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

NINETEENTH REPORT OF THE MONITOR

November 6, 2015

INTRODUCTION

1. On September 30, 2013, this Court granted Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") and its wholly owned subsidiaries, Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**") and 8440522 Canada Inc. protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") pursuant to the Initial Order of Mr. Justice Newbould dated September 30, 2013 (the "**Initial Order**"). 2451608 Ontario Inc. was added as an Applicant pursuant to an Order of this Court dated January 28, 2015.

2. Wireless, 2451608 Ontario Inc. and 8440522 Canada Inc. are collectively referred to as the "**Wireless Entities**".

3. Ernst & Young Inc. was appointed as monitor of Holdings and the Wireless Entities in these CCAA proceedings (the "**Monitor**") pursuant to the Initial Order and an Order of this Court granted on January 28, 2015. The Initial Order also granted a stay of proceedings which was most recently extended to November 13, 2015 (the "**Stay Period**") pursuant to an order of this Court dated October 27, 2015.

4. On June 24, 2015, this Court granted an Order approving the sale transaction pursuant to which Rogers Communications Inc. ("**Rogers**") or its designated affiliate agreed to purchase the shares of Wireless from Holdings (the "**Transaction**") for aggregate consideration of $465 million, subject to certain adjustments.

5. On June 29, 2015, this Court granted a vesting order (the "**Vesting Order**"), a copy of which is attached as Appendix "**A**", which provided, inter alia, that:

   (a) all of Holdings' right, title and interest in, among other things, the shares of Wireless would be transferred to an affiliate of Rogers, free and clear of all encumbrances other than certain permitted liens;

   (b) all claims and encumbrances against Holdings in respect of Wireless were released, discharged and expunged as against Holdings; and

   (c) effective upon completion of the Transaction, the CCAA proceedings were to be terminated solely in respect of the Wireless Entities; provided, however, that the stay of proceedings in respect of the Wireless Entities remained in effect for an additional 14 days.

6. The Transaction closed effective July 2, 2015. Pursuant to the Order of Mr. Justice Newbould dated July 15, 2015 (the "**July 15 Order**"), this Court granted an order which, among other matters, approved the distribution of a portion of the Wireless Distribution Amount in respect of the amounts outstanding under the DIP Loan Agreement, which was repaid on July 27, 2015, and discharged the Monitor with respect to the Wireless Entities. The style of cause of these proceedings has been modified in accordance with the terms of the July 15 Order.

7. On August 12, 2015 this Court granted an Order establishing a claims process (the "**Claims Procedure Order**") which provides for the identification and quantification of claims against Holdings. A copy of the Claims Procedure Order is attached as Appendix "**B**".

PURPOSE

8. The purpose of this nineteenth report of the Monitor (this "**Nineteenth Report**") is to provide information to the Court regarding the status of the Claims filed pursuant to the Claims Procedure Order and the recommendation regarding the Applicant's motion for an Order to fully and finally disallow, extinguish and bar the Disputed Claims and Late Claims (each as defined below).

DISCLAIMER

9. In preparing this Nineteenth Report and making the comments herein, the Monitor has been provided with, and has relied upon, unaudited financial information, books and records prepared by Holdings, and discussions with the CRO (collectively, the "**Information**"). The Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the Canadian Institute of Chartered Accountants Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

CONTEXT

10. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

11. Capitalized terms not otherwise defined herein are given the meaning ascribed to them in Claims Procedure Order.

12. Copies of this Nineteenth Report and other court materials filed in connection with these CCAA proceedings may be obtained from the Monitor's website established in connection with these proceedings (www.ey.com/ca/mobilicity) (the "**Monitor's Website**").

CLAIM PROCESS UPDATE

Notice to Claimants

13. The Monitor sent a copy of the Claims Package to each Known Creditor by regular mail within five business days of the Claims Procedure Order. The Monitor also published the Notice to Creditors in the *Globe and Mail* (National Edition) and made it available on the Monitor's Website.

