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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 16TH
	)	
JUSTICE NEWBOULD	)	DAY OF DECEMBER, 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

PLAN FILING AND CREDITORS' MEETING ORDER

THIS MOTION made by Data & Audio-Visual Enterprises Holdings Inc. (the "**Applicant**") for an Order, among other things, establishing the terms upon which the Applicant shall call, hold and conduct a meeting of Affected Creditors to consider and vote on the Plan (the "**Meeting**") and providing for the return of the Applicant's motion for an order sanctioning the Plan if the Plan is approved by the Required Majority (the "**Sanction Order**"), was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the Notice of Motion, the twenty first report of Ernst & Young Inc., in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**"), dated December 15, 2015 (the "**Twenty First Report**"), and on hearing the submissions of counsel for the Applicant, the Monitor, and such other counsel present, no one else appearing although duly served as appears from the affidavit of service of Evan Cobb sworn December 14, 2015.

SERVICE

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion, the Motion Record and the Twenty First Report herein be and is hereby abridged and

validated so that the Motion is properly returnable today, and hereby dispenses with further service thereof.

DEFINITIONS

2. The following terms shall have the following meanings for the purposes of this Order:

(a) "**Beneficial Noteholder**" means a beneficial owner of any Unsecured Senior Notes as at the Voting Record Date (or, if applicable, an investment advisor, manager or representative with voting discretion over the Unsecured Senior Notes owned by such beneficial owner), regardless of whether such beneficial owner is a Registered Holder;

(b) "**CDS**" means CDS Clearing and Depository Services, Inc., or any successor thereof;

(c) "**Holder of Record**" means a Person, other than CDS, who (a) is a CDS participant holder of Unsecured Senior Notes as at the Voting Record Date, or (b) is any other Registered Holder with respect to the Unsecured Senior Notes;

(d) "**Monitor's Website**" means www.ey.com/ca/mobilicity;

(e) "**Service List**" means the list of counsel and other interested parties who have requested service of materials filed with the Court in this proceeding, as maintained by the Applicant and the Monitor;

3. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan of Compromise or Arrangement of the Applicant dated December 14, 2015, attached as **Schedule "C"** to this Order (as it may be amended, amended and restated, modified or supplemented from time to time in accordance with its terms, the "**Plan**").

FILING OF THE PLAN

4. **THIS COURT ORDERS** that the Applicant is hereby authorized to file the Plan, to present the Plan to the Affected Creditors at the Meeting for their consideration in accordance with the terms of this Order and to seek approval of the Plan in the manner set forth herein.

5. **THIS COURT ORDERS** that the Applicant be and is hereby authorized to amend, modify and/or supplement the Plan provided that any such amendment restatement, modification or supplement shall be made in accordance with Section 8.4 of the Plan.

CLASSIFICATION OF CREDITORS

6. **THIS COURT ORDERS** that for the purposes of considering and voting on the Plan, the affected claims of the Affected Creditors (**"Voting Claims"**) shall be grouped into a single class, and such classification is hereby approved.

MEETING MATERIALS

7. **THIS COURT ORDERS** that each of the following documents in substantially the forms attached to this Order as **Schedules "A"** and **"B"**, respectively, are hereby approved:

(a) the form of proxy to be used by Affected Creditors other than Beneficial Noteholders in their capacities as such (the "**General Proxy**"); and

(b) the form of proxy to be used by Beneficial Noteholders (the "**Beneficial Noteholder Proxy**"), other than Beneficial Noteholders whose votes are the subject of the AHC Proxy (as defined below);

(collectively with this Order, the Plan, and the Twenty First Report, the "**Meeting Materials**").

8. **THIS COURT ORDERS** that (i) the delivery of the Meeting Materials to (A) Goodmans LLP on behalf of the Ad Hoc Committee; (B) McCarthy Tetrault LLP, as counsel for Q.C.P. CW S.A.R.L; and (ii) the posting of the Meeting Materials on the Monitor's Website are hereby ratified and approved and shall constitute sufficient notice of the Meeting and the hearing for the Sanction Order and no further notice of the Meeting or the hearing for the Sanction Order to any Affected Creditor or to any other Person shall be required, and no other document or materials need be served on such Persons in respect of the Sanction Hearing unless they have filed and served a Notice of Appearance.

9. **THIS COURT ORDERS** that, notwithstanding paragraph 7 above, the Applicant may, from time to time, make such minor changes to the Meeting Materials as the Applicant, in

consultation with the Monitor, considers necessary or desirable to conform the content thereof to the terms of the Plan or this Order.

10. **THIS COURT ORDERS** that any accidental failure of, or omission by the Monitor to give notice of the Meeting or to distribute the Meeting Materials to any Person entitled by this Order to receive such notice or delivery, or the non-receipt of such notice, Meeting Materials shall not constitute a breach of this Order, and shall not invalidate any resolution passed or taken at the Meeting, but if any such failure or omission is brought to the attention of the Monitor prior to the Meeting, then the Monitor shall use reasonable efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.

MONITOR'S ROLE

11. **THIS COURT ORDERS** that an officer of the Monitor shall preside as the chair of the Meeting (the "**Chair**") and shall decide all matters relating to the rules and procedures at, and the conduct of, the Meeting in accordance with the terms of the Plan, this Order and any further Order of this Court. The Chair may adjourn the Meeting at his/her discretion, after consultation with the Applicant.

12. **THIS COURT ORDERS** that, in addition to its prescribed rights and obligations under (i) the CCAA; (ii) the Initial Order; (iii) any other Order granted in these proceedings, the Monitor is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.

13. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA, the Initial Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of the Applicant, in respect of the registered holdings of Unsecured Pari Passu Notes and Unsecured Subordinated Notes, and any information provided in the Beneficial Noteholder Proxies, in respect of beneficial holdings of Unsecured Senior Notes, in each case without independent investigation; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

MEETING

14. **THIS COURT ORDERS** that the Applicant shall call, hold and conduct the Meeting on December 17, 2015 at the offices of Norton Rose Fulbright Canada LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, Toronto, Ontario, M5J 2Z4 at 9:00 a.m. (Toronto time) (the "**Meeting Date**"), for the purposes of considering and voting on the Plan and transacting such other business as may be properly brought before the Meeting; provided, however, that the Applicant may, with the consent of the Monitor, select another date on which to hold the Meeting, or decide not to call, hold and conduct the Meeting. In the event the Meeting Date is changed after the issuance of this Order, or if the Meeting is cancelled, the Monitor shall post notice of the change of date or cancellation on the Monitor's Website and provide notice of the change of date or cancellation to McCarthy Tetrault LLP, as counsel for Q.C.P. CW S.A.R.L., and Goodmans LLP, as counsel to the Ad Hoc Committee.

15. **THIS COURT ORDERS** that, for voting purposes only, the identity and quantum of the Claims of each Affected Creditor shall be determined as follows: (i) in the case of a Beneficial Noteholder, based upon the information provided in the Beneficial Noteholder Proxies or in the AHC Proxy; (ii) in the case of a Unsecured Pari Passu Noteholder, based upon the outstanding Unsecured Pari Passu Noteholder Allowed Claims as determined in accordance with the Claims Procedure Order (in respect of the value of the Unsecured Pari Passu Noteholder Claim) and the books and records of the Applicant (in respect of the identity of the holder of the Unsecured Pari Passu Noteholder Claim); and (iii) in the case of an Unsecured Subordinated Noteholder, based upon the outstanding Unsecured Subordinated Noteholder Allowed Claims as determined in accordance with the Claims Procedure Order (in respect of the value of the Unsecured Subordinated Noteholder Claim) and the books and records of the Applicant (in respect of the identity of the holder of the Unsecured Subordinated Noteholder Claim), or in each case by any other manner acceptable to the Monitor.

