"**DIP Lenders**" means, as applicable, the Registered Holders or beneficial holders of the DIP Notes, in their capacities as such.

"**DIP Notes**" means the second lien secured promissory notes issued and certified, or deemed to be issued and certified, under the DIP Agreement.

"**Directors and Officers**" means, collectively, all current and former directors and officers (or their respective estates) of one or more of the Plan Entities and, individually, any one of them, a "**Director**" or "**Officer**".

"**Directors Charge**" means the charge in favour of the directors and officers created under paragraph 22 of the Initial Order as security for the indemnity granted in favour of the directors and officers under paragraph 21 of the Initial Order.

"**Distribution Record Date**" means the date that is 10 (ten) Business Days prior to the Plan Implementation Date.

"**E&Y**" means Ernst & Young Inc. and any of its affiliates, partners, officers, directors, employees, agents and subcontractors.

"**Effective Time**" means 12:05 a.m. on the Plan Implementation Date (or such other time as the Plan Entities, the Monitor and the Plan Sponsor may agree in writing).

"**Electing Eligible Investor**" means an Eligible Investor who has completed and submitted an Election Form on or prior to the Election Deadline to exercise any of its rights under its New Third Lien Subscription Privilege and New Credit Facility Commitment Privilege in accordance with the Plan Filing and Meeting Order, provided for the purposes of Sections <@> and <@>, the term "Electing Eligible Investor" shall only include an Electing Eligible Investor who has deposited in escrow with the Trust Company the full amount of funds required to be deposited by such Electing Eligible Investor in accordance with Section <@>.

"Electing Eligible Investor Credit Facility Commitment Amount" has the meaning set out in Section 5.2(a).

"**Electing Eligible Investor Funding Amount**" has the meaning set out in Section 5.2(f)(iii).

"**Electing Eligible Investor Funding Deadline**" has the meaning set out in Section 5.2(g).

"**Electing Eligible Investors Aggregate Funding Amounts**" means the aggregate of the Electing Eligible Investor Funding Amounts for all of the Electing Eligible Investors.

"**Election Date**" means <@> (or such other date as the Plan Entities and the Plan Sponsor may agree).

"**Election Deadline**" means <@> (or such other date as the Plan Entities and the Plan Sponsor may agree).

"**Election Form**" has the meaning given to such term in Section 5.2(c).

"**Eligible Investor**" means a First Lien Noteholder in respect of and to the extent of the Secured Portion of its First Lien Noteholder Claim.

"**Employee Priority Claims**" means the following Claims of employees and former employees of the Plan Entities:

(a) Claims equal to the amounts that such employees and former employees would have been qualified to receive under paragraph 136(1)(d) of the BIA if the Plan Entities had become bankrupt on the Filing Date; and

(b) Claims for wages, salaries, commissions or compensation for services rendered by them after the Filing Date and on or before the Effective Time together with, in the case of traveling salespersons, disbursements properly incurred by them in and about the Business during the same period.

"**Equity Claims**" means any Claim of the Existing Equity Holders constituting an equity claim under section 2(1) of the CCAA or arising from any shareholder agreement in connection with or related to the Existing Shares.

"**Excluded Claim**" means those Claims identified as "Excluded Claims" under the Plan Filing and Meeting Order.

"**Existing Common Shares**" means the Common Shares that are duly issued and outstanding immediately prior to the Effective Time, and for greater certainty shall not include the New Common Shares.

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

"**Existing Second Lien Collateral Agent**" means Equity Financial Trust Company, or such other Person appointed as collateral agent from time to time under the Existing Second Lien Note Purchase Agreement.

"**Existing 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.

"**Existing Second Lien Noteholder Claim**" means any Claim of an Existing Second Lien Noteholder for amounts payable to it under the Existing Second Lien Note Purchase Agreement and the Existing Second Lien Notes as of (a) for the purpose of Article 2, Article 6 and Article 7, the Plan Implementation Date, and (b) for the purpose of Article 4, the Voting Record Date.

"**Existing Second Lien Noteholders**" means, as context requires, the Registered Holders of the Existing Second Lien Notes or the Beneficial Second Lien Noteholder, in their capacities as such, but only in respect of and to the extent of their Existing Second Lien Noteholder Claims.

"**Existing Second Lien Notes**" means the second lien secured promissory notes issued by Wireless under the Existing Second Lien Note Purchase Agreement.

"**Existing Security**" means the guarantees given and Liens granted by the Plan Entities pursuant to or in connection with (a) the First Lien Note Indenture and the First Lien Notes, (b) the Existing Second Lien Note Purchase Agreement and the Second Lien Notes, and (c) **[NTD: List any other security.]**.

"**Existing Share Options**" means all rights, options, warrants and other securities convertible or exchangeable into equity securities (including <@>) that are duly issued and outstanding in the capital of the Plan Entities.

"**Existing Shareholders**" means, as context requires, Registered Holders or beneficial holders of the Existing Shares, in their capacities as such.

"**Existing Shares**" means, collectively, the Existing Common Shares and <@>.

"**Expiration Time**" means 11:59 pm on <@>, 2014, unless extended or earlier terminated by the Plan Sponsor.

"**Filing Date**" means September 29, 2013.

"**First Drawdown Date**" means the date upon which the first advance is made under the New First Lien Credit Agreement.

"**First Lien Note Indenture**" means the indenture dated as of April 29, 2011 between Wireless, as issuer, the guarantors party thereto and the First Lien Note Indenture Trustee, as trustee and collateral agent, as amended by a supplemental indenture dated February 6, 2013.

"**First Lien Note Indenture Trustee**" means Equity Financial Trust Company, or such other Person appointed as trustee and collateral agent from time to time under the First Lien Note Indenture.

"**First Lien Noteholder Claim**" means any Claim of a First Lien Noteholder for amounts payable to it under the First Lien Note Indenture and the First Lien Notes as of (a) for the purpose of Article 2, Article 6 and Article 7, the Plan Implementation Date, (b) for the purpose of Article 4, the Voting Record Date, and (c) for the purpose of Article 5, the Election Date.

"**First Lien Noteholders**" means, as the context requires, the Registered Holders of First Lien Notes or Beneficial First Lien Notes, in their capacities as such, but only in respect of and to the extent of their First Lien Noteholder Claims.

"**First Lien Noteholders Aggregate Secured Claims**" means the lesser of (a) the aggregate of all First Lien Noteholder Claims and (b) the Wireless FMV.

"**First Lien Noteholders Aggregate Undersecured Claims**" means the amount equal to the difference calculated as follows: (a) the aggregate of all First Lien Noteholder Claims <u>minus</u> (b) the Wireless FMV.

"**First Lien Noteholders Secured Class**" means the Class of Affected Creditors comprised of the First Lien Noteholders but only in respect of and to the extent of the Secured Portion of their First Lien Noteholder Claims.

"**First Lien Noteholders Secured Meeting**" means the meeting of the First Lien Noteholders Secured Class called and conducted pursuant to and in accordance with the Plan Filing and Meeting Order to consider and vote on the Plan, and includes any meeting resulting from an adjournment thereof.

"**First Lien Secured Noteholders New Common Shares**" means <@> New Common Shares.

"**First Lien Notes**" means the 9.5% first lien senior secured notes issued under the First Lien Note Indenture.

"**Governmental Entity**" means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency; (b) subdivision, agent, commission, board, or authority of any of the entities listed in paragraph (a) of this definition; or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or, for the account of, any of the entities listed in paragraph (a) of this definition.

"**Government Priority Claims**" means all Claims of any Governmental Entity in respect of amounts that were outstanding as of the Effective Time 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 purpose similar 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, and 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.

"**Holdings**" means Data & Audio-Visual Enterprises Holdings Inc., a corporation governed by the OBCA, or any successor.

"**Holdings Existing Security**" means the guarantees given and Liens granted by Holdings in favour of the First Lien Note Indenture Trustee, the First Lien Noteholders, the Existing Second Lien Collateral Agent and the Existing Second Lien Noteholders under, in respect of, or otherwise in connection with the First Lien Note Indenture, the First Lien Notes, the Existing Second Lien Note Purchase Agreement and the Existing Second Lien Notes, including pursuant to the [**NTD: Insert description of relevant guarantee and security documents**.]

"**Holdings Intercompany Claim**" means any Claim of Holdings against the Plan Entities, excluding any Equity Claim of Holdings.

"**Holdings New Common Shares**" means <@> New Common Shares.

"**Holdings Second Lien Security**" has the meaning given to that term in Section 7.2(c).

"**Indentures and Funding Agreements**" means collectively (a) the First Lien Note Indenture and (b) the Existing Second Lien Note Purchase Agreement.

"**Initial Order**" means the Order made September 30, 2013 pursuant to which the Applicants were provided protection under the CCAA, as amended, restated or varied from time to time.

"**Intercreditor Agreement**" means the intercreditor agreement made as of April 29, 2011 between, among others, the First Lien Note Indenture Trustee, Holdings and Wireless.

"**KERP Charge**" means the charge in favour of the KERP Participants as created under paragraph 51 of the Initial Order.

"**KERP Participants**" means the employees of the Applicants that have been granted KERPs under or pursuant to the Initial Order.

"**KERPs**" means the key employee retention plans for certain employees of the Applicants approved under paragraph 50 of the Initial Order.

"**Law**" means any and all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions or any grant of approval, permission, authority, permit or licence of any court, Governmental Entity, statutory body or self-regulatory authority.

"**Lien**" means (a) any interest in property created by way of mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest or deposit arrangement, (b) any statutory deemed trust or lien, (c) any preference, priority, adverse claim, levy, execution, seizure, attachment, garnishment or other encumbrance which binds property, and (d) any agreement to grant any of the rights or interests described in clauses (a) to (c) inclusive of this definition.

"**Meetings**" means collectively the First Lien Noteholders Secured Meeting and the Undersecured Noteholders Meeting, and "**Meeting**" means either one of them as the context requires.

"**Monitor**" means E&Y, in its capacity as the monitor of the Applicants appointed pursuant to the Initial Order and any successor thereto appointed in accordance with any further Order.

"**Monitor's Certificate**" has the meaning given to such term in Section 8.4.

"**NetworkCo**" means <@>, a corporation governed by the <@>, or any successor.

"**New Boards**" means the boards of directors of Wireless and any Subsidiaries of Wireless, in each case the majority of the members of which shall be nominated by or otherwise acceptable to the Plan Sponsor.

"**New Common Shares**" means the Common Shares to be issued pursuant to the Plan, including the First Lien Secured Noteholders New Common Shares, the Undersecured Noteholders New Common Shares, Holdings New Common Shares, the New Credit Agreement Lenders New Common Shares and the New Third Lien Noteholders New Common Shares.

"**New Credit Agreement Lender Right**" means, a right in form satisfactory to the Plan Sponsor, granted by Wireless to each Electing Eligible Investor who elects to exercise its New Credit Facility Commitment Privilege in accordance with Section 5.2 and the Plan Filing and Meeting Order entitling it to automatically receive on the First Drawdown Date at no additional cost its Pro Rata Share of New Credit Agreement Lenders New Common Shares provided that on the First Drawdown Date it is a lender and funds its portion of the first advance under the New First Lien Credit Agreement.

"**New Credit Agreement Lenders New Common Shares**" means <@> New Common Shares.

"**New Credit Agreement Security Documents**" has the meaning given to such term in Section 7.2(q).

"**New Credit Facility Commitment Backstop Amount**" means an aggregate commitment amount under the New First Lien Credit Agreement of [$150 million].

"**New Credit Facility Commitment Privilege**" has the meaning given to such term in Section 5.2(a).