Proofs of Claims Received

14. The Proof of Claims filed with the Monitor, together with the number and value of the unresolved claims, are summarized by claim category below:

Claim Category	Filed Proofs of Claim			Unresolved/Late Claims		
	#	Unsecured (CAD$)	Unsecured (USD$)	#	Unsecured (CAD$)	Unsecured (USD$)
Employee Related	4	136,513	-	4	136,513	-
Trade	5	186,120	3,699	2	74,618	-
Claims received prior to Bar Date	**9**	**322,633**	**3,699**	6	**211,131**	-
Late Claims	2	2,005	3,910	2	2,005	3,910
Total claims received	**11**	**324,639**	**7,608**	**8**	**213,136**	**3,910**

15. The Monitor received nine Proofs of Claim in the aggregate amounts of CAD$322,633.15 and USD$3,698.63 prior to the established claims bar date of September 21, 2015 (the "**Claims Bar Date**"). Subsequent to the Claims Bar Date, the Monitor received two additional claims in the amounts of CAD$2,005.38 and USD$3,909.58. The total claims received are CDN$324,638.53 and USD$7,608.21.

16. After reviewing the Proofs of Claim received and their supporting documentation, the Monitor determined that each of the claims is based on alleged commercial arrangements between the claimants and Wireless, not the Applicant and therefore is not a validly enforceable claim against Holdings.

17. In addition, pursuant to the terms of the Vesting Order, all claims in respect of Wireless against Holdings were released. Thus, no Wireless related claims can be asserted against Holdings. As a result, the Monitor sent Notices of Disallowance to the nine claimants who had filed their Proof of Claim prior the Claims Bar Date.

18. The Monitor also confirmed that the five "trade" Proofs of Claim were duplicates of amounts reflected as liabilities on the Wireless books and records at the time of the Transaction.

19. Holdings has never employed any full time or part time employees. None of the four "employee related" claims provided any evidence that its claim is properly asserted against Holdings.

20. Six Notices of Disallowance having an original aggregate claim value of CAD $211,130.67 were subsequently disputed by the various creditors (the "**Disputed Claims**"). Additional documentation was not provided by any of the creditors when submitting their Notice of Dispute with regard to the Disputed Claims. Consequently, the Monitor remains of the view that each of the Disputed Claims is not a valid claim against the Applicant.

21. Two Proofs of Claim totalling CDN$2,005.38 and US$3,909.58 were filed after the Claims Bar Date (the "**Late Claims**"). One of the Late Claims was a "trade" claim which the Monitor confirmed was included in the net working capital adjustment component of the Transaction. The other Late Claim was "employee related" and did not contain any evidence that it was being properly asserted against Holdings.

MONITOR'S CONCLUSIONS AND RECOMMENDATIONS

22. For the reasons described in this Nineteenth Report, the Monitor recommends that this Court grant the Order which seeks the following:

    (a) to fully and finally disallow, extinguish and bar the Disputed Claims; and

(b) to confirm the Late Claims are fully and finally disallowed, extinguished and barred in accordance with the Claims Procedure Order.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 6TH DAY OF NOVEMBER, 2015.

ERNST & YOUNG INC.

in its capacity as the Court-appointed Monitor of Data & Audio-Visual Enterprises Holdings Inc.,

Per:

Brian Denega
Senior Vice President

APPENDIX “A”

APPENDIX "A"

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

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 2 9 2015

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 Techologies 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 (ii) 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)

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Orestes Pasparakis LSUC#: 36851T
Tel: 416.216.4815
Email: orestes.pasparakis@nortonrosefulbright.com

Evan Cobb LSUC#: 55787N
Tel: 416.216.1929
Email: evan.cobb@nortonrosefulbright.com

Alex Schmitt LSUC#: 63860F
Tel: 416.216.2419
Email: Alexander.Schmitt@nortonrosefulbright.com

Fax: 416.216.3930

Lawyers for the Applicants

APPENDIX "B"

APPENDIX "B"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	) WEDNESDAY, THE 12TH
	)
JUSTICE NEWBOULD	) DAY OF AUGUST, 2015