ATTENDANCE AT MEETING

16. **THIS COURT ORDERS** that the only Persons entitled to notice of, to attend or speak at the Meeting are the Affected Creditors (or their respective proxyholders), representatives of the Applicant, the Monitor, the Unsecured Senior Note Indenture Trustee, the legal counsel of any of the foregoing, beneficial holders of Unsecured Senior Notes, Unsecured Pari Passu Notes

and Unsecured Subordinated Notes and their respective counsel, counsel to the Ad Hoc Committee, the Chair, Scrutineers and the Secretary (as defined below). Any other Person may be admitted to the Meeting only by invitation of the Applicant or the Chair.

17. **THIS COURT ORDERS** that an Affected Creditor that is not an individual may only attend and vote at the Meeting if it has appointed a proxyholder to attend and act on its behalf at the Meeting.

AFFECTED CLAIMS FOR VOTING PURPOSES

18. **THIS COURT ORDERS** that for the purposes of voting at the Meeting, each Affected Creditor shall be entitled to one vote, which vote shall have a value equal to: (i) in the case of an Affected Creditor that is a Beneficial Noteholder, the principal and accrued interest owing under the Unsecured Senior Notes beneficially owned by such Beneficial Noteholder as at the September 30, 2013; and (ii) in the case of an Affected Creditor that is a registered holder of Unsecured Pari Passu Notes or Unsecured Subordinated Notes, the principal and accrued interest owing under the Unsecured Pari Passu Notes or Unsecured Subordinated Notes, as applicable, owned by such registered holder as at September 30, 2013.

19. **THIS COURT ORDERS** that for the purpose of calculating the majority in number of Affected Creditors voting on the Plan, each individual Beneficial Noteholder that votes on the Plan (in person or by proxy) shall only be counted once, without duplication, even if that Beneficial Noteholder beneficially holds Unsecured Senior Notes through more than one Registered Holder or Holder of Record.

VOTING AT THE MEETING

20. **THIS COURT ORDERS** that at the Meeting the Chair shall direct a vote, by written ballot, to approve the Plan and any amendments thereto.

21. **THIS COURT ORDERS** that the only Persons entitled to vote at the Meeting in person by telephone or by proxy, are: (i) the Beneficial Noteholders at the Voting Record Date (or any such validly appointed holder of the Beneficial Noteholder's proxy, including the AHC Proxy); and (ii) registered holders of Unsecured Pari Passu Notes and Unsecured Subordinated Notes as at the Voting Record Date (or their validly appointed holders of proxies).

22. **THIS COURT ORDERS** that no Person shall be entitled to vote at the Meeting in respect of any claim that is unaffected by the Plan.

23. **THIS COURT ORDERS** that the quorum required at the Meeting shall be any two (2) Affected Creditors present in person or by proxy (including by the AHC Proxy) at the Meeting.

24. **THIS COURT ORDERS** that if:

(a) the requisite quorum is not present at the Meeting;

(b) the Meeting is postponed by a vote of the majority in value of the Affected Claims of the Affected Creditors present in person or by proxy; or

(c) the Chair otherwise decides to adjourn the Meeting pursuant to and in accordance with this Order,

then the Meeting shall be adjourned to such date, time and place as may be designated by the Chair. The announcement of the adjournment by the Chair at the Meeting, the posting of notice of such adjournment on the Monitor's Website and written notice to the Service List shall constitute sufficient notice of the adjournment and the Applicant and the Monitor shall have no obligation to give further notice to any Person of the adjourned Meeting.

25. **THIS COURT ORDERS** that the Monitor may appoint scrutineers (the "**Scrutineers**") for the supervision and tabulation of the attendance, quorum, and votes cast at the Meeting. A Person or Persons designated by the Monitor shall act as secretary (the "**Secretary**") at the Meeting and shall tabulate all votes cast at the Meeting.

26. **THIS COURT ORDERS** that the result of any vote conducted at the Meeting shall be binding upon all Affected Creditors, whether or not any such Affected Creditor was present or voted at the Meeting.

27. **THIS COURT ORDERS** that following the vote at the Meeting, the Monitor shall tally the votes made and determine whether the Plan has been approved by the majorities of Affected Creditors required pursuant to section 6 of the CCAA (the "**Required Majorities**").

28. **THIS COURT ORDERS** that the Monitor shall file its report to this Court as soon as practicable after the date of the Meeting at which the vote on the Plan occurred with respect to

the results of the votes cast, including whether the Plan has been accepted by the Required Majorities.

VOTING BY PROXIES

29. **THIS COURT ORDERS** that, subject to Paragraph 32 below, in order to cast its vote at the Meeting, each Affected Creditor that is a Beneficial Noteholder shall execute a Beneficial Noteholder Proxy and return the Beneficial Noteholder Proxy to the Monitor prior to the commencement of the Meeting. The Beneficial Noteholder Proxy must clearly state the name and contain the signature of the applicable Beneficial Noteholder, the applicable account number or numbers of the account or accounts maintained by such Beneficial Noteholder with its Holder of Record (if applicable) and the principal amount of Unsecured Senior Notes held as at the Voting Record Date. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

30. **THIS COURT ORDERS** that in order to cast its vote at the Meeting, each holder of Pari Passu Notes and Unsecured Subordinated Notes as at the Voting Record Date, shall execute a General Proxy and return the General Proxy to the Monitor prior to the commencement of the Meeting.

31. **THIS COURT ORDERS** that a proxy confers a discretionary authority upon the Person named therein with respect to amendments or variations to the matters identified in the notices of the Meeting and in the Plan, and with respect to other matters that may properly come before the Meeting.

AD HOC COMMITTEE

32. **THIS COURT ORDERS** that in the case of votes of Beneficial Noteholders who are in the Ad Hoc Committee, such votes may be cast by a notice in writing from Goodmans LLP, as counsel to the Ad Hoc Committee: (i) identifying such Beneficial Noteholders; (ii) stating the principal amount of Unsecured Senior Notes held by such Beneficial Noteholders as at the Voting Record Date, and (iii) confirming the votes of those Beneficial Noteholders upon the Plan, all in a manner satisfactory to the Monitor (the "**AHC Proxy**").

TRANSFERS OR ASSIGNMENTS OF CLAIMS

33. **THIS COURT ORDERS** that if an Affected Creditor transfers or assigns an Affected Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Affected Claim at the Meeting.

HEARING FOR SANCTION ORDER

34. **THIS COURT ORDERS** that if the Plan is approved by the Required Majority, the Applicant may seek Court approval of the Plan at a motion for the Sanction Order which motion shall be returnable before this Court on December 18, 2015 (the "**Sanction Hearing Date**"), or as soon after that date as the matter can be heard (the "**Sanction Hearing**").

35. **THIS COURT ORDERS** that, if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List shall be served with notice of the adjourned date.

GENERAL

36. **THIS COURT ORDERS** that the Monitor may, in its discretion, generally or in individual circumstances, waive in writing the time limits imposed under this Order if the Monitor, in consultation with the Applicant, deems it advisable to do so, without prejudice to the requirement that all other Affected Creditors must comply with this Order.

37. **THIS COURT ORDERS** that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount.

38. **THIS COURT ORDERS** that any notice or other communication to be given pursuant to this Order by or on behalf of any Person to the Monitor shall be in writing and will be sufficiently given only if by mail, courier, email, fax or hand delivery addressed to:

Ernst & Young Inc.,
in its capacity as Court-appointed Monitor

Attention: Brian Denega

Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1J7

Telephone: 416-943-3646
Fax: 416-943-3300

Email: mobilicity.monitor@ca.ey.com
Website: www.ey.com/ca/mobilicity

EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

39. **THIS COURT ORDERS** that this Order and any other Order in this proceeding shall have full force and effect in all provinces and territories in Canada and abroad and as against all Persons against whom they may otherwise be enforceable.