["**New Credit Facility Commitment Backstop Amount Reduction**" means the amount calculated as follows:

(a) the product of:

(i) the difference (disregarding a negative amount) resulting from (A) the aggregate of the Electing Eligible Investors Credit Facility Commitment Amounts for all Electing Eligible Investors as of the Election Date, <u>minus</u> (B) [$25 million],

<u>multiplied</u> by,

(ii) 0.50;

plus

(b) 50% of the Plan Sponsor Offer Consideration.]

[NTD: Formula to be reviewed.]

"**New Credit Facility Privilege Commitment Amount**" means an aggregate commitment amount under the New First Lien Credit Agreement of [$75 million].

"**New First Lien Credit Agreement**" means the first lien revolving credit agreement to be dated on or about the Plan Implementation Date and entered into pursuant to the Plan by, among others, Wireless and SpecCo as borrowers, all existing and future subsidiaries of Wireless as guarantors, the Plan Sponsor as agent, and the Plan Sponsor and each Electing Eligible Investor who elects, pursuant to Section 5.2, to participate in the [$200 million] revolving credit facility as lenders, in a form incorporating the relevant terms and conditions of the Recapitalization Transaction Term Sheet and satisfactory to the Plan Sponsor to be presented to the Noteholders not less than seven Business Days prior to the Meetings.

"**New First Lien Credit Facility**" means the revolving credit facility in the principal amount of [$200 million] established pursuant to the New First Lien Credit Agreement.

"**New Intercreditor Agreement**" has the meaning given to such term in Section 8.3(n).

"**New Preferred Shares**" means the [<@>%] cumulative [convertible] preferred shares of SpecCo or NetworkCo, as the case may be, to be issued pursuant to the Plan and having the rights, privileges, restrictions and conditions set out in the Recapitalization Transaction Term Sheet and in form satisfactory to the Plan Sponsor to be presented to the Noteholders not less than seven Business Days prior to the Meetings.

"**New Second Lien Indenture**" means the second lien indenture to be dated on or about the Plan Implementation Date between Wireless, as issuer, and Holdings and all existing and future subsidiaries of Wireless (other than SpecCo and NetworkCo) as guarantors, and the New Second Lien Trustee, as trustee and collateral agent, in a form incorporating the relevant terms and conditions of the Recapitalization Transaction Term Sheet and satisfactory to the Plan Sponsor to be presented to the Noteholders not less than seven Business Days prior to the Meetings.

"**New Second Lien Notes**" means the [11%] [$100 million] aggregate principal amount of second lien notes due December 31, 2021 to be issued under the New Second Lien Indenture.

"**New Second Lien Security Documents**" has the meaning given to such term in Section 7.2(b).

"**New Second Lien Trustee**" means <@> or such other person appointed as trustee and collateral agent from time to time under the New Second Lien Indenture.

"**New Shareholders' Agreement**" means the shareholders agreement between, among others, Wireless, SpecCo, NetworkCo, the Plan Sponsor, the holders of the New Common Shares and the holders of the New Preferred Shares, in form and substance satisfactory to the Plan Sponsor, in relation to board composition, governance, liquidity and [**NTD: Insert additional items**].

"**New Third Lien Noteholders New Common Shares**" means <@> New Common Shares.

"**New Third Lien Notes**" means the [13%] [$200 million] aggregate principal amount of convertible subordinated notes due December 31, 2019 to be issued under the New Third Lien Notes Indenture which are convertible into New Preferred Shares.

"**New Third Lien Notes Backstop Amount**" means [$150 million].

["**New Third Lien Notes Backstop Amount Reduction**" means the amount calculated as follows:

(a) the product of:

(i) the difference (disregarding a negative amount) resulting from: (A) the amount equal to the Electing Eligible Investors Aggregate Funding Amounts, minus (B) [$25 million];

multiplied by

(ii) 0.50;

plus,

(b) 50% of the Plan Sponsor Offer Consideration.]

[NTD: Formula to be reviewed.]

"**New Third Lien Notes Backstop Payment Amount**" has the meaning given to that term in Section 5.2(e).

"**New Third Lien Notes Indenture**" means the convertible third lien notes indenture to be dated on or about the Plan Implementation Date between SpecCo or NetworkCo, as the case may be, as issuer, all existing and future subsidiaries of Wireless as guarantors, and the New Third Lien Notes Trustee, as trustee and collateral agent, in a form incorporating the relevant terms and conditions of the Recapitalization Transaction Term Sheet and satisfactory to the Plan Sponsor to be presented to the Noteholders not less than seven Business Days prior to the Meetings.

"**New Third Lien Notes Offering**" means the offering by Wireless, SpecCo or NetworkCo, as the case may be, of up to [$200 million] of New Third Lien Notes.

"**New Third Lien Notes Security Documents**" has the meaning given to such term in Section 7.2(c).

"**New Third Lien Notes Trustee**" means <@> or such other person appointed as trustee and collateral agent from time to time under the New Third Liens Notes Indenture.

"**New Third Lien Privilege Notes**" means New Third Lien Notes in an aggregate principal amount of [$75 million].

"**New Third Lien Subscription Privilege**" has the meaning given to such term in Section 5.2(b).

"**Noteholders**" means collectively, the First Lien Noteholders and the Existing Second Lien Noteholders, and "**Noteholder**" means any applicable one of them as the context requires.

"**Noteholders Notice of Dispute**" shall have the meaning given to such term in the Plan Filing and Meeting Order.

"**Noteholders Released Parties**" means, collectively, the First Lien Note Indenture Trustee, the First Lien Noteholders, the Existing Second Lien Noteholders, the Existing Second Lien Collateral Agent and their respective subsidiaries and affiliates, officers, directors, employees, auditors, financial advisors and legal counsel.

"**Notes**" means, collectively, the First Lien Notes and the Existing Second Lien Notes.

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Order**" means any order of the Court in the CCAA Proceedings.

"**Outside Date**" means <@> (or such other date as the Plan Entities and the Plan Sponsor may agree).

"**Participating Eligible Investor**" has the meaning given to such term in Section 5.2(j).

"**Participating Eligible Investor New Third Lien Notes**" has the meaning given to such term in Section 5.2(j).

"**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, Governmental Entity 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 consolidated plan of compromise, arrangement and reorganization under the CCAA, including the 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 with the consent of the Plan Entities and the Plan Sponsor, each acting reasonably.

"**Plan Entities**" means, collectively, Wireless and 8440522.

"**Plan Filing and Meeting Order**" means an Order in form and substance satisfactory to the Plan Sponsor to be made, *inter alia*:

(a) approving the Backstop Agreement, including the Break Fee set out therein and establishing a charge on the assets undertaking and properties of the Plan Entities as security for the payment of the Break Fee, which charge shall rank in priority to all existing Liens, including the Existing Security, and Court Charges;

(b) approving the Plan Sponsor Purchase Offer and authorizing the First Lien Noteholders to participate in and sell their respective First Lien Notes under and in accordance with the Plan Sponsor Purchase Offer notwithstanding any provision in any Support Agreement to the contrary;

(c) accepting the Plan for filing, authorizing the Plan Sponsor to seek approval of the Plan from Affected Creditors,

(d) classifying the Affected Creditors for voting purposes,

(e) directing the calling and holding of the First Lien Noteholders Secured Meeting and the Undersecured Noteholders Meeting,

(f) setting the date of the Plan Sanction Hearing and expanding the Monitor's powers in relation to the Meetings, and

(g) establishing the procedures governing the determination of Claims for voting and distribution purposes, all in accordance with the Plan and the Backstop Agreement, as such Order may be amended from time to time.

"**Plan Implementation Date**" means the day on which the Monitor delivers the Monitor's Certificate to the Plan Entities and the Plan Sponsor pursuant to Section 8.4.

"**Plan Sanction Hearing**" means the Court hearing at which the Plan Sponsor's motion for approval and sanction of the Plan will be heard.

"**Plan Sponsor**" means The Catalyst Capital Group Inc. (on behalf of investment funds managed by it).

"**Plan Sponsor Fee**" means the fee in the amount of [$5 million] together with reimbursement of the Plan Sponsor's reasonable out-of-pocket expenses incurred in connection with the restructuring of the Plan Entities and the CCAA Proceedings, including the negotiation, approval and implementation of the Plan and all Transactions, all payable by Wireless to the Plan Sponsor in accordance with the terms and conditions of the Backstop Agreement and the Plan.

"**Plan Sponsor Oppression Claim**" means the application commenced by the Plan Sponsor in the Court seeking, among other things, remedies for alleged oppression in connection with the Existing Second Lien Notes.

"**Plan Sponsor Purchase Offer**" means the Plan Sponsor's offer to purchase First Lien Notes in accordance with the provisions of Article 3.

"**Plan Sponsor Purchase Offer Consideration**" means cash, in an amount not to exceed $<@> million and representing the aggregate purchase price of all First Lien Notes accepted by the Plan Sponsor for exchange in the Plan Sponsor Purchase Offer.

"**Post-Filing Claim**" means any indebtedness, liability or obligation of any kind of any Plan Entity that arises after the Filing Date from or in respect of (a) any executory contract or unexpired lease that has not been restructured, terminated, repudiated, disclaimed or resiliated by a Plan Entity, (b) the supply of services or goods, or funds advanced, to any of the Plan Entities on or after the Filing Date, or (c) all amounts to be remitted to a tax authority pursuant to paragraph 9 of the Initial Order during the period after the Filing Date to but excluding the Plan Implementation Date; provided that "Post- Filing Claim" shall not include any Claim or any Unaffected Claim.

"**Pro Rata Share**" means:

(a) in respect of (i) the New Second Lien Notes or (ii) the First Lien Secured Noteholders New Common Shares, as applicable, in each applicable case the percentage that a First Lien Noteholder's Secured Portion of its First Lien Noteholder Claim as at the Record Date bears to the First Lien Noteholders Aggregate Secured Claims calculated as at the Record Date;

(b) in respect of Undersecured Noteholders New Common Shares, the percentage that a First Lien Noteholder's Undersecured Portion of its First Lien Noteholder Claim as at the Record Date or an Existing Second Lien Noteholder Claim as at the Record Date, as applicable, bears to the aggregate of the First Lien Noteholders Aggregate Undersecured Claims and the Existing Second Lien Noteholder Claims calculated as at the Record Date;

(c) in respect of the New Credit Facility Privilege Commitment Amount, the percentage that an Electing Eligible Investor's Secured Portion of its First Lien Noteholder Claim as at the Election Date bears to the aggregate of all Electing Eligible Investors' Secured Portion of their First Lien Noteholder Claims calculated as at the Election Date;

(d) in respect of the New Third Lien Privilege Notes, the percentage that an Electing Eligible Investor's Secured Portion of its First Lien Noteholder Claim as at the Election Date bears to the aggregate of all Electing Eligible Investors' Secured Portion of their First Lien Noteholder Claims calculated as at the Election Date;

(e) in respect of the (i) First Lien Noteholders Aggregate Secured Claims or (ii) First Lien Noteholders Aggregate Undersecured Claims, in each applicable case the percentage that the First Lien Noteholder Claim of a First Lien Noteholder as at the Record Date bears to the First Lien Noteholders Claims of all First Lien Noteholders calculated as at the Record Date;

(f) in respect the New Credit Agreement Lenders New Common Shares, the percentage that the Electing Eligible Investor Credit Facility Commitment Amount of an Electing Eligible Investor who elects to exercise its New Credit Facility Commitment Privilege in accordance with Section 5.2 and the Plan Filing and Meeting Order as at the First Drawdown Date bears to the Electing Eligible Investor Credit Facility Commitment Amounts of all Electing Eligible Investors who elect to exercise their New Credit Facility Commitment Privilege in accordance with Section 5.2 and the Plan Filing and Meeting Order calculated as at the First Drawdown Date; and

(g) in respect the New Third Lien Noteholders New Common Shares, the percentage that the Electing Eligible Investor Funding Amount of an Electing Eligible Investor bears to the Electing Eligible Investors Aggregate Funding Amounts calculated as at the Plan Implementation Date.

