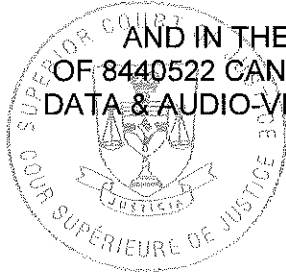


**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) MONDAY, THE 29TH  
JUSTICE NEWBOULD ) DAY OF JUNE, 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 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.,  
DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

**Applicants**

**ORDER  
(Vesting)**

**THIS MOTION** made by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**"), Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**"), 8440522 Canada Inc. and 2451608 Ontario Inc. (collectively with Wireless and 8440522 Canada Inc., the "**Wireless Entities**" and the Wireless Entities collectively with Holdings are the "**Applicants**") for an Order, further to the Order of this Court granted on June 24, 2015 (the "**Sale Order**") approving the sale transaction (the "**Transaction**") contemplated by a share purchase offer letter between Holdings, Wireless and Rogers Communications Inc. ("**Rogers**") dated June 23, 2015 (the "**Sale Agreement**") and attached as Confidential Exhibit "F" to the Affidavit of William E. Aziz, sworn June 23, 2015, *inter alia*:

- (a) vesting in Rogers' designated affiliate, Rogers Cable and Data Centres Inc. (the "**Designee**", and collectively with Rogers, the "**Purchaser**") all of Holdings'

right, title and interest in and to the shares of Wireless (the "**Purchased Shares**") and all claims, if any, against Wireless by Holdings to be transferred pursuant to the Sale Agreement (together with the Purchased Shares, the "**Purchased Assets**");

- (b) establishing the basis upon which the Cash Amount (as defined in the Sale Agreement) will be held by Ernst & Young Inc., in its capacity as Monitor, of the Applicants (in such capacity, the "**Monitor**");
- (c) releasing certain Released Claims against the Released Parties (in each case as defined in Schedule "C"); and
- (d) effective upon closing of the Transaction, terminating this proceeding under the CCAA solely in respect of the Wireless Entities and terminating and discharging the engagement of Blue Tree Advisors II Inc., and William E. Aziz on behalf of Blue Tree Advisors II Inc., as Chief Restructuring Officer of the Wireless Entities (in such capacity, the "**CRO**"),

was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of William E. Aziz sworn, June 29, 2015 (the "**Aziz Affidavit**"), the Fourteenth Report of the Monitor, dated June 27, 2015, and upon hearing the submissions of counsel for the Applicants, the Monitor, the Ad Hoc Committee of Noteholders, the Purchaser, and Catalyst and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of Alexander Schmitt sworn June 27, 2015.

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 Fourteenth 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 Fourteenth Report is hereby dispensed with.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Sale Order, the Sale Agreement and the Aziz Affidavit.
3. **THIS COURT ORDERS** that Wireless is authorized and directed to, immediately prior to completion of the Transaction pay to Holdings (or to the Monitor on behalf of Holdings) all cash owned or held by Wireless (the "**Wireless Cash**") as at the date of completion of the Transaction as a dividend, or with the prior consent of the Purchaser, not to be unreasonably withheld, in any other manner as Wireless deems appropriate.
4. **THIS COURT AUTHORIZES AND DIRECTS** the Monitor to hold the Wireless Cash and the Cash Amount in trust for Holdings or Wireless, as the case may be, in accordance with the terms of this Order in an account opened at a Canadian chartered bank for this purpose.
5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Monitor's Certificate**"), all of Holdings' right, title and interest in and to the Purchased Assets shall vest absolutely in the Designee, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing, the

following (the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "B" hereto (the "**Permitted Liens**")); (i) any encumbrances or charges created by the Initial Order of this Court dated September 30, 2013 (as amended) or the Order of this Court dated January 28, 2015; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") or any other personal property registry system; (iii) the shareholders agreements and shareholder declarations to which any of the Wireless Entities may be a party (including, without limitation, those listed on Schedule "D" hereto) and any other shareholders agreements and shareholder declarations that may apply to any of the Wireless Entities in any manner (collectively, the "**Shareholders Agreements**"); (iv) any equity securities, rights, claims, options, warrants, restricted stock units or other securities convertible or exchangeable into equity securities in the capital of any of the Wireless Entities (other than any common shares in the capital of any of the Wireless Entities that have been duly issued and are outstanding and are recorded in the share registers of the Wireless Entities, including the Purchased Shares) (the "**Options**"); and, for greater certainty, this Court orders that the Shareholders Agreements and the Options shall terminate and be of no force or effect with respect to the Purchased Shares or any of the Wireless Entities.

6. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate to the Purchaser, Equity Financial Trust Company in its capacity as trustee and collateral agent under the DIP Notes, the First Lien Notes and the Second Lien Notes is directed to release the share certificates of the Wireless Entities to the Purchaser.
7. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate to the Purchaser, all Claims and Encumbrances against the Purchased Assets, Wireless Entities and their assets (with the exception of Permitted Liens) shall be fully and finally released,

discharged, and expunged as against the Wireless Entities and their assets, provided that this paragraph does not affect unsecured recourse for Claims against the Wireless Entities and their assets other than Claims in respect of the DIP Notes, First Lien Notes (other than the Catalyst First Lien Notes), the Second Lien Notes, Shareholder Agreements or Options.

8. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate to the Purchaser all Claims and Encumbrances against Holdings in connection with obligations of Wireless, including in respect of the Catalyst First Lien Notes, shall be fully and finally released, discharged and expunged as against Holdings.
  
9. **THIS COURT ORDERS** that Catalyst has waived and released any claim against the Cash Amount (including any portion of the Cash Amount paid under Section 2(b) and 2(c) of the Sale Agreement following completion of the Transaction), provided that, for greater certainty, Catalyst retains its unsecured recourse against Wireless for full payment of all amounts owing in respect of the Catalyst First Lien Notes (which are in the principal amount of CAD\$69,765,000), while the holders of any Claims in respect of the DIP Notes, the First Lien Notes (other than the Catalyst First Lien Notes) and the Second Lien Notes cease to have any recourse to the Wireless Entities whatsoever and instead have recourse against the Cash Amount as provided for in paragraph 12 below, and accordingly (a) nothing in this Order limits, lessens or extinguishes any unsecured Claims of Catalyst, following the Closing of the Transaction, against Wireless based upon the Catalyst First Lien Notes (or any related contractual obligations between Rogers and Catalyst in respect thereto), and (b) Wireless shall make any or all payments on account of the Catalyst First Lien Notes or the redemption thereof directly to Catalyst rather than to the Indenture Trustee under the First Lien Notes, and upon such payment

or payments the Catalyst First Lien Notes shall be deemed to be redeemed and extinguished to the extent of such payments.

10. **THIS COURT ORDERS** that upon the delivery of a Monitor's Certificate to the Purchaser, the Monitor (or its counsel or agents) shall forthwith complete all necessary filings and other steps required to discharge all registrations (with the exception of any registrations in respect of Permitted Liens) against the Purchased Assets, the Wireless Entities or their assets pursuant to the PPSA or any other personal property registry system and shall forthwith deliver to the Purchaser evidence that all such discharges have been completed.
11. **THIS COURT ORDERS** that Wireless and Holdings shall direct the Purchaser to pay the Cash Amount (including any portion of the Cash Amount paid under Section 2(b) and 2(c) of the Sale Agreement following completion of the Transaction), to the Monitor (on behalf of Wireless and Holdings) forthwith upon satisfaction of the conditions precedent to payment of the Cash Amount by the Purchaser under the Sale Agreement.
12. **THIS COURT ORDERS** that the Wireless Loan Amount, being the portion of that Cash Amount equal to the total amounts owing under the DIP Notes, the First Lien Notes (other than the Catalyst First Lien Notes), and the Second Lien Notes (such portion being, the "**Wireless Distribution Amount**") shall be held by the Monitor in escrow subject to further Order of the Court authorizing and directing the distribution of the Wireless Distribution Amount and that promptly following such distribution, the Monitor shall provide reasonably detailed particulars thereof to the Purchaser.
13. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances against Holdings, other than those Claims and Encumbrances paid in full or waived pursuant to paragraphs 6 through 11 hereof, the

Cash Amount (including any portion of the Cash Amount paid under Section 2(b) and 2(c) of the Sale Agreement following completion of the Transaction) less the Wireless Distribution Amount (the "**Remaining Proceeds**") shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Remaining Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

14. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.
  
15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, Holdings and Wireless are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Holdings' and Wireless' records pertaining to Wireless' past and current employees and all personal information in respect of Wireless' past and current customers. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Holdings and Wireless.
  