40. **THIS COURT HEREBY REQUESTS** the aid and recognition, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicant, 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 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 A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

DEC 1 6 2015

SCHEDULE "A" TO PLAN FILING AND CREDITORS' MEETING ORDER

FORM OF GENERAL PROXY

(Attached)

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.
("HOLDINGS")

GENERAL PROXY

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of Holdings dated as of ● (as may be amended, restated or supplemented from time to time, the "**Plan**") filed pursuant to the *Companies' Creditors Arrangement Act* with the Ontario Superior Court of Justice (Commercial List) in the City of Toronto in the Province of Ontario or in the Plan Filing and Meeting Order granted by the Court on ● (the "**Meeting Order**").

Before completing this proxy, please read carefully the accompanying Instructions For Completion of Proxy.

THIS FORM OF PROXY IS FOR USE BY ALL AFFECTED UNSECURED CREDITORS OTHER THAN AFFECTED UNSECURED CREDITORS IN THEIR CAPACITIES AS BENEFICIAL NOTEHOLDERS. If you are a Beneficial Noteholder you should have been provided a Beneficial Noteholder Proxy . Beneficial Noteholders wishing to vote, in their capacities as Beneficial Noteholders, at the Meeting may do so only by completing the Beneficial Noteholder Proxy. **In accordance with the Plan and the Plan Filing and Meeting Order, this proxy may only be filed by Affected Creditors (other than in their capacities as Beneficial Noteholders) having Voting Claims.**

THE UNDERSIGNED AFFECTED CREDITOR (in its capacity as an Affected Creditor other than a Beneficial Noteholder) hereby revokes all proxies previously given in respect of the Plan (other than a proxy given in its capacity as a Beneficial Noteholder) and nominates, constitutes, and appoints:

____
Print name of proxy

or, instead of the foregoing, Brian Denega of Ernst & Young Inc. in its capacity as court-appointed monitor of Holdings, or such other Person as he, in his sole discretion, may designate, to attend on behalf of and act for the undersigned Affected Creditor (other than in its capacity as a Beneficial Noteholder) at the Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of such Meeting, and to vote the amount of the Voting Claim(s) of the undersigned (other than Voting Claims in respect of the undersigned in the undersigned's capacity as a Beneficial Noteholder) for voting purposes as determined by and accepted for voting purposes in accordance with the Plan Filing and Meeting Order and as set out in the Plan as follows:

A.	**VOTE** (mark one only):	**FOR** ☐ **AGAINST** ☐	**APPROVAL OF THE PLAN**

B. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Affected Creditor (other than in its capacity as a Beneficial Noteholder) with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Meeting or any adjournment, postponement or other rescheduling of the Meeting.

Dated this_______day of____________________,201__.

Print Name of Affected Creditor	Title of the authorized signing officer of the corporation, partnership or trust, if applicable
Signature of Affected Creditor or, if the Affected Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust	Telephone number of Affected Creditor or authorized signing officer
Mailing Address of Affected Unsecured Creditor	E-mail address of Affected Unsecured Creditor
Print Name of Witness, if Affected Creditor is an individual	Signature of Witness

SCHEDULE "B" TO PLAN FILING AND CREDITORS' MEETING ORDER

FORM OF BENEFICIAL NOTEHOLDER PROXY

BENEFICIAL NOTEHOLDER PROXY
SENIOR UNSECURED DEBENTURES

November __, 2015

CONFIDENTIAL

Data & Audio-Visual Enterprises Holdings Inc.
c/o Norton Rose Fulbright Canada LLP
Royal Bank Plaza South Tower, Suite 3800
Toronto, ON M5J 2Z4

Attention: Evan Cobb

Ernst & Young Inc.,
in its capacity as Court-appointed Monitor (the "Monitor")

Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1J7

Attention: Brian Denega

Re: DATA & AUDIO VISUAL ENTERPRISES HOLDINGS INC. – 15.0% Senior Unsecured Debentures Due 2018 (collectively, the "Notes") issued under the trust indenture amended and restated as of April 29, 2011 (the "Indenture") among Data & Audio-Visual Enterprises Holdings Inc., as issuer and Equity Financial Trust Company, as trustee (the "Trustee")

Ladies and Gentlemen:

I, ____________________, of ______________________, on behalf of each fund listed below (the "Noteholder"):

[INSERT FUNDS]

hereby certify as follows:

(1) that, as of the record date of ●, the Noteholder held sole beneficial ownership of or sole voting discretion over CDN$_________________________ principal amount of the Notes held with **[INSERT CUSTODIAN NAME]** as the custodian on the account for the position held at CDS, Participant No. ___;

(2) attached hereto as Exhibit A is evidence showing our holdings in the Notes; and

(3) that this certification may be relied upon Data & Audio-Visual Enterprises Holdings Inc. and the Monitor, for the purposes described in the Plan Filing and Meeting Order granted on November ●, 2015 in the *Companies' Creditors Arrangement Act* proceedings of Data & Audio-Visual Enterprises Holdings Inc.

THE UNDERSIGNED BENEFICIAL NOTEHOLDER (in its capacity as such) hereby revokes all proxies previously given in respect of the Plan (other than a proxy given in its capacity as an Affected Creditor other than as a Beneficial Noteholder) and nominates, constitutes, and appoints:

____

Print name of proxy

or, instead of the foregoing, Brian Denega of Ernst & Young Inc. in its capacity as court-appointed monitor of Holdings, or such other Person as he, in his sole discretion, may designate, to attend on behalf of and act for the undersigned Beneficial Noteholder (in its capacity as such) at the Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of such Meeting, and to vote the amount of the Voting Claim(s) of the undersigned (in its capacity as a Beneficial Noteholder) for voting purposes as determined by and accepted for voting purposes in accordance with the Plan Filing and Meeting Order and as set out in the Plan as follows:

A.	**VOTE** (mark one only):	**FOR** ☐ **AGAINST** ☐	**APPROVAL OF THE PLAN**
B.	Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Affected Creditor (in its capacity as a Beneficial Noteholder) with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Meeting or any adjournment, postponement or other rescheduling of the Meeting.		

This letter is intended for your confidential use in connection with the above-referenced matter and is provided solely for your information in connection therewith. This letter is addressed solely to you and may not be used for any other purpose, nor be relied upon by any person or disclosed, in whole or in part, to any person other than your officers, directors, employees, accountants, attorneys and other advisors, and then only on a confidential and need-to-know basis.

Should you have any questions concerning this matter please feel free to contact **[CONTACT NAME]** at the following telephone number **[PHONE NUMBER]**.

Dated this_______day of___________________,201__.

Print Name of Beneficial Noteholder	Title of the authorized signing officer
Signature of an authorized signing officer of the Beneficial Noteholder	Telephone number of authorized signing officer
Mailing Address of Beneficial Noteholder	E-mail address of Beneficial Noteholder

SCHEDULE "C" TO PLAN FILING AND CREDITORS' MEETING ORDER

PLAN

(Attached)

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.,

APPLICANT

PLAN OF COMPROMISE OR ARRANGEMENT

pursuant to the *Companies' Creditors Arrangement Act*
concerning, affecting and involving

DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

December 14, 2015

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PLAN OF COMPROMISE OR ARRANGEMENT

WHEREAS the Applicant is insolvent;

AND WHEREAS, on September 30, 2013 (the "**Filing Date**"), the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an initial Order in respect of the Applicant, among others (as such Order was amended and may be further amended, restated or varied from time to time, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**");

AND WHEREAS on July 2, 2015, the Applicant completed a transaction pursuant to which the shares of its wholly-owned subsidiary, Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**"), and, indirectly, the shares of its two indirect subsidiaries, 8440522 Canada Inc. and 2451608 Ontario Inc., were sold to an affiliate of Rogers Communications Inc.;

AND WHEREAS, on ●, 2015, the Court granted an Order (as such Order may be amended, restated or varied from time to time, the "**Meeting Order**") authorizing the Applicant to file this plan of compromise or arrangement and to convene a meeting of the Affected Creditors of the Applicant to consider and vote on this plan of compromise or arrangement.

NOW THEREFORE, the Applicant hereby proposes this plan of compromise or arrangement pursuant to the CCAA.