"**Proof of Claim**" shall have the meaning ascribed thereto in the Plan Filing and Meeting Order.

"**Proven Distribution Claims**" means First Lien Noteholder Claims and Second Lien Noteholder Claims as finally determined for distribution purposes in accordance with the Plan Filing and Meeting Order and the Plan.

"**Proven Voting Claim**" means First Lien Noteholder Claims and Existing Second Lien Noteholder Claims as finally determined for purposes of voting at a Meeting, in accordance with the Plan Filing and Meeting Order, the CCAA and the Plan, provided that a Claim which is an Unresolved Claim will be dealt with pursuant to Sections 4.6 and 4.7.

"**Recapitalization Transaction Term Sheet**" means the recapitalization transaction term sheet attached to the Backstop Agreement.

"**Record Date**" means <@>.

"**Registered Holder**" means, in respect of a First Lien Noteholder, Existing Second Lien Noteholder, Existing Shareholder or holder of Existing Share Options, as applicable, the holder of such securities: (a) in the case of First Lien Noteholders that hold their First Lien Notes through CDS, as recorded on the books and records of CDS, and (b) in all other cases, as recorded on the books and records of Wireless or the First Lien Note Indenture Trustee, as the case may be.

"**Released Claims**" has the meaning given to such term in Section 9.3(a).

"**Released Parties**" means collectively, the Plan Entities Released Parties and the Noteholders Released Parties.

"**Remaining New Credit Facility Commitment Backstop Amount**" has the meaning given to that term in Section 5.2(d).

"**Required Majority**" means,

(a) with respect to the First Lien Noteholders Secured Class, First Lien Noteholders holding at least a majority in number and representing at least two-thirds in value of the Secured Portion of Proven Voting Claims of First Lien Noteholders who are entitled to vote at the First Lien Noteholders Secured Meeting in accordance with the Plan Filing and Meeting Order and the Plan and who validly vote (in person or by proxy or are deemed to vote pursuant to the Plan or the Plan Filing and Meeting Order) on the resolution approving the Plan; and

(b) with respect to the Undersecured Noteholders Class, First Lien Noteholders and Existing Second Lien Noteholders holding at least a majority in number and representing at least two-thirds in value of the aggregate of the Undersecured

Portion of Proven Voting Claims of the First Lien Noteholders and the Proven Voting Claims of Existing Second Lien Noteholders who are entitled to vote at the Undersecured Noteholders Meeting in accordance with the Plan Filing and Meeting Order and the Plan and who validly vote (in person or by proxy) on the resolution approving the Plan.

"**Restructuring Period Claim**" means any right or claim of any Person against one or more of the Plan Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by one or more of the Plan Entities to such Person arising out of the restructuring, disclaimer, repudiation, resiliation, termination or breach after the Filing Date of any contract, lease or other agreement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of the Plan Filing and Meeting Order; provided that a "Restructuring Period Claim" does not include any Excluded Claim.

"**Right of First Refusal**" means the right of first refusal of the New Third Lien Noteholders set out in the New Third Lien Notes Indenture and the New Third Lien Notes to provide to the Plan Entities any future debtor-in-possession financing.

"**Sanction Order**" means the Order to be made by the Court under the CCAA and the CBCA sanctioning the Plan, as such Order may be amended, in form and substance acceptable to the Plan Entities, the Monitor and the Plan Sponsor.

"**Secured Portion**" means, in respect of each First Lien Noteholder Claim, the amount that is equal to the relevant First Lien Noteholder's Pro Rata Share of the First Lien Noteholders Aggregate Secured Claims.

"**Shareholders' Agreements**" means, collectively, (a) the second amended and restated shareholders' agreement dated May 14, 2010 between, among others, Data & Audio-Visual Enterprises Investments Inc., Holdings and Wireless, (b) the unanimous shareholder declaration dated August 1, 2008 between Wireless and Holdings, (c) the unanimous shareholder declaration dated February 19, 2010 between Data & Audio-Visual Enterprises Wireless Inc., Data & Audio-Visual Enterprises Leasing Inc. (each a predecessor by amalgamation of Wireless) and Holdings, and (d) any other agreements between some or all of the shareholders of a Plan Entity or between a Plan Entity and some or all of its shareholders.

"**SpecCo**" means <@>, a corporation governed by the <@>, or any successor.

"**Special Committee**" means the special committee of the board of directors of <@>.

"**Subco**" means <@>, a corporation governed by the OBCA, or any successor.

"**Subco Common Shares**" means the common shares in the capital of Subco to be issued pursuant to the Plan.

"**Subco Note**" has the meaning given to such term in Section 7.2(i).

"**Subsidiary**", in respect of a Person, means (a) any corporation or company of which at least a majority of the outstanding securities having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation or company is at the time directly, indirectly or beneficially owned or controlled by the Person or one or more of its Subsidiaries; (b) any general or limited partnership of which, at the time, the Person or one or more of its Subsidiaries directly, indirectly or beneficially own or control at least a majority of the voting interests (however designated) thereof, or otherwise control such partnership; and (c) any other Person of which at least a majority of the voting interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by the Person or one or more of its Subsidiaries (and in respect of a trust that has not issued any voting interests, the beneficiaries of which are owned or controlled by the Person or one or more of its Subsidiaries).

"**Support Agreements**" means, collectively, (a) the support agreement dated as of February 6, 2013 between Data & Audio-Visual Enterprises Wireless Inc., Data & Audio-Visual Enterprises Leasing Inc. (each a predecessor by amalgamation of Wireless), Holdings and the "Consenting Noteholders" noted therein, as amended, and any joinder agreement thereto; (b) the support agreement dated as of April 24, 2013 between Data & Audio-Visual Enterprises Wireless Inc., Data & Audio-Visual Enterprises Leasing Inc. (each a predecessor by amalgamation of Wireless), Holdings and certain First Lien Noteholders, and any joinder agreement thereto; (c) the support agreement between Data & Audio-Visual Enterprises Wireless Inc., Data & Audio-Visual Enterprises Leasing Inc. (each a predecessor by amalgamation of Wireless), Holdings and certain Existing Shareholders, and any joinder agreement thereto; (d) the support agreement dated as of April 17, 2014 between, among others, the Applicants and certain First Lien Noteholders, and any joinder agreement thereto; (e) the support agreement dated as of April 17, 2014 between, among others, the Applicants and certain Second Lien Noteholders, and any joinder agreement thereto; (f) the support agreement dated as of April 17, 2014 between, among others, the Applicants and the DIP Lenders, and any joinder agreement thereto; (g) the support agreement dated as of April 17, 2014 between, among others, the Applicants and certain unsecured creditors of Holdings, and any joinder agreement thereto; (h) any other agreements between the Plan Entities and any of their creditors in respect of a restructuring, recapitalization or refinancing, other than the Plan, and (i) all other similar agreements to those set out in the foregoing clauses to which any First Lien Noteholder is bound.

"**Tax**" or "**Taxes**" means any and all Canadian and foreign taxes, duties, fees, pending assessments, reassessments and other governmental charges, duties, impositions and liabilities of any kind whatsoever (including any claims by Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, Canada Revenue Agency and any similar revenue or taxing authority of any province or territory of Canada), including all interest, penalties, fines and additions with respect to such amounts.

"**Tax Claim**" means any Claim against any Plan Entity for any Taxes in respect of any taxation year or period.

"**Transactions**" means all of the transactions contemplated by the Plan, subject to any amendments or variations thereto made in accordance with Section <@> of the Plan or made at the direction of the Court in the Sanction Order or otherwise, in each case with the consent of the Plan Entities and the Plan Sponsor, including the transactions contemplated by the Recapitalization Transaction Term Sheet, the New First Lien Credit Agreement, the New Second

Lien Indenture, the New Second Lien Notes, the New Third Lien Notes Indenture (including the Right of First Refusal contained therein), the New Third Lien Notes, the New Intercreditor Agreement, the Backstop Agreement and the New Shareholders' Agreement.

"**Trust Company**" means a trust company incorporated under the laws of Canada or a province thereof that is satisfactory to Wireless and the Plan Sponsor, each acting reasonably.

"**Trustees**" means the First Lien Note Indenture Trustee and the Existing Second Lien Collateral Agent.

"**Trustees Claims**" means any rights or claims of the Trustees against the Plan Entities under the First Lien Note Indenture and the Existing Second Lien Note Purchase Agreement, as applicable, for compensation, indemnities, fees, expenses, disbursements or advances incurred or made by or on behalf of the Trustees before or after the Plan Implementation Date in connection with the performance of their respective duties under the First Lien Note Indenture, the Existing Second Lien Note Purchase Agreement or the Plan.

"**Unaffected Claims**" means any Claim other than an Affected Claim. For greater certainty, Unaffected Claims include:

(a) Governmental Priority Claims;

(b) Employee Priority Claims;

(c) Trustees Claims;

(d) Claims of the KERP Participants arising from or under the KERPs;

(e) Claims up to the Plan Implementation Date secured by any of the Court Charges;

(f) any claim against any Director that cannot be compromised due to the provisions of section 5.1(2) of the CCAA;

(g) any portion of a Claim for which the applicable Plan Entities are fully insured;

(h) Claims in respect of any payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA; and

(i) any Post-Filing Claims.

"**Undeliverable Distribution**" has the meaning set out in Section 5.8.

"**Undersecured Noteholders Class**" means the Class of Affected Creditors comprised of (a) the First Lien Noteholders but only in respect of and to the extent of the Undersecured Portion of their First Lien Noteholders Claims and (b) the Existing Second Lien Noteholders.

"**Undersecured Noteholders New Common Shares**" means <@> New Common Shares.

"**Undersecured Noteholders Meeting**" means the meeting of the Undersecured Noteholders Class called and conducted pursuant to and in accordance with the Plan Filing and Meeting Order to consider and vote on the Plan, and includes any meeting resulting from an adjournment thereof.

"**Undersecured Portion**" means in respect of each First Lien Noteholder Claim, the amount that is equal to the relevant First Lien Noteholder's Pro Rata Share of the First Lien Noteholders Aggregate Undersecured Claims.

"**Unresolved Claim**" means a Claim that at the relevant time is disputed or otherwise unresolved and has not been accepted for purposes of voting on and/or receiving distributions under the Plan and is not barred pursuant to the Plan Filing and Meeting Order.

"**US Dollars**" or "**US $**" means immediately available dollars denominated in the lawful currency of the United States of America.

"**Voting Record Date**" means <@>.

"**Website**" means http://documentcentre.eycan.com/Pages/Main.aspx?SID=261.

"**Wireless**" means Data & Audio-Visual Enterprises Wireless Inc., a corporation governed by the OBCA, or any successor.

"**Wireless FMV**" means, solely for the purposes of the Plan, an amount deemed to be $<@>.

1.2 Construction

In the Plan, unless otherwise stated or the context otherwise requires:

(a) the division of the Plan into Articles and Sections and the use of headings are for convenience of reference only and do not affect the construction or interpretation of the Plan;

(b) the words "hereunder", "hereof and similar expressions refer to the Plan and not to any particular Article, Section or Schedule and references to "Articles", "Sections", and "Schedules" are to Articles and Sections of, and Schedules to the Plan;

(c) words importing the singular include the plural and *vice versa* and words importing any gender include all genders;

(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 without limitation" or "including without limitation", as applicable, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;

(e) a reference to any statute is to that statute as now enacted or as the statute may from time to time be amended, re-enacted or replaced, and includes any regulation made thereunder;

(f) a reference to any agreement, indenture or other document is to that document as amended, supplemented, restated or replaced from time to time;

(g) unless otherwise specified, all references to dollar amounts or to the symbol "$" are references to Canadian dollars;

(h) 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; and

(i) unless otherwise specified, the time period 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 and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day; whenever any payment to be made or action to be taken under the Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day.