16. **THIS COURT ORDERS** that, notwithstanding:
  - (a) the pendency of these proceedings;
  
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* ("**BIA**") in respect of any of the

Applicants and any bankruptcy order issued pursuant to any such applications;  
and

(c) any assignment in bankruptcy made in respect of any of the Applicants;

the vesting of the Purchased Assets in the Designee pursuant to this Order and the payment of the Wireless Cash from Wireless to Holdings, shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).
18. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate the Released Parties shall be released and discharged from any and all Released Claims and all Released Claims shall be fully, finally and irrevocably waived, discharged, released, cancelled and barred as against the Released Parties to the fullest extent permitted by applicable law, provided that, for greater certainty, the foregoing shall not prevent QCP CW S.A.R.L ("**QCP**") from advancing any claims or positions of QCP concerning entitlement to and distribution of the Wireless Distribution Amount.
19. **THIS COURT ORDERS** that all persons shall be permanently and forever barred, estopped, stayed and enjoined, from and after delivery of the Monitor's Certificate, with respect to any and all Released Claims, from: (i) commencing, conducting or continuing



in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Released Parties; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties or their respective property; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation by way of contribution or indemnity or other relief, in common law, or in equity, or for breach of trust or breach of fiduciary duty or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the Released Parties; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or their respective property; or (iv) taking any actions to interfere with the implementation or consummation of the Transaction; provided, however, that (i) the foregoing shall not apply to the enforcement of any obligations under the Sale Agreement, any other agreements delivered as part of the Closing under the Sale Agreement (in each case solely among the parties to the Sale Agreement or such other agreements delivered as part of the Closing under the Sale Agreement), or under any Order, including this Order, as the case may be, and (ii) for greater certainty, the foregoing shall not prevent QCP from advancing any claims or positions of QCP concerning entitlement to and distribution of the Wireless Distribution Amount.

20. **THIS COURT ORDERS** that, except as otherwise provided for in this Order, all obligations or agreements to which Wireless is party immediately prior to Closing will be

and remain in full force and effect as at Closing and no Person who is a party to any such obligations or agreements shall, following the Closing, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise disclaim or repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy (including any right of set-off, option, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

- (a) any defaults or events of default arising as a result of the financial condition or insolvency of any of the Applicants on or prior to the Closing, other than a payment default in respect of an obligation falling due in the ordinary course that is not paid within 14 days of Closing;
- (b) the fact that any Applicant has sought or obtained relief under the CCAA;
- (c) any changes in share ownership of Wireless arising from implementation of the Transaction, provided, however, where a real property lease contains a provision prohibiting a change of control of the tenant by reason of the transfer of the shares of the tenant without landlord consent, then any landlord of such lease(s) (who has not consented to the transfer) may, within 30 days, serve a notice of motion objecting to the application of this provision to the applicable leases in which case the matter shall be dealt with on its merits, and failing timely service of such notice of motion, the landlord shall be permanently bound by this provision;
- (d) the effect on Wireless of the completion of the Transaction.

21. **THIS COURT ORDERS** that effective upon delivery of the Monitor's Certificate to the Purchaser, this proceeding under the CCAA shall be and is hereby terminated solely in

respect of the Wireless Entities, provided however that the stay of proceedings contained in paragraphs 15 through 18 of the Initial Order shall remain in effect in respect of the Wireless Entities for 14 days following delivery of the Monitor's Certificate.

22. **THIS COURT ORDERS** that effective upon delivery of the Monitor's Certificate to the Purchaser, the appointment of the CRO in respect of the Wireless Entities shall be automatically terminated and the CRO discharged from any further obligations in respect of the Wireless Entities, both as CRO and as director.
23. **THIS COURT ORDERS** that effective upon delivery of the Monitor's Certificate to the Purchaser, the CRO is hereby released and discharged from any and all liability that the CRO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the CRO while acting in its capacity as CRO or director of the Wireless Entities.
24. **THIS COURT ORDERS** that notwithstanding any provision of this Order, the CRO may carry out such functions and duties as may be incidental to the termination of the proceedings under the CCAA in respect of the Wireless Entities and in carrying out such functions and duties, the CRO shall continue to have the benefit of any and all of the protections granted in the CCAA proceedings of the Wireless Entities.
25. **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 Holdings, the Monitor and their respective 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 Holdings and the Monitor, as an officer of this Court, as may be necessary

or desirable to give effect to this Order or to assist Holdings, the Monitor and/or their respective agents in carrying out the terms of this Order.

26. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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



JUN 29 2015



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**SCHEDULE "A"**  
**FORM OF MONITORS CERTIFICATE**

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

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

THE HONOURABLE ) ●, THE ●  
JUSTICE NEWBOULD ) DAY OF JUNE, 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 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.,  
DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

**Applicants**

|

**MONITOR'S CERTIFICATE**

**RECITALS**

A. Pursuant to Orders of the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated September 30, 2013 and January 28, 2015, Ernst & Young Inc., was appointed as monitor (in such capacity, the "**Monitor**") of the undertaking, property and assets of Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**") , Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**"), 8440522 Canada Inc. and 2451608 Ontario Inc. (collectively with Holdings and Wireless, the "**Applicants**").

B. Pursuant to an Order of the Court dated June 24, 2015, the Court approved the share purchase offer letter made as of June 23, 2015 (the "**Sale Agreement**") between Holdings,

Wireless and Rogers Communications Inc. (the "**Purchaser**") and an Order of the Court dated June ●, 2015 provided for the vesting in Rogers Cable and Data Centres Inc., (as a designated affiliate of the Purchaser) of Holdings' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Cash Amount; (ii) that the conditions to Closing set out in Sections 5 through 7 of the Sale Agreement have been satisfied or waived by Holdings and/or the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE MONITOR CERTIFIES** the following:

1. The Purchaser has paid and Holdings and Wireless (or the Monitor on behalf of Holdings and Wireless) have received the Cash Amount payable on Closing to each of Holdings and Wireless pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5 through 7 of the Sale Agreement have been satisfied or waived by Holdings and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**ERNST & YOUNG INC.**, in its capacity as Court-appointed Monitor of Data & Audio-Visual Enterprises Holdings Inc., Data & Audio-Visual Enterprises Wireless Inc., 8445022 Canada Inc. and 2451608 Ontario Inc., and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule "B"**  
**Permitted Liens**

"Permitted Liens" means:

1. Inchoate mechanic's, construction and carrier's liens and other similar liens arising by operation of law or statute in the ordinary course of the Business for obligations which are not delinquent and will be paid or discharged in the ordinary course of business.
2. Any right of expropriation conferred upon, reserved to or vested in Her Majesty The Queen in Right of Canada, Her Majesty The Queen in right of any province of Canada in which the Leased Properties are located, or by any Governmental Authority under any applicable Law which do not, individually or in the aggregate, materially impair the value or use of the Leased Properties for the Business.
3. Zoning restrictions, easements and rights of way or other similar Liens or privileges in respect of real property which do not, individually or in the aggregate, materially impair the value or use of the Leased Properties for the Business and provided the same have been complied with in all material respects.
4. Liens created by others upon other lands over which there are easements, rights-of-way, licenses or other rights of user in favour of the Leased Properties and which do not materially impede the use of the easements, rights-of-way, licenses or other rights of user for the purposes for which they are held.
5. Liens related to the following *Personal Property Security Act* (Ontario) registrations:

Secured Party	Debtor	Reference File No. and Registration Number(s)
ESI Technologies De L'Information Inc.	Data & Audio Visual Enterprises Wireless Inc.	683247294 20121130 1258 2562 2464
Collateral Classification	General Collateral Description	Comments
Equipment	F5-BIG-LTM-4200V BIG-IP-Appliance; local traffic manager 4200V (16G Qty 2 F5-SVC-BIG-STD-L1-3 Big-IP Service Std Level 1-3 HWR/Refer to Licensin Qty 2 F5-ADD-BIG DNS BIG-IP Add-on; DNS License Qty 2 F5-SVC-BIG-STD-L1-3 BIG-IP Service Std Level 1-3 HWR/Refer to licensin Qty 2 F5-UPG-AC-400W field upgrade; single 400W AC power (4000 series) QTY2 F5-INST-BIG-LTM BIG-IP installation; local traffic manager impleme Qty 1	Amount: \$95,511 No Fixed Maturity Date



## Schedule "C"

**"Mobilicity Released Parties"** means (i) Holdings; (ii) the present and former officers, directors, de facto officers or directors, employees, auditors, financial advisors, legal counsel and agents of Holdings, Wireless and their respective affiliates and subsidiaries; (iii) Ernst & Young Inc., in its capacity as court-appointed monitor of Holdings, Wireless and their respective affiliates and subsidiaries, and its legal counsel; and (iv) the chief restructuring officer of Holdings and Wireless and their respective affiliates and subsidiaries.

**"Rogers"** means (i) Rogers Communications Inc., its affiliates and subsidiaries; and (ii) the respective present and former officers, directors, de facto officers or directors, employees, auditors, financial advisors, legal counsel and agents of Rogers Communications Inc. and its affiliates and subsidiaries.