ARTICLE I – INTERPRETATION

1.1 Definitions

In this Plan, unless otherwise stated or unless the subject matter or context otherwise requires:

"**Ad Hoc Committee**" means the ad hoc committee of certain holders of Unsecured Senior Notes represented by Goodmans;

"**Affected Claim**" means any Allowed Claim;

"**Affected Creditor**" means any Person with an Affected Claim;

"**Allowed Claim**" has the meaning given thereto in the Claims Procedure Order; provided, however, that the amount of an Allowed Claim shall be reduced by any distribution received on account of such Allowed Claim in accordance with the Distribution Order;

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

"**Applicant**" means Data & Audio-Visual Enterprises Holdings Inc.;

"**BIA**" means the *Bankruptcy and Insolvency Act*, R. S. C. 1985, c. B-3, as amended;

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

"**Canadian Dollars**" or "**$**" means the lawful currency of Canada;

"**Canadian Tax Act**" means the *Income Tax Act* (Canada) and the *Income Tax Regulations*, in each case as amended from time to time;

"**CCAA**" has the meaning given to that term in the recitals hereto;

"**CCAA Proceeding**" means the proceeding commenced by the Applicant, among others, under the CCAA on the Filing Date in the Court under court file number CV-13-10274-00CL;

"**CDS**" means CDS Clearing and Depository Services, Inc. or any successor thereof;

"**Charge Amounts**" means the reasonable and documented amounts incurred on or prior to the Effective Date but not yet paid and which are secured by the Charges;

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

"**Claim**" has the meaning given thereto in the Claims Procedure Order;

"**Claims Procedure Order**" means the Order of the Court granted in the CCAA Proceedings on August 12, 2015, as such Order may be amended, restated or varied from time to time;

"**Class B Shares**" means the non-voting participating Class B Shares in the capital of the Applicant;

"**Closing Deliveries**" has the meaning given to that term in Section 5.2(a) hereof;

"**Common Shares**" means the common shares in the capital of the Applicant;

"**Conveyance Agreement**" has the meaning given to that term in Section 5.2(a)(iii) hereof;

"**Court**" has the meaning given to that term in the recitals hereto;

"**Creditor**" means any Person having a Claim and may, if applicable, include the assignee of a Claim or a personal representative, trustee, interim receiver, receiver, receiver and manager, liquidator or other Person acting on behalf of such Person;

"**DAVE Investments**" means Data & Audio-Visual Enterprises Investments Inc.

"**DAVE Subscription Agreement**" means the subscription agreement for shares dated as of August 1, 2008 between Data & Audio-Visual Enterprises Investments Inc. and the Applicant;

"**DIP Agreement**" means the DIP note purchase and guarantee agreement made as of January 29, 2015 among Wireless, as issuer, Holdings, 8440522 Canada Inc. and 2451608 Ontario Inc., as guarantors, the lenders party thereto and Equity Financial Trust Company as collateral agent, as amended;

"**DIP Notes**" means the note issued under the DIP Agreement;

"**Directors**" means, with respect to the Applicant, anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or de facto director of the Applicant;

"**Distribution Order**" means the Order of the Court dated August 14, 2015 in the CCAA Proceedings;

"**Effective Date**" means the date when the Closing Deliveries are completed and the conditions set out in Section 6.3 have been fulfilled, satisfied or waived (to the extent permitted under Section 6.4) in accordance with this Plan;

"**Effective Time**" means 12:01 a.m. on the Effective Date or such other time as the Applicant, DAVE Investments, the Ad Hoc Committee and Quadrangle may agree;

"**Equity Claims**" has the meaning given to that term in section 2(1) of the CCAA;

"**Existing Equity Holders**" means, collectively, the Existing Shareholders, the Registered Holders or beneficial holders of Existing Share Options or Warrants, and the holders of any Equity Claims, or any transferees or assignees thereof, in their capacities as such, as applicable;

"**Existing Share Options**" means all rights, options, warrants, restricted stock units and other securities convertible or exchangeable into equity securities (including the Options and the RSUs) that are duly issued and outstanding in the capital of the Applicant as of the Effective Date, but excluding the Warrants;

"**Existing Shareholders**" means, as applicable, the Registered Holders or beneficial holders of the Existing Shares as at the Effective Date or any transferees or assignees thereof, in their capacities as such;

"**Existing Shares**" means, collectively, the Common Shares and Class B Shares;

"**Filing Date**" has the meaning given to that term in the recitals hereto;

"**First Lien Notes**" means the 9.5% notes issued under the First Lien Notes Indenture;

"**First Lien Notes Indenture**" means the indenture dated as of April 29, 2011 between Wireless, as issuer, the guarantors party thereto and Equity Financial Trust Company, as trustee and collateral agent, as amended;

"**Goodmans**" means Goodmans LLP, in its capacity as counsel to the Ad Hoc Committee;

"**Government Authority**" means a federal, state, provincial, territorial, municipal or other government or government department, quasi regulatory body, agency or authority (including a court of law) having jurisdiction over a Person or this Plan;

"Government Priority Claims" means all Claims of any Government Authority in respect of amounts that were outstanding as of the Effective Date and that are of a kind that could be subject to a demand under:

(a) subsections 224(1.2) of the Canadian Tax Act;

(b) any provision of the *Canada Pension Plan* or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the Canadian Tax Act and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or employee's premium or employer's premium as defined in the *Employment Insurance Act* (Canada), or a premium under Part VII.1 of that *Act*, and of any related interest, penalties or other amounts; or

(c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the Canadian Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

    (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Canadian Tax Act*; or

(ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

"**Initial Order**" has the meaning given to that term in the recitals hereto;

"**Intercreditor Agreement**" means the intercreditor agreement made as of April 29, 2011 between, among others, the Unsecured Senior Note Indenture Trustee, Quadrangle and the Applicant;

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, Orders or other requirements, whether domestic or foreign, and the terms and conditions of any permit of or from any Governmental Authority or self-regulatory authority;

"**Litigation Claims**" has the meaning given to that term in Section 7.1 hereof;

"**Meeting**" means the meeting of Affected Creditors, and any adjournment or extension thereof in accordance with the terms of the Meeting Order, that is called and conducted in accordance with the terms of the Meeting Order for the purpose of considering and voting on the Plan;

"**Meeting Order**" has the meaning given to that term in the recitals hereto;

"**Monitor**" means Ernst & Young Inc. as the Court-appointed Monitor of the Applicant;

"**Newco**" means a newly incorporated entity to be incorporated by the Applicant;

"**Newco Shares**" means all shares in the capital of Newco as at the Effective Time;

"**Officer**" means, with respect to the Applicant, anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Applicant;

"**Option**" means an option to purchase Existing Shares granted by the Applicant to any Person and outstanding under the Stock Option Plan, the DAVE Subscription Agreement or otherwise;

"**Order**" means any order of the Court in the CCAA Proceeding;

"**Outside Date**" means December 31, 2015 (or such other date as the Applicant, DAVE Investments, Quadrangle and the Ad Hoc Committee may agree);

"**Person**" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Government Authority or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;

"**Plan**" means this plan of compromise or arrangement (including all schedules hereto) and any amendments, modifications or supplements hereto made in accordance with the terms hereof or made at the direction of the Court in the Sanction Order or otherwise;

"**Quadrangle**" means QCP CW S.A.R.L., a société à responsabilité limitée organized under the laws of Luxembourg;

"**Registered Holder**" means, in respect of an Unsecured Senior Noteholder, Unsecured Pari Passu Noteholder, Unsecured Subordinated Noteholder, Existing Shareholder, or holder of Existing Share Options, as applicable, the holder of such securities (i) in the case of Unsecured Senior Noteholders that hold their Unsecured Senior Notes through CDS, as recorded on the books and records of CDS, and (ii) in all other cases, as recorded on the books and records of the Applicant or the Unsecured Senior Note Indenture Trustee, as the case may be;

"**Representatives**" means, in respect of the Applicant, the directors, trustees, executives, officers, auditors and employees and financial and legal advisors or other agents of the Applicant;