1.3 Currency Conversion

All Affected Claims which are denominated in US Dollars shall be converted into Canadian dollars on the basis of the average US/Canadian dollar noon rate of exchange, as quoted by the Bank of Canada, over the ten Business Day period preceding the filing of the Plan as part of the CCAA Proceedings. All Affected Claims denominated in a currency other than lawful money of Canada or the United States are to be converted into Canadian dollars on the basis of the average noon rate of exchange for exchange of such currency into Canadian dollars, as quoted by the Bank of Canada, over the ten Business Day period preceding the date of filing of the Plan.

1.4 Claims Bar Date

Nothing in the Plan extends or shall be interpreted as extending or amending the Claims Bar Date, or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Plan Filing and Meeting Order, the Plan and/or the Sanction Order.

1.5 Interest

Interest shall not accrue or be paid on any Affected Claims after the Filing Date, and no Affected Claims shall be entitled to interest accruing on or after the Filing Date.

1.6 Schedules

The following are the Schedules to the Plan:

Schedule A -
Schedule B -

ARTICLE 2
PURPOSE, EFFECT OF PLAN AND OPERATIONS

2.1 Purpose of Plan

Subject to the specific provisions hereof, the purpose of the Plan is (a) to effect a compromise and settlement of all Affected Claims against the Plan Entities as finally determined in accordance with the Plan Filing and Meeting Order, the CCAA and the Plan; (b) to facilitate the closing of the Transactions; (c) to provide the Plan Entities with additional liquidity to enable the Business to continue on a going concern basis as a viable and competitive participant in the Canadian wireless telecommunications industry; (d) to facilitate the continuation of substantial employment; and (e) to maintain choice for the general public in respect of wireless telecommunications providers. The Plan is put forward in the expectation that stakeholders generally will derive a greater benefit from the implementation of the Plan than would result from a bankruptcy or liquidation of the Plan Entities.

2.2 Effect of Plan

The Plan will become effective at the Effective Time in accordance with the steps and sequence set out in Section 7.2 and shall be binding on and enure to the benefit of the Plan Entities, the Affected Creditors, the Directors and Officers and all other Persons named or referred to in, or subject to, the Plan. For purposes of the Plan, all Affected Creditors shall receive the treatment provided in the Plan on account of their Affected Claims.

2.3 Unaffected Claims

The Plan does not affect the Unaffected Claims (including Post-Filing Claims). Persons with Unaffected Claims will not be entitled to vote or receive any distributions under the Plan in respect of such claims. Unaffected Claims shall be dealt with in accordance with Section 5.4. Nothing in the Plan shall affect any Plan Entity's rights and defences, both legal and equitable, with respect to any Unaffected Claim (including, for greater certainty, any Post-Filing Claim), including all rights with respect to legal and equitable defences or entitlements to set-offs and recoupments against such claims.

2.4 Business Operations

Subject to the terms of the Backstop Agreement, the Plan Entities shall continue to operate the Business during the CCAA Proceedings until the Plan Implementation Date in the ordinary course of business in accordance with the Initial Order and other Orders, having regard to their insolvency and the CCAA Proceedings.

ARTICLE 3
PLAN SPONSOR PURCHASE OFFER

3.1 Conditions Precedent to Plan Sponsor Purchase Offer

The Plan Sponsor shall not be obliged to proceed with or accept any offer made under the Plan Sponsor Purchase Offer unless each of the conditions set out below has been and remains satisfied (or waived in writing) by the Plan Sponsor:

(a) The Plan Filing and Meeting Order shall have been issued by the Court and shall be in full force and effect and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been finally disposed of by the applicable appeal court.

(b) The Court shall have declared pursuant to the Plan Filing and Meeting Order or the Plan Sponsor shall have received evidence satisfactory to it that all First Lien Notes purchased from any First Lien Noteholder by the Plan Sponsor pursuant to the Plan Sponsor Purchase Offer shall be:

(i) acquired with good and marketable rights in such First Lien Notes free and clear of any Liens;

(ii) freely voteable in the Meetings without any limitations or restrictions of any nature; and

(iii) free from and no longer subject to any Support Agreement, and without limiting the foregoing, no agreements or restrictions shall in any way limit or restrict the sale and purchase of such First Lien Notes hereunder or the participation of the Plan Sponsor in the CCAA Proceedings in respect of such First Lien Notes and associated First Lien Noteholder Claims.

(c) Such number of First Lien Notes shall have been validly tendered pursuant to the Plan Sponsor Purchase Offer that will together with the First Lien Notes held by the Plan Sponsor aggregate not less than 66 2/3% of all issued and outstanding First Lien Notes.

(d) All conditions of closing under the Backstop Agreement other than those that by their nature cannot be satisfied prior to the Effective Time shall have been satisfied or waived by the applicable parties in accordance with the terms of the Backstop Agreement and the Backstop Agreement shall not have been terminated.

(e) The conditions precedent set out in Sections 8.3(f) and 8.3(i) have been satisfied or waived by the Plan Sponsor.

(f) As of the Expiration Time, no event or events shall have occurred or exist, as determined by the Plan Sponsor, in its sole discretion, of whatever nature, foreseeable or unforeseeable, that could reasonably be expected to have a material adverse effect, individually or in the aggregate, on (i) the business, financial condition or prospects, short or long-term, of the Plan Entities or any Subsidiary thereof, (ii) the industry in which the Plan Entities or any Subsidiary thereof operates, (iii) domestic or international debt or capital markets, or (iv) the Transactions.

(g) **[NTD: Insert any other relevant conditions precedent.]**

3.2 Plan Sponsor Purchase Offer Procedure

(a) The Plan Sponsor Purchase Offer is being conducted as a reverse "Dutch Auction" procedure. Each First Lien Noteholder (other than the Plan Sponsor) may elect to participate in the Plan Sponsor Purchase Offer, the proceeds of which will be funded by the Plan Sponsor to a maximum of $<@> million.

(b) The Plan Sponsor will use a reverse Dutch auction procedure to determine which First Lien Notes will be accepted for exchange in the Plan Sponsor Purchase Offer. The Election Form, among other options, provides the First Lien Noteholders (other than the Plan Sponsor) with the option to elect to participate in the Plan Sponsor Purchase Offer. The auction will stay open until immediately prior to the Expiration Time, and the Election Form indicating any such election are due by the Expiration Time as provided herein.

(c) The Plan Sponsor will accept for purchase the First Lien Notes that elect to participate in the Plan Sponsor Purchase Offer in the order of the lowest to the highest Bid Prices (as determined based upon each Bid Price's percentage of the respective First Lien Note's principal amount) until reaching the Clearing Price. In addition, First Lien Noteholders that elect to participate in the Plan Sponsor Purchase Offer will be subject to proration. The Plan Sponsor will first accept for exchange all First Lien Notes with a Bid Price less than the Clearing Price and thereafter, First Lien Notes with a Bid Price equal to the Clearing Price on a pro rata basis. In all cases, appropriate adjustments will be made to avoid purchases of First Lien Notes in principal amounts other than integral multiples of $1,000. All First Lien Notes not accepted by the Plan Sponsor in the Plan Sponsor Purchase Offer as a result of proration or as a result of having a Bid Price above the Clearing Price will not participate in the Plan Sponsor Purchase Offer and be entitled to participate in the Plan as First Lien Noteholders. In addition, any First Lien Notes for which the respective First Lien Noteholders did not elect to participate in the Plan Sponsor Purchase Offer will be entitled to participate in the Plan as First Lien Noteholders.

(d) If tendering First Lien Noteholders elect to participate in the Plan Sponsor Purchase Offer by indicating as such on their Election Form and submitting such Election Form by the Expiration Time as provided herein, each such holder shall receive, subject to the foregoing, its portion of the Plan Sponsor Purchase Offer Consideration equal to such holder's Bid Price multiplied by the total amount of such holder's First Lien Notes accepted for exchange in the Plan Sponsor Purchase Offer and divided by $1,000.

(e) The Plan Sponsor will be deemed to have accepted validly tendered First Lien Notes when, as and if the Plan Sponsor has given written notice thereof to the Monitor. The Plan Sponsor will give such notice with respect to all such First Lien Notes validly tendered pursuant to the Plan Sponsor Purchase Offer and accepted by the Plan Sponsor.

(f) The Plan Sponsor shall pay the Plan Sponsor Purchase Offer Consideration to the First Lien Noteholders whose First Lien Notes are validly tendered pursuant to the Plan Sponsor Purchase Offer and accepted by the Plan Sponsor on the Plan Implementation Date in accordance with Section 7.2(r).

(g) The Plan Sponsor expressly reserves the right, at any time or from time to time, subject to applicable Law, (i) to terminate the Plan Sponsor Purchase Offer prior to the Expiration Time or extend the Plan Sponsor Purchase Offer beyond the Expiration Time, (ii) to amend the Plan Sponsor Purchase Offer in any respect by giving oral or written notice of such amendment in accordance with applicable Law, and (iii) to waive or amend certain conditions, and accept for purchase all First Lien Notes that are validly tendered, and not validly withdrawn, pursuant thereto prior to the Expiration Time without providing additional withdrawal rights. In no event will the failure by the Plan Sponsor to accept any First Lien Notes tendered in the Plan Sponsor Purchase Offer affect the validity of a vote in favor of the Plan.

(h) Each First Lien Noteholders whose First Lien Notes are validly tendered pursuant to the Plan Sponsor Purchase Offer and accepted by the Plan Sponsor shall be deemed to vote in favour of the Plan pursuant to the Plan Filing and Meeting Order.

ARTICLE 4
CLASSIFICATION OF CREDITORS, VOTING CLAIMS AND RELATED MATTERS

4.1 Claims Procedure

The procedure for determining the validity and quantum of the Affected Claims for voting and distribution purposes under the Plan shall be governed by the Plan Filing and Meeting Order, the CCAA and the Plan.

4.2 Classes of Creditors

For purposes of voting on the Plan, there shall be two classes of Affected Creditors: (a) the First Lien Noteholders Secured Class and (b) the Undersecured Noteholders Class.

4.3 Meetings

The Meetings shall be held in accordance with the CCAA, the Plan Filing and Meeting Order, the Plan and any further Order. The only Persons entitled to attend a Meeting are those specified in the Plan Filing and Meeting Order.

4.4 Voting by First Lien Noteholders Secured Class

Only the Beneficial First Lien Noteholders as of the Voting Record Date shall be entitled to provide instructions relating to voting in the First Lien Noteholders Secured Class. The solicitation of votes from and the procedures for voting by the Beneficial First Lien Noteholders shall be conducted in accordance with the Plan Filing and Meeting Order. Each Beneficial First Lien Noteholder shall be entitled to one (1) vote as a member of the First Lien Noteholders Secured Class, which vote shall have a value equal to the Secured Portion of its First Lien Noteholder Proven Voting Claim at the First Lien Noteholders Secured Meeting, in accordance with and pursuant to the terms of the Plan Filing and Meeting Order and the Plan.

4.5 Voting by the Undersecured Noteholders Class

Only the Beneficial First Lien Noteholders and Registered Holders of Existing Second Lien Notes as of the Voting Record Date shall be entitled to provide instructions relating to voting in the Undersecured Noteholders Class. The solicitation of votes from and the procedures for voting by the Beneficial First Lien Noteholders and Registered Holders of Second Lien Notes shall be conducted in accordance with the Plan Filing and Meeting Order. Each Beneficial First Lien Noteholder shall be entitled to one vote as a member of the Undersecured Noteholders Class, which vote shall have a value equal to the Undersecured Portion of its First Lien Noteholder Proven Voting Claim at the Undersecured Noteholders Meeting, in accordance with and pursuant to the terms of the Plan Filing and Meeting Order and the Plan. Each Registered Holder of Second Lien Notes shall be entitled to one vote as a member of the Undersecured Noteholders Class, which vote shall have a value equal to its Existing Second Lien Noteholder Proven Voting Claim at the Undersecured Noteholders Meeting, in accordance with and pursuant to the terms of the Plan Filing and Meeting Order and the Plan. Notwithstanding the foregoing, the vote of any Noteholder shall count only as one vote for the purposes of calculating the majority in number in both the Undersecured Portion of its First Lien Noteholder Proven Voting Claim and the Existing Second Lien Noteholder Proven Voting Claim at the Undersecured Noteholders Meeting.