**"Released Claims"** means any and all demands, claims, liabilities, indebtedness, obligations, causes of action, debts, accounts, covenants, damages, executions and other recoveries of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, 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, that any Released Party or Wireless may have against any other Released Party, or any right or ability of any Released Party or Wireless to advance against any other Released Party 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, including without limiting the generality of the foregoing, any security interest, charge, mortgage or other encumbrance in connection with any of the foregoing based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing and with respect to, relating to, arising out of, or in connection with Wireless or its subsidiaries, or the Released Parties' dealings with Wireless or its subsidiaries, including (without limitation) the transaction contemplated by the Sale Agreement, the proceedings of Holdings and Wireless and their affiliates and subsidiaries under the *Companies' Creditors Arrangement Act* (Canada), any person's financing to, or investment in securities of, Holdings or Wireless or their respective affiliates or subsidiaries, the Catalyst Oppression Application (as defined in the Aziz Affidavit) or events and occurrences directly or indirectly related to the Oppression Action or the facts, circumstances and allegations asserted or raised in the Oppression Action; provided, however, that Released Claims do not extend to (i) any Released Party's rights or obligations under the Sale Agreement, the Catalyst Letter or this Order, (ii) any claims any Mobilicity Released Parties have against any other Mobilicity Released Parties, or (iii) any Remaining Convertible Debenture Claims.

**"Released Parties"** means Securityholders' Released Parties, the Mobilicity Released Parties and Rogers.

**"Remaining Convertible Debenture Claims"** means any demands, claims, liabilities, indebtedness, obligations, causes of action, debts, accounts, covenants, damages, executions and other recoveries of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, against holders of Convertible Debentures in respect of their Claims, rights, obligations or entitlements under the Convertible Debentures.

**"Securityholders Released Parties"** means past and present (i) indenture trustees and collateral agents under the First Lien Notes, (ii) legal and beneficial holders of First Lien Notes, (iii) legal and beneficial holders of Second Lien Notes, (iv) collateral agents under the Second Lien Notes, (v) legal and beneficial holders of DIP Notes, (vi) collateral agents under the DIP Notes, (vii) indenture trustees under the Unsecured Senior Notes, (viii) legal and beneficial holders of Unsecured Senior Notes, (ix) legal and beneficial holders of Convertible Debentures (except with respect to the Remaining Convertible Debenture Claims), (x) holders of equity securities of any Applicant, and their respective subsidiaries and affiliates, officers, directors, employees, auditors, financial advisors and legal counsel (including legal counsel to the Ad Hoc Committee of Noteholders and the holders of DIP Notes).

**Schedule "D"**  
**Shareholders Agreements and Shareholder Declarations**

1. Unanimous Shareholder Agreement dated August 1, 2008 among Data & Audio-Visual Enterprises Inc., QCP CW S.A.R.L and Data & Audio-Visual Enterprises Wireless Inc., as amended, supplemented or restated from time to time.
2. Data & Audio-Visual Enterprises Wireless Inc. Unanimous Shareholder Declaration dated August 1, 2008 between Data & Audio-Visual Enterprises Wireless Inc. and Data & Audio-Visual Enterprises Holdings Inc., as amended, supplemented or restated from time to time.
3. Amended and Restated Shareholders Agreement made as of December 17, 2009 among Data & Audio-Visual Enterprises Investments Inc., QCP CW S.A.R.L., Data & Audio-Visual Enterprises Holdings Inc. and Data & Audio-Visual Enterprises Wireless Inc., as amended, supplemented or restated from time to time.
4. Data & Audio-Visual Enterprises Leasing Inc. Unanimous Shareholder Declaration dated February 19, 2010 among Data & Audio-Visual Enterprises Leasing Inc., Data & Audio-Visual Enterprises Holdings Inc. and Data & Audio-Visual Enterprises Wireless Inc., as amended, supplemented or restated from time to time.
5. Second Amended and Restated Shareholders Agreement dated May 14, 2010 among Data & Audio-Visual Enterprises Investments Inc., QCP CW S.A.R.L, Data & Audio-Visual Enterprises Holdings Inc. and Data & Audio-Visual Enterprises Wireless Inc., as amended, supplemented or restated from time to time.

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 8440522  
CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-  
VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

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

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

Proceeding commenced at Toronto

**ORDER  
(VESTING ORDER)**

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