"**Required Majority**" means a majority in number of Affected Creditors, who represent at least two-thirds in value of the Affected Claims held by such Affected Creditors, in each case who vote (in person or by proxy) on the resolution to approve the Plan at the Meeting;

"**RSUs**" means the share-settled restricted share units issued under the RSU Plan;

"**RSU Plan**" means the restricted stock unit plan of the Applicant approved by the Applicant's board of directors on February 21, 2012, as amended;

"**Sanction Order**" means the Order of the Court approving the Plan under the CCAA, which shall include such terms as may be necessary or appropriate to give effect to the Transaction and this Plan;

"**Second Lien Note Purchase Agreement**" means the note purchase, guarantee and backstop agreement dated as of February 6, 2013 between Wireless, as issuer, the Applicant 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 amended;

"**Second Lien Notes**" means the 15.5% notes issued under the Second Lien Note Purchase Agreement;

"**Stock Option Plan**" means the stock option plan of the Applicant approved by the Applicant's board of directors on February 10, 2010, as amended;

"**Subscription Amount**" means the amount of $175,000, in aggregate, payable by DAVE Investments and Quadrangle to Newco for the Newco Shares;

"**Tax**" or "**Taxes**" means any and all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever, including all interest, penalties, fines, additions to tax or other additional amounts in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Quebec and other government pension plan premiums or contributions;

"**Transaction**" means the transaction, on the terms and subject to the conditions set out in this Plan, subject to any amendments or variations thereto made in accordance with Section 8.4 of this Plan or made at the direction of the Court in the Sanction Order or otherwise pursuant to which, among other things, (i) all of the Applicant's right, title and interest in and to all of its Property (as defined in the Initial Order) shall be transferred to Newco in consideration of the assumption by Newco of all Affected Claims; (ii) the Applicant shall be released from all Affected Claims; and (iii) Quadrangle shall transfer its Common Shares and Class B Shares to Obelysk Media Inc.;

"**Unsecured Pari Passu Noteholder Claim**" means all Allowed Claims of an Unsecured Pari Passu Noteholder pursuant to the Unsecured Pari Passu Notes less any portion of such Allowed Claim repaid pursuant to the Distribution Order;

"**Unsecured Pari Passu Noteholders**" means, as applicable, the Registered Holders or beneficial holders of Unsecured Pari Passu Notes, in their capacities as such;

"**Unsecured Pari Passu Notes**" means the "Initial Convertible Debentures" as defined in the Amended and Restated Commitment Agreement, which rank pari passu with the Unsecured Senior Notes pursuant to the Intercreditor Agreement;

"**Unsecured Senior Note Indenture**" means the trust indenture amended and restated as of April 29, 2011 between the Applicant, as issuer, and the Unsecured Senior Note Indenture Trustee, as trustee, as the same may have been, and may be, amended, supplemented or restated from time to time;

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

"**Unsecured Senior Noteholder Claim**" means all Allowed Claims of an Unsecured Senior Noteholder and the Unsecured Senior Note Indenture Trustee, pursuant to the Unsecured Senior Notes and the Unsecured Senior Note Indenture less any portion of such Allowed Claim repaid pursuant to the Distribution Order;

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

"**Unsecured Senior Notes**" means the 15% senior unsecured debentures issued by Holdings under the Unsecured Senior Note Indenture;

"**Unsecured Subordinated Noteholder Claim**" means all Allowed Claims of an Unsecured Subordinated Noteholder, pursuant to the Unsecured Subordinated Notes;

"**Unsecured Subordinated Noteholders**" means, as applicable, Registered Holders and beneficial holders of the Unsecured Subordinated Notes, in their capacities as such;

"**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, which rank subordinate to the Unsecured Senior Notes and the Unsecured Pari Passu Notes pursuant to the Amended and Restated Commitment Agreement and the Intercreditor Agreement;

"**Voting Claims**" means Affected Claims of Affected Creditors as determined pursuant to the Meeting Order for purposes of voting on the Plan at the Meeting;

"**Voting Record Date**" means December 1, 2015, or such other date as may be agreed by the Monitor, the Applicant and the Ad Hoc Committee;

"**Warrants**" means any Warrants (as defined in the Unsecured Senior Notes Indenture) that are issued and outstanding as at the Effective Time;

"**Wireless**" means Data & Audio Visual Enterprises Wireless Inc.;

1.2 Certain Rules of Interpretation

For the purposes of this Plan:

(a) Unless otherwise expressly provided herein, any reference in this Plan to an instrument, agreement or an Order or an existing document or exhibit filed or to be filed means such instrument, agreement, Order, document or exhibit as it may have been or may be amended, modified, or supplemented in accordance with its terms;

(b) The division of this Plan into articles and sections and the inclusion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Plan, nor are the descriptive headings of articles and sections intended as complete or accurate descriptions of the content thereof;

(c) The use of words in the singular or plural, or with a particular gender, including a definition, shall not limit the scope or exclude the application of any provision of this Plan to such Person (or Persons) or circumstances as the context otherwise permits;

(d) The words "**includes**" and "**including**" and similar terms of inclusion shall not, unless expressly modified by the words "**only**" or "**solely**", be construed as terms of limitation, but rather shall mean "**includes but is not limited to**" and "**including but not limited to**", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;

(e) Unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day;

(f) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends;

(g) Unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Government Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;

(h) References to a specific Recital, Article or Section shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Plan, whereas the terms "**this Plan**", "**hereof**", "**herein**", "**hereto**", "**hereunder**" and similar expressions shall be deemed to refer generally to this Plan and not to any particular Recital, Article, Section or other portion of this Plan and include any documents supplemental hereto; and

(i) The word "or" is not exclusive.

1.3 Successors and Assigns

This Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Plan.

1.4 Governing Law

This Plan shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the jurisdiction of the Court.

1.5 Currency

Unless otherwise stated, all references in this Plan to sums of money are expressed in, and all payments provided for herein shall be made in, Canadian Dollars.

1.6 Date for Any Action

If the date on which any action is required to be taken hereunder by a Person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.7 Time

Time shall be of the essence in this Plan.

ARTICLE II – PURPOSE AND EFFECT OF THIS PLAN

2.1 Purpose

The purpose of this Plan is:

(a) to provide for the assignment to and assumption by Newco of the assets and liabilities of the Applicant and to release and extinguish all Affected Claims against the Applicant and all Equity Claims, other than the Existing Shares held by DAVE Investments and Quadrangle, against the Applicant; and

(b) to provide for the transfer of all Existing Shares held by Quadrangle to Obelysk Media Inc.,

in the expectation that all Persons with a remaining economic interest in the Applicant will derive a greater benefit from the implementation of this Plan than would otherwise result, including from a bankruptcy of the Applicant pursuant to the BIA.

2.2 Persons Affected

This Plan affects:

(i) the holders of Affected Claims through the full and final compromise, settlement, extinguishment, release and discharge of all Affected Claims as against the Applicant;

(ii) the Existing Shareholders through the transfer of the Existing Shares held by Quadrangle to Obelysk Media Inc; and

(iii) holders of the Existing Share Options through the cancellation of the Existing Share Options.

Subject to the satisfaction, completion or waiver (to the extent permitted pursuant to Section 6.4) of the conditions precedent set out herein, this Plan will become effective in the sequence and at the times described in Article 5 from and after the Effective Time and shall be binding on and enure to the benefit of the Applicant, Newco, the Unsecured Senior Noteholders, the Unsecured Senior Note Indenture Trustee, the Unsecured Pari Passu Noteholders, the Unsecured Subordinated Noteholders, all Existing Equity Holders, and all other Persons named or referred to in, or subject to, this Plan, and their respective successors, assigns, heirs, executors, administrators and other legal representatives.

ARTICLE III – CLASSIFICATION, VOTING CLAIMS AND RELATED MATTERS

3.1 Classes

For the purposes of voting on the Plan, there shall be one class of stakeholders voting on this Plan consisting of the Affected Creditors as determined in accordance with the Meeting Order.