4.6 Voting of Unresolved Claims

Subject to Section 4.7, each Affected Creditor (other than a First Lien Noteholder in respect of the Secured Portion of its First Lien Noteholder Claim) holding an Unresolved Claim shall be entitled to attend the Undersecured Noteholders Meeting and shall be entitled to one vote at such Meeting. The Monitor shall keep a separate record of votes cast by Affected Creditors holding Unresolved Claims and shall report to the Court with respect thereto at the Plan Sanction Hearing. The votes cast in respect of any Unresolved Claim shall not be counted for any purpose unless, until and only to the extent that such Unresolved Claim is finally determined to be a Proven Voting Claim.

4.7 Order to Establish Procedure for Valuing Voting Claims

The procedure for valuing claims and resolving Unresolved Claims for voting purposes shall be as set forth in the Plan Filing and Meeting Order, the CCAA and the Plan. The Plan Entities and the Monitor shall have the right to seek the assistance of the Court in valuing any

Unresolved Claim in accordance with the Plan Filing and Meeting Order, the CCAA and the Plan, if required, to ascertain the result of any vote on the Plan.

4.8 Fractions

An Affected Creditor's Proven Voting Claim shall not include fractional numbers and Proven Voting Claims shall be rounded down to the nearest whole Canadian dollar amount without compensation.

4.9 Approval by Creditors

In order to be approved, the Plan must receive an affirmative vote by the Required Majority in each Class.

4.10 Unaffected Claims

Unaffected Creditors shall not be entitled to attend or vote at a Meeting in respect of their Unaffected Claims and shall not be entitled to a distribution in respect of their Unaffected Claims unless specifically provided for under and pursuant to this Plan.

ARTICLE 5
DISTRIBUTIONS, PAYMENTS AND ELECTIONS

5.1 Delivery of New Securities

(a) The delivery of the New Second Lien Notes to the First Lien Noteholders in consideration for the Secured Portion of their First Lien Noteholder Claims will be made (at the election of Wireless with the consent of the Monitor and the Plan Sponsor) by delivery of a New Second Lien Note to each of the First Lien Noteholders based on registration and delivery instructions received by the Monitor pursuant to the Plan Filing and Meeting Order or, if registration details are not provided therein, in the same name and delivered to the same address that such First Lien Noteholder's First Lien Notes exchanged therefor are registered on the Distribution Record Date.

(b) The delivery of the New Common Shares to the Noteholders in consideration for the Secured Portion of their First Lien Noteholder Claims, Undersecured Portion of their First Lien Noteholder Claims and Existing Second Lien Noteholder Claims, as the case may be, will be made (at the election of Wireless with the consent of the Monitor and the Plan Sponsor) by delivery of a share certificate to each of the Noteholders based on registration and delivery instructions received by the Monitor pursuant to the Plan Filing and Meeting Order or, if registration details are not provided therein, in the same name and delivered to the same address that such Noteholder's Notes exchanged therefor are registered on the Distribution Record Date.

(c) The delivery of the Participating Eligible Investors New Third Lien Notes to the Participating Eligible Investors in consideration for their Electing Eligible

Investor Funding Amounts will be made (at the election of Wireless with the consent of the Monitor and the Plan Sponsor) by delivery of a New Third Lien Note to each of the Participating Eligible Investors based on registration and delivery instructions provided in the Election Forms received by the Monitor pursuant to the Plan Filing and Meeting Order or, if registration details are not provided therein, in the same name and delivered to the same address that such Participating Eligible Investors' First Lien Notes are registered on the Distribution Record Date.

(d) The delivery of the Backstopped New Third Lien Notes to the Plan Sponsor in consideration for the New Third Lien Notes Backstop Payment Amount will be made by delivery of a New Third Lien Note to the Plan Sponsor based on registration and delivery instructions received by the Monitor pursuant to the Backstop Agreement or the Plan Filing and Meeting Order.

5.2 New First Lien Credit Agreement Commitment Amount and New Third Lien Notes Offering

(a) Each Eligible Investor shall be granted a right (the "**New Credit Facility Commitment Privilege**"), but not an obligation, to participate in the New First Lien Credit Facility by committing to the New First Lien Credit Agreement a commitment amount (the "**Electing Eligible Investor Credit Facility Commitment Amount**") in an aggregate principal amount equal to (i) its Pro Rata Share of the New Credit Facility Privilege Commitment Amount or (ii) if all Electing Eligible Investors do not exercise their New Credit Facility Commitment Privileges, its Adjusted Pro Rata Share of the New Credit Facility Privilege Commitment Amount, as applicable, with such commitment to be conditional upon the implementation of the Plan and effective on the Plan Implementation Date in accordance with Section 7.2.

(b) Each Eligible Investor shall be granted a right (the "**New Third Lien Subscription Privilege**"), but not an obligation, to participate in the New Third Lien Notes Offering by irrevocably electing, in accordance with the Election Form and the provisions of the Plan to subscribe for and purchase from Wireless, SpecCo or NetworkCo, as the case may be, New Third Lien Notes in an aggregate principal amount equal to (i) its Pro Rata Share of the New Third Lien Privilege Notes or (ii) if all Electing Eligible Investors do not exercise their New Third Lien Subscription Privilege, its Adjusted Pro Rata Share of the New Third Lien Privilege Notes, as applicable, with such subscription and purchase to be conditional upon the implementation of the Plan and effective on the Plan Implementation Date in accordance with Section 7.2.

(c) Pursuant to and in accordance with the Plan Filing and Meeting Order, Wireless or the Monitor shall deliver an election form ("**Election Form**") to each Eligible Investor, as of the Record Date, together with instructions to deliver such Election Form to the Beneficial First Lien Noteholders to the extent such Eligible Investor is not also the beneficial holder of such First Lien Notes. In order to elect to exercise its New Credit Facility Commitment Privilege and New Third Lien

Subscription Privilege, each Eligible Investor shall return, or caused to be returned, the duly executed Election Form to Wireless or the Monitor or as Wireless or the Monitor may direct on or before the Election Date.

(d) In accordance with the terms and conditions of the Backstop Agreement, the New First Lien Credit Agreement and the Plan, the Plan Sponsor shall participate in the New First Lien Credit Facility and shall commit to a commitment amount under the New First Lien Credit Agreement (the "**Remaining New Credit Facility Commitment Backstop Amount**") equal to the amount calculated as follows: (i) the New Credit Facility Commitment Backstop Amount minus (ii) the New Credit Facility Commitment Backstop Amount Reduction.

(e) In accordance with the terms and conditions of the Backstop Agreement, the New Third Lien Notes Indenture and the Plan, the Plan Sponsor shall participate in the New Third Lien Notes Offering and shall subscribe for and purchase New Third Lien Notes in an aggregate principal amount equal to the amount (the "**New Third Lien Notes Backstop Payment Amount**") calculated as follows: (i) the New Third Lien Notes Backstop Amount, minus (ii) the New Third Lien Notes Backstop Amount Reduction.

(f) Following the issuance of the Sanction Order, but in any event by 5.00 p.m. on the tenth Business Day prior to the expected Plan Implementation Date, Wireless and the Plan Sponsor shall inform each Electing Eligible Investor:

(i) of the expected Plan Implementation Date;

(ii) of the number of New Third Lien Notes that, subject to compliance with the procedures described in the Plan, will be acquired by such Electing Eligible Investor on the Plan Implementation Date pursuant to the New Third Lien Subscription Privilege;

(iii) of the amount of funds (in cash) required to be deposited in escrow with the Trust Company by such Electing Eligible Investor to pay its subscription price to purchase its New Third Lien Notes pursuant to the New Third Lien Subscription Privilege (the "**Electing Eligible Investor Funding Amount**"); and

(iv) of its Electing Eligible Investor Credit Facility Commitment Amount.

(g) Each Electing Eligible Investor must deposit its Electing Eligible Investor Funding Amount in escrow with the Trust Company so that it is received by the Trust Company by no later than 11:00 a.m. on the seventh Business Day prior to the expected Plan Implementation Date (the "**Electing Eligible Investor Funding Deadline**"). If an Electing Eligible Investor deposits less than the full amount of its Electing Eligible Investor Funding Amounts by the Electing Eligible Investor Funding Deadline, then (i) the funds so deposited by such Electing Eligible Investor shall be returned to such Electing Eligible Investor within five Business Days following the Electing Eligible Investor Funding Deadline; and (ii) such

Electing Eligible Investor shall be and shall be deemed to have ceased, as of the Electing Eligible Investor Funding Deadline, to be an Electing Eligible Investor and (A) its subscription for New Third Lien Notes pursuant to the New Third Lien Subscription Privilege shall be null and void and (B) its Electing Eligible Investor Credit Facility Commitment Amount shall be null and void and (iii) the New Credit Facility Commitment Privilege and New Third Lien Subscription Privilege of such former Electing Eligible Investor shall be offered to the other Electing Eligible Investors who have complied with the provisions of this Section 5.2(g) in accordance with the procedures to be determined by the Monitor. Interest shall accrue on the Electing Eligible Investor Funding Amounts deposited in accordance with this Section 5.2(g) at the same rate of interest payable under the Third Lien Notes and shall be payable (x) if the Plan is approved by the Required Majority and sanctioned by the Court, in accordance with the terms of the of the Third Lien Notes Indenture, or (y) if the Plan is not approved by the Required Majority or not sanctioned by the Court, upon return of the Electing Eligible Investor Funding Amounts.

(h) As soon as practicable but in any event no later than 11:00 a.m. on the day that is one Business Day after the Electing Eligible Investor Funding Deadline, Wireless shall inform the Plan Sponsor:

(i) of the Remaining New Credit Facility Commitment Backstop Amount;

(ii) of the number of New Third Lien Notes (the "**Backstopped New Third Lien Notes**") to be acquired by the Plan Sponsor pursuant to the Backstop Agreement and the Plan;

(iii) of the New Third Lien Notes Backstop Payment Amount; and

(iv) that the Plan Sponsor is required to deposit funds (in cash or a letter of credit) in an amount equal to the New Third Lien Notes Backstop Payment Amount in escrow with the Trust Company by the Backstop Funding Deadline.

(i) The Plan Sponsor shall deliver to the Trust Company and the Trust Company shall have received, not later than 2:00 p.m. on the day that is two Business Days prior to the expected Plan Implementation Date (the "**Backstop Funding Deadline**"), either:

(i) cash in an amount equal to the full amount of the New Third Lien Notes Backstop Payment Amount; or

(ii) a letter of credit, in form and substance reasonably satisfactory to Wireless, having a face amount equal to the New Third Lien Notes Backstop Payment Amount, and issued by a financial institution having an equity market capitalization of at least $10,000,000,000 and a credit rating on its senior debt of at least A+ from Standard & Poor's or [**A2**] from Moody's, in each case to be held by the Trust Company until all conditions to the New Third Lien Notes Offering have been satisfied or waived in accordance with the Backstop Agreement and with irrevocable instructions to use such cash or letter of credit, as applicable, to the extent required to enable the Plan Sponsor to comply with its obligations to purchase the Backstopped New Third Lien Notes in accordance with the terms and conditions of the Backstop Agreement and the Plan.