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

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

Applicant

CLAIMS PROCEDURE ORDER

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

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

SERVICE

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

DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

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

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

MONITOR'S ROLE

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

CLAIMS PROCEDURE FOR UNSECURED SENIOR NOTEHOLDERS

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

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

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

CLAIMS PROCEDURE FOR CONVERTIBLE NOTEHOLDERS

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

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

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

NOTICE TO CREDITORS

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

CLAIMS PROCEDURE FOR REMAINING CREDITORS

(i) Claims Package

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

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

(ii) Adjudication of Claims

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

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

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

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

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

(iii) Resolution of Claims

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

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

(iv) Director/Officer Claims

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

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

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

(iv) Resolution of Director/Officer Claims

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

EXCLUDED CLAIMS

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

SET-OFF

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

NOTICE OF TRANSFEREES

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

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

SERVICE AND NOTICE

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

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

If to the Applicant:

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

Email: Evan.Cobb@nortonrosefulbright.com

If to the Monitor:

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

Claims Process

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

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

With a copy to:

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

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

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

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

STAY EXTENSION

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

MISCELLANEOUS

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

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

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

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

AUG 12 2015

SCHEDULE "A"

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

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

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

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

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

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

SCHEDULE "B"

INSTRUCTION LETTER TO CREDITORS FOR COMPLETING PROOF OF CLAIM FORM

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

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

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

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

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

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

Section 1 – Name of Company:

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

Section 2 – Particulars of Creditor

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

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

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

Section 4 – Amount of Claim of Creditor against the Debtor

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

Currency, Original Currency Amount

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

Secured

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

Director/Officer Claim

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

Section 5 – Documentation

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

Section 6 – Certification

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

Section 7 – Filing of Claim

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

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

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

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

SCHEDULE "C"
PROOF OF CLAIM FORM

(Attached)

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

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

2 Particulars of Creditor

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

3 Particulars of Original Creditor, if Claim acquired by assignment

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

4 Amount of Claim

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

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

5 Documentation

Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed. If the Claim is secured, provide full particulars of the security as set out in the accompanying Instruction Letter. If a claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against them.

6 Certification

I hereby certify that:

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

Signature	Name
	Title
Dated at	Signed at

This space reserved for use by the Monitor

7 Filing of Claim

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

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

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

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

SCHEDULE "D"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

NOTICE OF REVISION OR DISALLOWANCE

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

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

____

____

____

____

____

____

____

____

____

____

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

Claim per Proof of Claim	Revised/Rejected	Allowed as Revised

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

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

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

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

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

SCHEDULE "E"

Court File No. CV-13-10274-OOCL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

---

1. PARTICULARS OF CREDITOR

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

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

   ____

   ____

   ____

   (c) *Telephone Number of Creditor:* ____________________________

   (d) *Facsimile Number of Creditor:* ____________________________

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

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

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

   (a) ***Have you acquired this Claim by assignment?*** ***Yes*** ☐ ***No*** ☐
   (if yes, attach documents evidencing assignment)

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

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:

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

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

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

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

4. REASONS FOR DISPUTE:

   (Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If the Claim is secured, evidence supporting the security you hold must be submitted with this form. Provide full particulars of the security, including the date on which the security was given the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security. The particulars and evidence provided must support the value of the Claim as stated by you in item 3, above.)

   ____

   ____

   ____

   ____

   ____

____

____

____

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

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

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

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

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

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Orestes Pasparakis LSUC #: 36851T
Tel: +1 416.216.4815
Orestes.Pasparakis@nortonrosefulbright.com

Evan Cobb LSUC #: 55787N
Tel: +1 416.216.1929
Evan.Cobb@nortonrosefulbright.com

Alexander Schmitt LSUC #: 63860F
Tel: +1 416.216.2419
Alexander.Schmitt@nortonrosefulbright.com

Fax: +1 416.216.3930

Lawyers for the Applicant

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

NINETEENTH REPORT OF THE MONITOR
NOVEMBER 6, 2015

THORNTON GROUT FINNIGAN LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200, P.O. Box 329
TD West Tower
Toronto, ON M5K 1K7

Robert I. Thornton (LSUC# 24266B)
Email: rthornton@tgf.ca
Leanne M. Williams (LSUC# **41877E**)
Email: lwilliams@tgf.ca
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for the Monitor