particulars and evidence provided must support the value of the Claim as stated by you in item 3, above.)

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If you intend to dispute the Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of this Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order such that it is received by the Monitor by 5:00 p.m. no later than five (5) Business Days after delivery of such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

Ernst & Young Inc.
Court-appointed Monitor of Data & Audio-Visual Enterprises Holdings Inc.
222 Bay Street, P.O. Box 251
Toronto Dominion-Centre
Toronto, Ontario
Canada M5K 1J7
Attention: Fiona Han

E-mail: mobilicity.monitor@ca.ey.com
Fax: 416-943-2825

Dated at ____________________ this ________ day of __________________, 20____.

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

Court File No. CV-13-10274-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

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