(j) An Electing Eligible Investor who complies with Section 5.2(g) (the "**Participating Eligible Investor**") shall participate in the New Third Lien Notes Offering and shall be and shall be deemed to have subscribed for New Third Lien Notes in an amount equal to the Electing Eligible Investor Funding Amount deposited in escrow with the Trust Company by that Participating Eligible Investor in accordance with Section 5.2(g) (the "**Participating Eligible Investor New Third Lien Notes**").

(k) The Plan Sponsor shall subscribe and shall be deemed to have subscribed for the Backstopped New Third Lien Notes.

(l) On the Plan Implementation Date and in accordance with the steps and sequence as set forth in the Plan, each Electing Eligible Investor who elects to exercise its New Credit Facility Commitment Privilege in accordance with Section 5.2 and the Plan Filing and Meeting Order shall receive one New Credit Agreement Lender Right entitling it to automatically receive on the First Drawdown Date at no additional cost its Pro Rata Share of New Credit Agreement Lenders New Common Shares provided that on the First Drawdown Date it is a lender and funds its portion of the first advance under the New First Lien Credit Agreement.

(m) On the Plan Implementation Date and in accordance with the steps and sequence as set forth in the Plan, each Participating Eligible Investor shall receive its Pro Rata Share of New Third Lien Noteholders New Common Shares.

5.3 Distributions Regarding Unresolved Claims

An Affected Creditor holding an Unresolved Claim will not be entitled to receive a distribution under the Plan in respect of any portion thereof unless and until such Unresolved Claim becomes a Proven Distribution Claim.

5.4 Payment of Unaffected Claims

The Claims listed in paragraphs <@> and <@> in the definition of Unaffected Claims shall be paid forthwith on or after the Plan Implementation Date by the Plan Entities, on behalf of the Plan Entities. To the extent that the value of an Unaffected Claim is at issue, the Monitor shall attempt to resolve such Unaffected Claim and may seek the advice and direction of the Court in connection therewith. Any outstanding Post-Filing Claims shall be paid by the Plan Entities. With respect to the Claims listed in paragraph <@> of the definition of Unaffected Claims, such Unaffected Claims shall be paid in full within six months after the date of the Sanction Order.

5.5 Cancellation of Instruments

Following completion of the steps in the sequence set forth in Section 7.2, all Notes, debentures, certificates, agreements, invoices and other instruments evidencing Affected Claims will not entitle any holder thereof to any compensation or participation other than as expressly provided for in the Plan and will be cancelled and will be null and void.

5.6 Issuance of New Common Shares

All New Common Shares issued and outstanding as part of the implementation of the Plan shall be and shall be deemed to be issued and outstanding as fully-paid and non-assessable. The amount added to the stated capital of the New Common Shares as a result of the issuance of New Common Shares in accordance with the Plan shall be equal to the fair market value of the consideration received by Wireless for the issuance of such New Common Shares.

5.7 Taxes

In connection with the Plan and all distributions hereunder, the Plan Entities shall, to the extent applicable, comply with all Tax withholding and reporting requirements imposed by any Law of a federal, state, provincial, local, or foreign taxing authority, and all distributions hereunder shall be subject to, and made net of, any such withholding and reporting requirements. Notwithstanding any other provision of the Plan: (a) each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed by any Governmental Entity, including income, withholding and other Tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such Affected Creditor pursuant to the Plan unless and until such Affected Creditor has made arrangements satisfactory to the Monitor for the payment and satisfaction of any such Tax obligations which could result in a Tax liability for the Monitor and/or the Plan Entities. Any distributions to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as Undeliverable Distributions pursuant to Section 5.8.

5.8 Undeliverable Distributions

If a distribution to any Affected Creditor in respect of its Proven Distribution Claim is returned as undeliverable (that is for greater certainty that cannot be properly registered or delivered to the intended recipient because of inadequate or incorrect registration or delivery information or otherwise) (each, an "**Undeliverable Distribution**"), no further delivery will be required unless and until the Monitor is notified in writing of such Affected Creditor's then current address. Any obligation to an Affected Creditor relating to an Undeliverable Distribution will expire [six months/365 days] after the date of such distribution, after which date any liability to such Affected Creditor under the Plan will be fully, finally, irrevocably and forever compromised, barred, discharged, released, cancelled and extinguished with prejudice and without compensation notwithstanding any federal, provincial, or state laws to the contrary. In addition, following that date, the Plan Entities and the Monitor shall not be liable to any Affected Creditor or any other Person for any damages related to the Undeliverable Distribution. No interest shall be payable in respect of an Undeliverable Distribution.

5.9 Recognition of Assignments

(a) ***Assignment of First Lien Noteholder Claims Prior to the Meetings*** – Subject to the transfer restrictions contained in the First Lien Note Indenture, a First Lien Noteholder may transfer or assign the whole or a part of its First Lien Noteholder Claim prior to the Meetings, provided that the Plan Entities shall not be obliged to deal with any such transferee or assignee as a First Lien Noteholder in respect thereof, including allowing such transferee or assignee to attend or vote at the Meetings, unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Plan Entities by no later than 10:30 a.m. on the second Business Day before the Meetings (and any adjournment thereof). Thereafter, such transferee or assignee shall, for all purposes in accordance with the Plan, constitute a First Lien Noteholder and shall be bound by any and all notices previously given to the transferor or assignor in respect of such First Lien Noteholder Claim.

(b) ***Assignment of Existing Second Lien Noteholder Claims Prior to the Undersecured Noteholders Meeting*** – Subject to the transfer restrictions contained in the Existing Second Lien Note Purchase Agreement, an Existing Second Lien Noteholder may transfer or assign the whole or a part of its Existing Second Lien Noteholder Claim prior to the Undersecured Noteholders Meeting, provided that the Plan Entities shall not be obliged to deal with any such transferee or assignee as an Existing Second Lien Noteholder in respect thereof, including allowing such transferee or assignee to attend or vote at the Undersecured Noteholders Meeting, unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Plan Entities by no later than 10:30 a.m. on the second Business Day before the Undersecured Noteholders Meeting (and any adjournment thereof). Thereafter, such transferee or assignee shall, for all purposes in accordance with the Plan, constitute an Existing Second Lien Noteholder and shall be bound by any and all notices previously given to the transferor or assignor in respect of such Existing Second Lien Noteholder Claim.

ARTICLE 6
TREATMENT OF FIRST LIEN NOTEHOLDERS, EXISTING SECOND LIEN NOTEHOLDERS AND EXISTING EQUITY HOLDERS

6.1 Treatment of First Lien Noteholders

(a) On the Plan Implementation Date and in accordance with the steps and sequence as set forth in the Plan, each First Lien Noteholder shall receive from Wireless in exchange for the right, title and interest in and to all of its First Lien Noteholder Claim:

(i) in respect of the Secured Portion of its First Lien Noteholder Claim:

(A) its Pro Rata Share of First Lien Secured Noteholders New Common Shares;

(B) its Pro Rata Share of New Second Lien Notes;

(C) its New Credit Facility Commitment Privilege; and

(D) its New Third Lien Subscription Privilege; and

(ii) in respect of the Undersecured Portion of its First Lien Noteholder Claim its Pro Rata Share of Undersecured Noteholders New Common Shares.

(b) After giving effect to the terms of Section 6.1(a), each First Lien Noteholder shall, and shall be deemed to, have irrevocably and finally extinguished all of its right, title and interest in and to its First Lien Notes through exchange of the Secured Portion and Undersecured Portion of its First Lien Noteholder Claim, as contemplated in Sections 6.1(a) and the Plan Entities shall have no further indebtedness, liability or obligation to any of the First Lien Noteholders in respect of the First Lien Notes or the distribution contemplated by this Section 6.1.

(c) On the Plan Implementation Date and in accordance with the steps and sequence as set forth in the Plan, (i) each Participating Eligible Investor shall receive its Participating Eligible Investor New Third Lien Notes, (ii) the Plan Sponsor shall receive the Backstopped New Third Lien Notes, (iii) each Electing Investor shall be committed to its Electing Eligible Investor Credit Facility Commitment Amount and (iv) the Plan Sponsor shall be committed to the Remaining New Credit Facility Commitment Backstop Amount.

6.2 Treatment of Existing Second Lien Noteholders

(a) On the Plan Implementation Date and in accordance with the steps and sequence as set forth in the Plan, each Existing Second Lien Noteholder shall receive from Wireless in exchange for the right, title and interest in and to all of its Existing Second Lien Noteholder Claim its Pro Rata Share of Undersecured Noteholders New Common Shares.

(b) After giving effect to the terms of Section 6.2(a), each Existing Second Lien Noteholder shall, and shall be deemed to, have irrevocably and finally extinguished all of its right, title and interest in and to its Existing Second Lien Notes through exchange of its Existing Second Lien Noteholder Claim, as contemplated in Section 6.2(a) and the Plan Entities shall have no further indebtedness, liability or obligation to any of the Existing Second Lien Noteholders or the Existing Second Lien Collateral Agent in respect of the Existing Second Lien Notes or the distribution contemplated by this Section 6.2(b).

6.3 Application of Distributions

All amounts paid or payable hereunder on account of Proven Distribution Claims, (including, for greater certainty, any securities received hereunder, or any set-off, in satisfaction of such Proven Distribution Claims) shall be applied as follows: (i) first, in respect of the principal amount of the obligations to which such Proven Distribution Claims relate, (ii) second, if such principal amounts have been fully repaid, in respect of any accrued but unpaid interest on such obligations and (iii) third, if such accrued but unpaid interest on such obligations have been fully repaid, in respect of fees, penalties, indemnities, reimbursements, damages and other liabilities payable on such obligations.

6.4 Treatment of Equity Claims

(a) Pursuant to the Plan and in accordance with the steps and sequences set forth herein the Existing Equity Holders will not be entitled to any distributions under the Plan or any other compensation from the Plan Entities on account of their Equity Claims in connection with or as a result of the Transactions. All Existing Shares (other than Existing Shares held by Holdings) and Existing Share Options shall be cancelled and shall be deemed to be cancelled without the need for any repayment of capital thereof or any other compensation therefor and for greater certainty no Existing Equity Holders shall be entitled to receive any interest, dividends, premium or other payment in connection therewith.

(b) Pursuant to the Plan and in accordance with the steps and sequences set forth herein on the Plan Implementation Date all Existing Shares held by Holdings shall be exchanged for Holdings New Common Shares.

6.5 Treatment of Holdings Intercompany Claims

Except as set out in Section 7.2(i), pursuant to the Plan and in accordance with the steps and sequences set forth herein Holdings will not be entitled to any distributions under the Plan or any other compensation from the Plan Entities on account of Holdings Intercompany Claims in connection with or as a result of the Transactions.

ARTICLE 7
RESTRUCTURING AND PLAN IMPLEMENTATION

7.1 Corporate and Other Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan involving corporate or other action of the Applicants will occur and be effective as of the Plan Implementation Date in the sequence set out in Section 7.2, and will be authorized and approved under the 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 the shareholders of any Applicant or any of their directors or officers. All necessary approvals to take actions, if required, shall be deemed to have been obtained from the directors and officers or the shareholders of the relevant Applicants, 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 taking of any such steps or actions contemplated by the Plan shall be effective and shall be and shall be deemed to have no force or effect.

7.2 Steps To Be Taken on the Plan Implementation Date

Commencing at the Effective Time, the following events or transactions will occur, or be deemed to have occurred and be taken and effected, in the following order and at the times set out in this Section 7.2 (or in such other manner or order or at such other time or times as Wireless and the Plan Sponsor may agree), without any further act or formality required on the part of any Person, except as may be expressly provided herein

(a) The Shareholders' Agreements and the Support Agreements shall be and shall be deemed cancelled and terminated.