3.2 Voting Claims

Beneficial holders of Unsecured Senior Noteholder Claims, registered holders of Unsecured Pari Passu Noteholder Claims and Unsecured Subordinated Noteholder Claims, each as of the Voting Record Date, shall be entitled to one vote in respect of their respective Voting Claims, together with each other holder of a Voting Claim, all as a single class at the Meeting in respect of the Plan, in accordance with and pursuant to the terms of the Meeting Order.

3.3 Meeting

The Meeting shall be held in accordance with this Plan, the Meeting Order and any further Order in the CCAA Proceeding. The only Persons entitled to attend and vote on the Plan at the Meeting are those specified in the Meeting Order.

3.4 Required Majority

In order to be approved, the Plan must receive the affirmative vote of the Required Majority.

3.5 Priority Claims

The Government Priority Claims, if any, shall be assumed by Newco on the Effective Date pursuant to and in accordance with the Plan.

3.6 Guarantees and Similar Covenants

No Person who has a Claim under any guarantee, surety, indemnity, or similar covenant in respect of any Claim which is compromised under the Plan or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of a Claim which is compromised under the Plan shall be entitled to any greater rights as against the Applicant than the Person whose Claim is compromised under the Plan.

3.7 Set-Off

The law of set off applies to all Affected Claims.

ARTICLE IV – TREATMENT OF CLAIMS

4.1 Unsecured Senior Notes

(a) Upon the completion of all of the sequential steps provided for in Section 5.2(b), all of the Applicant's rights and obligations under the Unsecured Senior Notes Indenture and the Unsecured Senior Notes shall be transferred to and assumed by Newco.

(b) Pursuant to and in accordance with all of the sequential steps provided for in Section 5.2(b), the Unsecured Senior Noteholders and the Unsecured Senior Note Indenture Trustee shall cease to have any rights against the Applicant under the Unsecured Senior Notes and the Unsecured Senior Note Indenture, and any such rights shall be deemed to have been irrevocably and finally extinguished as against the Applicant. For greater certainty, all such rights of the Unsecured Senior Noteholders and the Unsecured Senior Note Indenture Trustee shall continue as against Newco.

4.2 Unsecured Pari Passu Notes and Unsecured Subordinated Notes

(a) Upon the completion of all of the sequential steps provided for in Section 5.2(b), all of the Applicant's rights and obligations under the Amended and Restated Commitment

Agreement, the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes shall be transferred to and assumed by Newco, and the subordination provisions of the Intercreditor Agreement shall apply *mutatis mutandis* to Unsecured Subordinated Noteholder Claims (as transferred to and assumed by Newco) so that the Unsecured Subordinated Noteholder Claims remain fully subordinated to the Unsecured Senior Noteholder Claims and the Unsecured Pari Passu Noteholder Claims following implementation of the Plan.

(b) Pursuant to and in accordance with all of the sequential steps provided for in Section 5.2(b), the Unsecured Pari Passu Noteholders and the Unsecured Subordinated Noteholders shall cease to have any rights against the Applicant under the Unsecured Pari Passu Notes, the Unsecured Subordinated Notes or the Amended and Restated Commitment Agreement and any such rights shall be deemed to have been irrevocably and finally extinguished as against the Applicants. For greater certainty, all such rights of the Unsecured Pari Passu Noteholders and the Unsecured Subordinated Noteholders shall continue as against Newco.

4.3 Warrants

(a) Upon the completion of all of the sequential steps provided for in Section 5.2(b), all of the Applicant's rights and obligations in respect of the Warrants shall be transferred to and assumed by Newco.

(b) Pursuant to and in accordance with all of the sequential steps provided for in Section 5.2(b), the holders of the Warrants shall cease to have any rights against the Applicant in respect of the Warrants and any such rights shall be deemed to have been irrevocably and finally extinguished as against the Applicants. For greater certainty, all such rights of the holders of the Warrants shall continue as against Newco.

ARTICLE V – IMPLEMENTATION

5.1 Corporate Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of the Applicant or Newco will occur and be effective beginning on the Effective Date at the Effective Time in sequence as provided for in Section 5.2(b) and will be authorized and approved under this Plan and by the Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by shareholders, directors or officers of the Applicant or Newco. All necessary approvals to take actions shall be deemed to have been obtained from the directors or the shareholders of the Applicant or Newco, as applicable, including the deemed passing by any class of shareholders of any resolution or special resolution and no shareholders' agreement or agreement between a shareholder and another Person limiting in any way the right to vote shares held by such shareholder or shareholders with respect to any of the steps contemplated by this Plan shall be deemed to be effective and no such agreement shall have any force or effect.

5.2 Plan Implementation

(a) In accordance with the terms set out herein:

(i) DAVE Investments and Quadrangle shall deliver the Subscription Amount to Newco;

(ii) Newco shall issue the Newco Shares to DAVE Investments and the Quadrangle, which Newco Shares will be allocated as agreed by DAVE Investments and

Quadrangle prior to the Effective Time, in return for the Subscription Amount to be paid by DAVE Investments and Quadrangle,

(iii) Newco and the Applicant shall enter into a conveyance agreement (the "**Conveyance Agreement**") pursuant to which all of the Applicant's right, title and interest in and to all of its Property (as defined in the Initial Order), including, for greater certainty, the Applicant's Litigation Claims, shall be transferred to Newco in consideration of the assumption by Newco of all obligations, liabilities and Claims in respect of the Unsecured Senior Notes, the Unsecured Senior Notes Indenture, the Amended and Restated Commitment Agreement, the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes. The Conveyance Agreement shall provide that any assets, properties or rights that are received by the Applicant after the Effective Time and that relate to activities, events or transactions occurring prior to the Effective Time (including, without limitation, any tax refunds received by the Applicant in respect of taxes paid in the period prior to the Effective Time) shall be held in trust for Newco separate and apart from the Applicant's other assets, and shall be paid over to the Monitor on behalf of Newco for distribution to the holders of the Unsecured Senior Notes and the Unsecured Pari Passu Notes pursuant to the Distribution Order; and

(iv) Quadrangle shall transfer its Common Shares and Class B Shares to Obelysk Media Inc. in consideration of a payment by Obelysk Media Inc. to Quadrangle in the amount of $130,178

(collectively, the "**Closing Deliveries**").

(b) Upon the completion of the Closing Deliveries and the fulfillment, satisfaction or waiver (in accordance with Section 6.4) of the conditions set out in Section 6.3, the following steps and releases to be taken and effected in the implementation of this Plan shall occur, and be deemed to have occurred and be taken and effected, beginning on the Effective Date at the Effective Time in sequence in the following order and at the times stipulated below (or at such other times, dates, manner, sequence or order as may be agreed to by the Applicant, DAVE Investments, the Ad Hoc Committee and Quadrangle) with any rights of any Person set out therein only becoming exercisable at such times, without any further act or formality required on the part of any Person, except as may be expressly provided herein, which steps shall become effective in sequence in the following order and at the following times (or at such other times, dates, manner, sequence or order as may be agreed to by the Applicant, DAVE Investments, the Ad Hoc Committee and Quadrangle) commencing upon the completion of the steps set out in Section 5.2(a):

(i) any shareholders' agreements with respect to the Applicant, shall be deemed to be terminated, and any Existing Share Options shall be deemed to be cancelled and extinguished and any related agreements (including, for greater certainty, any equity compensation plans) shall be terminated, all without any consideration;

(ii) Quadrangle shall transfer its Existing Shares to Obelysk Media Inc. in consideration of a payment by Obelysk Media to Quadrangle in the amount of $130,178;

(iii) The Charges shall be deemed to be finally and irrevocably satisfied, released and discharged without any further act or formality;

(iv) The Directors and Officers, with the exception of John Bitove, shall be deemed to have resigned from the Applicant's board;

(v) DAVE Investments and Quadrangle shall acquire the Newco Shares, which Newco Shares will be allocated as agreed by DAVE Investments and Quadrangle prior to the Effective Time;

(vi) The Allowed Claims shall be irrevocably assumed by and assigned to Newco, with no further recourse against the Applicant;

(vii) The Unsecured Senior Notes Indenture, the Unsecured Senior Notes, the Amended and Restated Commitment Agreement, the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes and the obligations thereunder shall be irrevocably assumed by and assigned to Newco with no further recourse against the Applicant;

(viii) The Warrants shall be deemed to have been issued by Newco and all obligations, liabilities and Claims in respect of the Warrants shall be transferred to and assumed by Newco;

(ix) Newco shall assume all applicable claims under sections 6(3) and 6(5) of the CCAA;

(x) In accordance with the Conveyance Agreement, all of the Applicant's right, title and interest in all of its Property (including, for certainty, the Applicant's Litigation Claims) shall be transferred to Newco.