(b) The New Second Lien Indenture shall become effective and the New Second Lien Notes issued thereunder in step <@> below shall be governed by the New Second Lien Indenture and the indebtedness, liabilities and obligations of Wireless shall be secured by the Holdings Second Lien Security and the other guarantees and second ranking security agreements contemplated in the New Second Lien Indenture (collectively, the "**New Second Lien Security Documents**"). The New Second Lien Security Documents shall become effective. The New Second Lien Indenture shall be and shall be deemed to be binding on all holders of the New Second Lien Notes pursuant to the Plan at the same time as the New Second Lien Indenture becomes effective.

(c) The Holdings Existing Security shall (i) cease, and shall be deemed to have ceased, to apply to the indebtedness, liabilities and obligations of Wireless under the First Lien Note Indenture, First Lien Notes, Existing Second Lien Note Purchase Agreement and Existing Second Lien Notes, (ii) apply, and shall be deemed to apply, to the indebtedness, liabilities and obligations of Wireless under the New Second Lien Indenture and the New Second Lien Notes, *mutatis mutandis*, with such changes to the Holdings Existing Security as may be necessary or desirable to reflect the terms and conditions set out in the Recapitalization Transaction Term Sheet and the Plan and such other changes as may be acceptable to the Plan Sponsor, and for greater certainty shall include a pledge of the New Common Shares held by Holdings (the "**Holdings Second Lien Security**"). The Holdings Second Lien Security shall be and shall be deemed to be effective and binding upon Holdings.

(d) The New Third Lien Notes Indenture shall become effective and the New Third Lien Notes issued thereunder in step <@> below shall be governed by the New Third Lien Notes Indenture and the indebtedness, liabilities and obligations of Wireless, SpecCo or NetworkCo, as the case may be, shall be secured by the guarantees and second and third ranking security agreements contemplated in the New Third Lien Notes Indenture (the "**New Third Lien Notes Security Documents**"). The New Third Lien Notes Security Documents shall become effective. The New Third Lien Notes Indenture shall be and shall be deemed to be binding on all holders of the New Third Lien Notes pursuant to the Plan at the same time as the New Third Lien Notes Indenture becomes effective.

(e) The following shall occur concurrently:

(i) All Existing Shares (other than Existing Shares held by Holdings) shall be and shall be deemed to be cancelled without the need for any repayment of capital thereof or any other compensation therefor and for greater certainty no Existing Equity Holders shall be entitled to receive any interest, dividends, premium or other payment in connection therewith.

(ii) Pursuant to the Plan and in accordance with the steps and sequences set forth herein on the Plan Implementation Date all Existing Shares held by Holdings shall be and shall be deemed to be exchanged for Holdings New Common Shares as follows: (A) all Existing Shares held by Holdings shall be cancelled without the need for any repayment of capital thereof or any other compensation therefor and for greater certainty Holdings shall not be entitled to receive any interest, dividends, premium or other payment in connection therewith, (B) the Holdings New Common Shares shall be issued by Wireless to Holdings, (C) Wireless shall deliver to Holdings a certificate representing the Holdings New Common Shares based on registration and delivery instructions received by the Monitor from Holdings not less than <@> Business Days prior to the Plan Implementation Date or further Order of the Court.

(iii) All Existing Share Options shall be cancelled and shall be deemed to be cancelled without the need for any repayment of capital thereof or any other compensation therefor and shall cease to be of any further force or effect.

(iv) All Equity Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any consideration or distributions therefor.

(f) The following shall occur concurrently:

(i) In exchange for, and in full and final settlement of, the First Lien Noteholders' First Lien Noteholders Claims as at the Plan Implementation Date:

(A) Wireless shall issue to each First Lien Noteholder in respect of the Secured Portion of its First Lien Noteholder Claim:

(I) its Pro Rata Share of the First Lien Secured Noteholders New Common Shares in accordance with Section 6.1(a)(i); and

(II) its Pro Rata Share of New Second Lien Notes in accordance with Section 6.1(a)(i); and

(B) Wireless shall issue to each First Lien Noteholder in respect of the Undersecured Portion of its First Lien Noteholder Claim its Pro

Rata Share of the Undersecured Noteholders New Common Shares in accordance with Section 6.1(a)(ii).

Upon issuance of the First Lien Secured Noteholders New Common Shares, the New Second Lien Notes and such Undersecured Noteholders New Common Shares, the First Lien Noteholders' First Lien Noteholder Claims shall be and shall be deemed to be irrevocably and finally extinguished and each First Lien Noteholder shall have no further right, title or interest in and to the First Lien Notes, the First Lien Notes Indenture or its First Lien Noteholder Claims.

(ii) In exchange for, and in full and final settlement of, the Existing Second Lien Noteholders' Existing Second Lien Noteholder Claims as at the Plan Implementation Date Wireless shall issue to each Existing Second Lien Noteholder its Pro Rata Share of Undersecured Noteholders New Common Shares. Upon issuance of the Undersecured Noteholders New Common Shares, the Existing Second Lien Noteholders' Existing Second Lien Noteholder Claims shall be and shall be deemed to be irrevocably and finally extinguished and each Existing Second Lien Noteholder shall have no further right, title or interest in and to the Existing Second Lien Notes, the Existing Second Lien Notes Indenture or its Existing Second Lien Noteholder Claims.

(g) The Notes and the Indentures and Funding Agreements will not entitle any Noteholder to any compensation or participation other than as expressly provided for in the Plan and shall be and shall be deemed to be cancelled and will thereupon be null and void, and the indebtedness, liabilities and obligations of the Plan Entities thereunder or in any way related thereto shall be and shall be deemed to be satisfied and discharged.

(h) The following shall occur concurrently:

(i) The elections and the subscriptions of the Participating Eligible Investors with respect to the New Third Lien Subscription Privilege made in accordance with Section 5.2(b) shall be effective and the Trust Company shall cease to hold the Electing Eligible Investors Aggregate Funding Amounts in trust for and on behalf of the Participating Eligible Investors, and shall hold, and shall be deemed to be holding, the Electing Eligible Investors Aggregate Funding Amounts in trust for and on behalf of Wireless, SpecCo or NetworkCo, as the case may be, and shall pay to Wireless, SpecCo or NetworkCo, as the case may be, the Electing Eligible Investors Aggregate Funding Amount.

(ii) Wireless, SpecCo or NetworkCo, as the case may be, shall issue to each Participating Eligible Investor its Participating Eligible Investor New Third Lien Notes in accordance with Section 6.1(c) in consideration for its Electing Eligible Investor Funding Amount, which Participating Eligible

Investor New Third Lien Notes shall be distributed in the manner described in Section 5.1.

(iii) The subscriptions of the Plan Sponsor with respect to the Backstopped New Third Lien Notes made in accordance with Section 5.2(e) shall be effective and the Trust Company shall cease to hold the New Third Lien Notes Backstop Payment Amount in trust for and on behalf of the Plan Sponsor, and shall hold, and shall be deemed to be holding, the New Third Lien Notes Backstop Payment Amount in trust for and on behalf of Wireless, SpecCo or NetworkCo, as the case may be, and shall pay to Wireless, SpecCo or NetworkCo, as the case may be, the New Third Lien Notes Backstop Payment Amount.

(iv) Wireless, SpecCo or NetworkCo, as the case may be, shall issue to the Plan Sponsor the Backstopped New Third Lien Notes in accordance with Section 6.1(c) in consideration for its New Third Lien Notes Backstop Payment Amount, which Backstopped New Third Lien Notes shall be distributed in the manner described in Section 5.1.

(i) Wireless shall issue to each Electing Eligible Investor who elects to exercise its New Credit Facility Commitment Privilege in accordance with Section 5.2 and the Plan Filing and Meeting Order one New Credit Agreement Lender Right entitling it to automatically receive on the First Drawdown Date at no additional cost its Pro Rata Share of New Credit Agreement Lenders New Common Shares provided that on the First Drawdown Date it is a lender and funds its portion of the first advance under the New First Lien Credit Agreement.

(j) Wireless shall issue to each Participating Eligible Investor its Pro Rata Share of New Third Lien Noteholders New Common Shares.

(k) The following transactions shall be and shall be deemed to be carried out in sequence:

(i) Holdings shall incorporate Subco under the OBCA;

(ii) Holdings shall transfer, assign and convey the Holdings Intercompany Claims to Subco at fair market value in consideration for a convertible promissory note, in a form satisfactory to the Plan Sponsor, issued by Subco (the "**Subco Note**");

(iii) Holdings shall exercise its option under the Subco Note to convert the Subco Note into additional common shares in the capital of Subco; and

(iv) Holdings shall transfer, assign and convey 100% of its shares of Subco to Wireless for [one] additional New Common Share.

(l) All contract defaults arising as a result of the CCAA Proceedings and the filing and implementation of the Plan shall be and shall be deemed to be cured.

(m) The Court Charges shall be released, discharged and terminated in respect of the Plan Entities and their respective assets, properties and undertakings.

(n) The Existing Security shall be, and shall be deemed to be, irrevocably released, discharged and terminated without the need for any further action by any First Lien Noteholder, the First Lien Trustee, any Existing Second Lien Noteholder, the Existing Second Lien Collateral Agent or any other Person.

(o) The DIP Agreement shall be and shall be deemed to be amended such that the Plan Entities are released from their indebtedness, liabilities and obligations thereunder and the DIP Agreement ceases to be binding upon or of any force or effect on the Plan Entities and Holdings shall execute and shall be deemed to have executed such documents as may be necessary or advisable to give effect to the foregoing.

(p) The <@> Articles of Reorganization shall become effective.

(q) The New First Lien Credit Agreement shall become effective and the indebtedness, liabilities and obligations of Wireless and SpecCo shall be secured by the guarantees and first ranking security agreements contemplated in the New First Lien Credit Agreement (the "**New Credit Agreement Security Documents**"). The New First Lien Credit Agreement shall be and shall be deemed to be binding on all Plan Entities party thereto at the same time as the New First Lien Credit Agreement becomes effective. The Electing Eligible Investor Credit Facility Commitment Amount of each Electing Eligible Investor and the Remaining New Credit Facility Commitment Backstop Amount of the Plan Sponsor shall be and shall be deemed to be binding on them at the same time as the New First Lien Credit Agreement becomes effective. The New Credit Agreement Security Documents shall become effective.

(r) The Plan Sponsor shall pay the applicable amount of the Plan Sponsor Purchase Offer Consideration to each First Lien Noteholder whose First Lien Notes are validly tendered pursuant to the Plan Sponsor Purchase Offer and accepted by the Plan Sponsor and in accordance the payment details set out in each such First Lien Noteholder's completed Election Form.

(s) [The Plan Sponsor shall undertake not to pursue any relief under the Plan Sponsor Oppression Claim against the Plan Entities and any individual acting in his or her capacity as a Director or Officer.]

(t) Wireless shall pay the Plan Sponsor Fee to the Plan Sponsor.

(u) The New Shareholders' Agreement shall become effective and Holdings shall execute and shall be deemed to have executed such documents as may be necessary or advisable to give effect to the foregoing.

(v) The Intercreditor Agreement shall be cancelled and terminated.

(w) The New Intercreditor Agreement shall become effective.

(x) All of the releases set out in the Plan (except as otherwise expressly provided) will be effected and all Affected Claims and other matters and claims to be released shall be satisfied extinguished, released and forever barred with prejudice.

(y) The directors of Wireless and any Subsidiaries of Wireless shall and shall be deemed to have resigned and the New Boards shall and shall be deemed to have been appointed.

7.3 Post-Implementation Matters

(a) The Monitor shall complete the resolution of the Unresolved Claims in accordance with the Plan Filing and Meeting Order, the Sanction Order and the Plan and complete any remaining distributions to Affected Creditors of the Plan Entities holding Proven Distribution Claims.

(b) The Monitor shall be empowered and authorized to retain such advisors and legal counsel in Canada and in other jurisdictions as it deems necessary and advisable and to pay for such advisors and counsel from <@>.