ARTICLE VI – SANCTION ORDER, CONDITIONS PRECEDENT AND IMPLEMENTATION

6.1 Application for Sanction Order

If this Plan is approved by the Required Majority at the Meeting, the Applicants shall apply for the Sanction Order on the date set for the hearing for the Sanction Order or such later date as the Court may set.

6.2 Sanction Order

The Sanction Order will have effect from and after the Effective Time and shall, among other things:

(a) declare that appropriate notice in respect of the Meeting was provided in all respects and confirm that the Meeting has been duly called and held in accordance with the Meeting Order, the Plan and any further Order in the CCAA Proceeding;

(b) declare that (i) the Plan has been approved by the Required Majority in conformity with the CCAA; (ii) the Court is satisfied that the Applicant has complied with the provisions of the CCAA and all Orders in the CCAA Proceeding in all respects; and (iii) the Court is satisfied that the Applicant has not done or purported to do anything that is not authorized by the CCAA;

(c) declare that as of the Effective Time, the Plan and all associated steps, compromises, transactions, arrangements, assignments, extinguishments, discharges, releases and the recapitalization and reorganization effected thereby are approved, binding and effective as herein set out upon the Applicant, all Affected Creditors and all other Persons named or referred to in, or subject to, the Plan;

(d) declare that the steps to be taken, and the compromises, transactions, arrangements, assignments, extinguishments, discharges and releases to be effected on the Effective

Date are deemed to occur and be effected in the sequential order and at the times contemplated by Section 5.2(b) of the Plan on the Effective Date, beginning at the Effective Time;

(e) declare that each of the Charges and the security securing the First Lien Notes, the First Lien Notes Indenture, the Second Lien Notes, the Second Lien Note Purchase Agreement, the DIP Notes and the DIP Agreement shall be terminated, discharged and released;

(f) declare that the First Lien Notes Indenture, the First Lien Notes, the Second Lien Note Purchase Agreement, the Second Lien Notes, the DIP Agreement and the DIP Notes have been satisfied in full, terminated, discharged and released;

(g) authorize the Monitor or the Applicant to apply to the Court for advice and direction in respect of any matter arising from or under the Plan;

(h) declare that the adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan involving corporate action of the Applicant has been authorized and approved in all respects and for all purposes without any requirement of further action by shareholders, directors or officers of the Applicant; and

(i) declare that all necessary approvals to take actions have been obtained from the directors or the shareholders of the Applicant, as applicable, including the deemed passing by any class of shareholders of any resolution or special resolution, and no shareholders' agreement or agreement between a shareholder and another Person limiting in any way the right to vote shares held by such shareholder or shareholders with respect to any of the steps contemplated by this Plan shall be deemed to be effective and no such agreement shall have any force or effect.

6.3 Conditions to Plan Implementation

The implementation of this Plan shall be conditional upon the fulfillment, satisfaction or waiver (to the extent permitted by Section 6.4) of the following conditions:

(a) the Court shall have granted the Sanction Order, the operation and effect of which shall not have been appealed, stayed, reversed or amended, and in the event of an appeal or amendment, then such appeal shall be withdrawn, denied or dismissed with prejudice, the Sanction Order shall have been affirmed by the applicable appellate court without amendment or, if the Sanction Order is amended, such amendment shall be in form and substance satisfactory to the Applicant, DAVE Investments, the Ad Hoc Committee and Quadrangle, each acting reasonably;

(b) the Plan shall have been approved by the Required Majority, as and to the extent required by the Court in the Meeting Order, the Sanction Order or otherwise;

(c) there shall not be in effect any final decision, order or decree by a Governmental Authority, no application, action or proceeding shall have been made to any Governmental Authority, and no action or investigation shall have been announced, threatened or commenced by any Governmental Authority, in consequence of or in connection with the Transaction that restrains, impedes or prohibits (or if granted could reasonably be expected to restrain, impede or prohibit), the Transaction or any part thereof or requires or purports to require a material variation of the Transaction;

(d) the articles, by-laws and other constating documents of Newco and all definitive legal documents in connection with the Plan shall be in form and substance satisfactory to the Ad Hoc Committee and Quadrangle, each acting reasonably;

(e) the Applicant shall have taken all necessary or desirable corporate actions and proceedings to be taken prior to the Effective Time in connection with the Plan;

(f) no applicable Law shall have been passed and become effective, the effect of which makes the consummation of this Plan illegal or otherwise prohibited;

(g) the Closing Deliverables shall have been executed and delivered in accordance with Section 5.2(a);

(h) all documents necessary to give effect to all material provisions of this Plan (including the Sanction Order) shall have been executed and/or delivered by all relevant Persons;

(i) all reasonable out-of-pocket costs and expenses incurred by the Applicants, the Monitor and the Ad Hoc Committee (in each case including legal fees) in connection with the Plan, the Meeting and any materials or Orders associated therewith shall have been paid by DAVE Investments; and

(j) statements from all beneficiaries of the Charges stating the remaining outstanding Charge Amounts as at the Effective Date shall have been provided to, and agreed by, the Applicant and the amounts set forth in such statements shall have been paid to the beneficiaries of the Charges.

6.4 Waiver of Conditions

The Applicant, DAVE Investments, the Ad Hoc Committee and Quadrangle may at any time and from time to time waive the fulfillment or satisfaction, in whole or in part, of the conditions set out herein, to the extent and on such terms as such parties may agree to in writing.

6.5 Implementation Provisions

If the conditions contained in Section 6.3 are not satisfied or waived (to the extent permitted under Section 6.4) by the Outside Date, unless DAVE Investments, the Ad Hoc Committee, Quadrangle and the Applicant agree in writing to extend such period, this Plan shall cease to have any further force or effect and will not be binding on any Person.

6.6 Monitor's Certificate of Implementation

Upon delivery of written notice from the Applicant, DAVE Investments, Quadrangle and Goodmans (on behalf of the Ad Hoc Committee) of the satisfaction of the conditions set out in Section 6.3, the Monitor shall deliver to the Applicant, Quadrangle, DAVE Investments and Goodmans (on behalf of the Ad Hoc Committee) a certificate stating that the Effective Date has occurred and that the Plan and the Sanction Order are effective in accordance with their respective terms. Following the Effective Date, the Monitor shall file such certificate with the Court.

ARTICLE VII – LITIGATION

7.1 Litigation Rights and Claims against Government Authorities

For greater certainty, nothing contained in this Plan shall affect any rights or claims that Newco (as assignee of the Applicant), any Affected Creditor, any Existing Equity Holder or any other Person may have against any Government Authority, including, without limitation, in connection with the claim by

DAVE Investments and Quadrangle and certain of its affiliates under Court File No. CV-14-511539 (collectively, the "**Litigation Claims**").

ARTICLE VIII – GENERAL

8.1 Binding Effect

At the Effective Time:

(a) this Plan will become effective;

(b) the treatment of the Charges, the Affected Claims and the Existing Share Options shall be final and binding for all purposes and enure to the benefit of the Applicant, all Unsecured Senior Noteholders, all Unsecured Pari Passu Noteholders, all Unsecured Subordinated Noteholders, the beneficiaries of the Charges, all Existing Equity Holders, and all other Persons named or referred to in, or subject to, this Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;

(c) the Unsecured Senior Note Indenture Trustee and each Unsecured Senior Noteholder, Unsecured Pari Passu Noteholder, Unsecured Subordinated Noteholder and Existing Equity Holder shall be deemed to have consented and agreed to all of the provisions of this Plan in its entirety;

(d) each beneficiary of the Charges, the Unsecured Senior Note Indenture Trustee and each Unsecured Senior Noteholder, Unsecured Pari Passu Noteholder, Unsecured Subordinated Noteholder and Existing Equity Holder shall be deemed to have executed and delivered to the Applicant and Newco, all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety;

(e) all Affected Claims shall be forever discharged, extinguished and released, excepting only the obligations to make distributions in respect of the Affected Claims in the manner and to the extent provided by the Plan; and

(f) all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety shall be deemed to have been executed and delivered to the Applicant and Newco.

8.2 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

8.3 Non-Consummation

If the Effective Date does not occur within the period provided for in Section 6.5 hereof, (a) this Plan shall be null and void in all respects, and (b) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, shall (i) constitute or be deemed to constitute a waiver or release of any claims by or against the Applicant or any other Person (including their respective predecessors or successors); (ii) prejudice in any manner the rights of any of the Applicant or any other Person (including their respective predecessors or successors) in any further proceedings involving the Applicant (or its predecessors or successors); or (iii) constitute an admission of any sort by the Applicant or any other Person (including their respective predecessors or successors).

8.4 Modification of Plan

(a) Subject to the prior consent of the Ad Hoc Committee, DAVE Investments and Quadrangle, to the extent the amendment, restatement, modification or supplement described hereinafter may affect the Affected Creditors or Existing Equity Holders, acting reasonably, the Applicant reserves the right, at any time and from time to time, to amend, restate, modify and/or supplement this Plan, provided that any such amendment, restatement, modification or supplement must be contained in a written document and (i) if made prior to or at the Meeting: (A) the Monitor, the Applicant or the Chair (as defined in the Meeting Order) shall communicate the details of any such amendment, restatement, modification and/or supplement to Affected Creditors and other Persons present at the Meeting prior to any vote being taken at the Meeting; (B) the Applicant shall provide notice to the service list of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the Court forthwith and in any event prior to the Court hearing in respect of the Sanction Order; and (C) the Monitor shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Monitor's Website (as defined in the Meeting Order) forthwith and in any event prior to the Court hearing in respect of the Sanction Order; and (ii) if made following the Meeting: (A) the Applicant shall provide notice to the service list of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the Court; (B) the Monitor shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Monitor's Website; and (C) such amendment, restatement, modification and/or supplement shall require the approval of the Court following notice to the Affected Creditors.

(b) Notwithstanding Section 8.4(a), any amendment, restatement, modification or supplement may be made by the Applicant at any time and from time to time without the consent of any Person provided that it (i) concerns a matter which, in the opinion of the Applicant, acting reasonably, is of an administrative nature required to better give effect to the implementation of this Plan and the Sanction Order or to cure any errors, omissions or ambiguities and (ii) is not in any way adverse to the financial or economic interests of the beneficiaries of the Charges, the Unsecured Senior Noteholders, the Unsecured Pari Passu Noteholders, the Unsecured Subordinated Noteholders or the Existing Equity Holders.

(c) Subject to Sections 8.4(a) and 8.4(b), to the extent the amendment, restatement, modification or supplement described hereinafter is not in any way adverse to the financial or economic interests of the Unsecured Senior Noteholders, the Unsecured Pari Passu Noteholders, the Unsecured Subordinated Noteholders or the Existing Equity Holders, the Applicant reserves the right, at any time and from time to time, to, amend, restate, modify and/or supplement this Plan for purposes of carrying out the purpose of the Plan, as set out in Section 2.1 hereof, and to give effect to the transactions contemplated herein, in the most commercial or tax effective manner possible, including the conversion of the Transaction, or any part thereof, from a share acquisition to an asset sale or assignment, or otherwise.

(d) Any amended, restated, modified or supplementary plan or plans of arrangement and reorganization filed with the Court and, if required by this Section, approved by the Court with the consents required pursuant to this Section shall, for all purposes, be and be deemed to be a part of and incorporated in this Plan.

8.5 Severability of Plan Provisions

If, prior to the Effective Time, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, at the request of the Applicant, and subject to the prior consent of the Ad Hoc Committee, DAVE Investments and Quadrangle, each acting reasonably, the Court shall have the power to either (a) sever such term or provision from the balance of this Plan and provide the Applicant, DAVE Investments (to the extent such severance may affect DAVE Investments), Quadrangle (to the extent such severance may affect Quadrangle) and the Ad Hoc Committee (to the extent such severance may affect the Unsecured Senior Noteholders) with the option to proceed with the implementation of the balance of this Plan as of and with effect from the Effective Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted, provided that DAVE Investments (to the extent such severance may affect DAVE Investments) Quadrangle (to the extent such severance may affect Quadrangle) and the Ad Hoc Committee (to the extent such severance may affect the Unsecured Senior Noteholders) have approved such alteration or interpretation, each acting reasonably. Notwithstanding any such holding, alteration or interpretation, and provided that the Applicant proceeds with the implementation of this Plan, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

8.6 Consent of Ad Hoc Committee

For the purposes of this Plan, any matter requiring the agreement, waiver, consent or approval of the Ad Hoc Committee shall be deemed to have been agreed to, waived, consented to or approved by the Ad Hoc Committee if such matter is agreed to, waived, consented to or approved in writing by Goodmans, provided that Goodmans expressly confirms in writing (including by way of e-mail) to the applicable Person that it is providing such agreement, consent or waiver on behalf of the Ad Hoc Committee.

8.7 Paramountcy

Any conflict between:

(a) the Plan or the Sanction Order; and

(b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, support agreement, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and the Applicant as at the Effective Date and the articles or bylaws of the Applicant at the Effective Date;

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority; provided that to the extent that any provision of this Plan conflicts with or is in any way inconsistent with any provision of the Sanction Order, the Sanction Order shall govern.

8.8 Notices

Any notice or other communication to be delivered hereunder must be in writing and refer to this Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail, email or by facsimile addressed to the respective Persons as follows:

(a) If to any of the Applicant:

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
Fax:	(416) 216-3930
Email:	evan.cobb@nortonrosefulbright.com

(b) If to the Ad Hoc Committee:

Goodmans LLP
Suite 3400
333 Bay Street
Bay Adelaide Centre
Toronto, Ontario M5H 2S7

Attention:	Rob Chadwick and Caroline Descours
Fax:	(416) 979-1234
Email:	rchadwick@goodmans.ca / cdescours@goodmans.ca

(c) If to Quadrangle:

Quadrangle Capital Partners
5 Bryant Park
New York, NY 10018

Attention:	Michael Huber
Fax:	(212) 418-1724
Email:	Michael.Huber@quadranglegroup.com

(d) If to DAVE Investments:

Data & Audio-Visual Enterprises Investments Inc.
Suite 2300
Canada Trust Tower
Brookfield Place
161 Bay Street
Toronto, ON M5J 2S1

Attention:	Mr. John Bitove
Fax:	(416) 650-9706
Email:	Bitove@obelysk.com

or to such other address as any Person may from time to time notify the others in accordance with this Section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing, email or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed, emailed or sent before 5:00 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

8.9 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan without any further act or formality, each of the Persons named or referred to in, or subject to, this Plan will make, do and execute, or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

8.10 Further Directions of the Court

The Monitor shall, in its sole discretion, be entitled to seek further direction of the Court with respect to any matter relating to the implementation of this Plan.

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.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

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Facsimile: 416-216-3930

Lawyers for the Applicants

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

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PLAN FILING AND CREDITORS' MEETING ORDER

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