ARTICLE 8
SANCTION ORDER AND PLAN IMPLEMENTATION

8.1 Application for Sanction Order

If the Plan is approved by the Required Majority in each Class, the Plan Sponsor shall apply to the Court for the Sanction Order. The Plan Sponsor shall use its commercially reasonable efforts to obtain the Sanction Order on or before <@>. Subject to the Sanction Order being granted and the satisfaction or waiver by the applicable Parties of the Conditions Precedent set out in Section 8.3, the Plan will be implemented by the Applicants as provided in Section 7.2.

8.2 Effect of Sanction Order

In addition to sanctioning the Plan, the Plan Sponsor will seek a Sanction Order that will, without limitation to any other terms that it may contain:

(a) confirm that the Meetings have been duly called and held in accordance with the Plan Filing and Meeting Order;

(b) declare that (i) the Plan has been approved by the Required Majority in each Class in conformity with the CCAA; (ii) the Plan Entities have complied with the provisions of the CCAA and the Orders in all respects; (iii) the Court is satisfied that the Plan Entities have not done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the Transactions are fair and reasonable;

(c) declare that as of the Plan Implementation Date, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases, cancellations, terminations, repudiations, resiliations and the restructuring effected thereby, including the Transactions, are sanctioned and approved and will be binding and effective as herein set out upon the Applicants, all Affected Creditors and all other Persons affected by the Plan;

(d) declare that the compromises, arrangements, discharges and the releases referred to in the Plan (except as otherwise expressly provided) are approved and shall become binding and effective in accordance with the Plan;

(e) declare that the steps to be taken and the compromises and releases to be effected on the Plan Implementation Date are deemed to occur and be effected in the sequential order contemplated by Section 7.2 on the Plan Implementation Date, beginning at the Effective Time;

(f) release, discharge and terminate the Court Charges in respect of the Plan Entities and their respective assets, properties and undertakings on the Plan Implementation Date;

(g) release, discharge and terminate the Existing Security on the Plan Implementation Date;

(h) compromise, discharge and release the Plan Entities from any and all Affected Claims and declare that the ability of any Person to proceed against the Plan Entities in respect of or relating to any such Affected Claims shall be forever discharged, extinguished, released and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims shall be permanently stayed against the Plan Entities, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;

(i) authorize and direct Holdings to (i) incorporate Subco under the OBCA; (ii) transfer the Holdings Intercompany Claims to Subco at fair market value in consideration for the Subco Note, (iii) convert the Subco Note into additional Subco Common Shares, and (iv) transfer 100% of its shares of Subco to Wireless for [one] additional New Common Share, and declare that all rights, remedies and proceedings with respect to, in connection with or relating to the Holdings Intercompany Claims shall be permanently stayed against the Plan Entities;

(j) declare that any Claims for which a Proof of Claim or Noteholder Notice of Dispute has not been filed by the Claims Bar Date shall be forever barred, extinguished and released with prejudice;

(k) declare that, subject to the performance by the Plan Entities of the obligations under the Plan, except as otherwise contemplated in the Plan, all obligations, contracts, agreements, leases or other arrangements to which any one of the Plan Entities is a party shall be and remain in full force and effect, unamended, as at the Plan Implementation Date and no party to any such obligation or agreement shall on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:

(i) of any event which occurred prior to, and not continuing after, the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;

(ii) that the Applicants have sought or obtained relief or have taken steps as part of the Plan or under the CCAA;

(iii) of any default or event of default arising as a result of the financial condition or insolvency of the Applicants;

(iv) of the effect upon the Applicants of the completion of any of the Transactions; or

(v) of any compromises, settlements, restructurings and releases effected pursuant to the Plan;

(l) declare that all First Lien Notes purchased from any First Lien Noteholder by the Plan Sponsor pursuant to the Purchase Auction shall be:

(i) acquired with good and marketable rights in such First Lien Notes free and clear of any Liens;

(ii) freely voteable in the Meetings without any limitations or restrictions of any nature; and

(iii) free from and no longer subject to any Support Agreement, and without limiting the foregoing, no agreements or restrictions shall in any way limit or restrict the sale and purchase of such First Lien Notes hereunder or the participation of the Plan Sponsor in the CCAA Proceedings in respect of such First Lien Notes and associated First Lien Noteholder Claims.

(m) authorize the Monitor to perform its functions and fulfil its obligations under the Plan to facilitate the implementation of the Plan and expand the powers of the Monitor to perform its obligations under the Plan, including to (i) resolve any Unresolved Claims, (ii) pay the Unaffected Claims (including, to resolve any unresolved Unaffected Claims) in accordance with the Plan, (iii) take all appropriate steps to collect all refunds, dividends, distributions or other amounts payable to the Plan Entities, (iv) implement a claims process to determine and resolve any Post-Filing Claim which is to be paid by the Plan Entities, and (v) such other powers as may be granted by the Court from time to time;

(n) declare that the Stay of Proceedings under the Initial Order continues until the discharge of the Monitor;

(o) pursuant to section 186 of the OBCA, declare that the articles of <@> be amended pursuant to the <@> Articles of Reorganization;

(p) declare that (i) the New Common Shares and the Subco Common Shares shall be validly created, issued and outstanding as fully-paid and non-assessable as of the Effective Time and (ii) the New Second Lien Notes, New Third Lien Notes and New Credit Agreement Lender Rights shall be validly created, issued and outstanding;

(q) declare that (i) the Holdings Existing Security shall (A) cease, and shall be deemed to have ceased, to apply to the indebtedness, liabilities and obligations of Wireless under the First Lien Note Indenture, First Lien Notes, Existing Second Lien Note Purchase Agreement and Existing Second Lien Notes, (B) apply, and shall be deemed to apply, to the indebtedness, liabilities and obligations of Wireless under the New Second Lien Indenture and the New Second Lien Notes, mutatis mutandis, with such changes to the Holdings Existing Security as may be necessary or desirable to reflect the terms and conditions set out in the Recapitalization Transaction Term Sheet and the Plan and such other changes as may be acceptable to the Plan Sponsor, and for greater certainty shall include a pledge of the New Common Shares held by Holdings, and (ii) the Holdings Second Lien Security shall be and shall be deemed to be effective and binding upon Holdings;

(r) provide that section 36.1 of the CCAA, sections 95 to 101 of the BIA and any other federal or provincial Law relating to preferences, fraudulent conveyances, transfers at undervalue, or oppression shall not apply to the Plan or to any payments or distributions made in connection with the restructuring and recapitalization of the Plan Entities, whether before or after the Filing Date, including to any and all of the payments, distributions or transactions, contemplated by and to be implemented pursuant to the Plan;

(s) provide that the Chief Restructuring Officer shall be discharged and released from its obligations on the Plan Implementation Date;

(t) discharge and release any liability of Directors and Officers in accordance with the release set out in Section 9.3(a) and declare that the ability of any Person to proceed against them in respect of or relating to any Affected Claims shall be forever discharged, extinguished, released and restrained;

(u) declare the releases referred to in Section 9.3 are approved and shall become binding and effective in accordance with the Plan;

(v) confirm the releases contemplated in the Plan;

(w) stay the commencing, taking, applying for, issuing or continuing any and all steps or proceedings, including administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any of the Released Parties in respect of any matter released pursuant to the Plan;

(x) declare that the Shareholders' Agreements and the Support Agreements shall be and shall be deemed cancelled and terminated;

(y) declare that the DIP Agreement shall be and shall be deemed to be amended such that the Plan Entities are irrevocably released and discharged from their indebtedness, liabilities and obligations thereunder and the DIP Agreement ceases to be binding upon or of any force or effect on the Plan Entities;

(z) authorize and direct Holdings to execute and deliver all such documents and instruments and do all such acts and things as may be requested by the Plan Sponsor with the approval of the Monitor to carry out the full intent and meaning of the Plan and to give effect to the Transactions;

(aa) without limiting any provision of the Plan or any Order that deems any transaction or event to occur without further formality, authorize and direct the Chief Restructuring Officer for and on behalf of Holdings to execute and deliver all such documents and instruments and do all such acts and things as may be requested by the Plan Sponsor with the approval of the Monitor to carry out the full intent and meaning of the Plan and to give effect to the Transactions;

(bb) authorize the Plan Entities, the Monitor and the Plan Sponsor to apply to the Court for advice and direction in respect of any matter arising from or under the Plan; and

(cc) authorize and direct the Monitor to apply to the Court for its discharge.

8.3 Conditions to Plan Implementation

The implementation of the Plan is subject to the satisfaction or waiver of the following Conditions Precedent prior to or at the Effective Time:

(a) the Plan, the Sanction Order, and all definitive legal documentation in connection with all of the foregoing, including the Transactions, shall be in a form agreed by the Plan Sponsor;

(b) the Plan shall have been approved and sanctioned by the Court, and the Sanction Order shall be in full force and effect and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been finally disposed of by the applicable appellate court;

(c) the amount of non-capital losses (for purposes of the Canadian Tax Act and any relevant provincial taxing statute) of the Plan Entities available after the implementation of the Plan is satisfactory to the Plan Sponsor;

(d) all filings under applicable Laws shall have been made and any material regulatory consents or approvals that are required in connection with the Transactions shall have been obtained on terms satisfactory to the Plan Sponsor;

(e) all conditions of closing under the Backstop Agreement shall have been satisfied or waived by the applicable parties in accordance with the terms of the Backstop Agreement and the Backstop Agreement shall not have been terminated. For greater certainty, the conditions precedent in this Section 8.3(e) may be waived only upon the consent of all parties who benefit from the particular condition precedent in the Backstop Agreement that remains unsatisfied as at the Effective Time;

(f) no amounts shall have been advanced under the DIP Facility prior to the Effective Time and the DIP Agreement and Plan Entities shall have been released from their indebtedness, liabilities and obligations thereunder and the DIP Agreement ceases to be binding upon or of any force or effect on the Plan Entities;

(g) there shall not exist or have occurred any default or event of default (other than those defaults or events of default that are remedied or waived) under the DIP Agreement;

(h) the Applicants shall have taken all necessary or desirable corporate actions and proceedings in connection with the Plan;

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

(j) all necessary judicial consents and any other necessary or desirable third party consents, if any, to deliver and implement all matters related to the Plan shall have been obtained;

(k) (i) the Plan, the Sanction Order, all other orders, including Orders, and all materials filed by, in respect of or on behalf of the Plan Entities from and after the date of the Backstop Agreement with respect to the Plan and the Transactions shall be in a form agreed to in advance by the Plan Sponsor, each acting reasonably, when filed, and with respect to any and all Orders, shall have been entered in form and substance acceptable to the Plan Sponsor, (ii) the Plan shall have been approved by the Required Majority in each Class, in form and substance satisfactory to the Plan Sponsor, as and to the extent required by the Court in the Plan Filing and Meeting Order, the Sanction Order or otherwise, and (iii) the Plan shall have been approved by the Court, in form and substance satisfactory to the Plan Sponsor and the Sanction Order and all other Orders granted by the Court from and after the date of the Backstop Agreement, which shall also be in form and substance satisfactory to the Plan Sponsor shall be in full force and effect and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been finally disposed of by the applicable appellate court;

(l) all documents necessary to give effect to all material provisions of the Plan and to facilitate the closing of the Transactions (including the Sanction Order, the Plan, the New First Lien Credit Agreement, the New Credit Agreement Security Documents, the New Second Lien Indenture, the New Second Lien Notes, the New Second Lien Security Documents, the New Third Lien Notes Indenture, the New Third Lien Notes, the New Third Lien Notes Security Documents and all documents related thereto) shall have been entered by the Court or executed and/or delivered by all relevant Persons, as applicable, in form and substance satisfactory to the Plan Sponsor;

(m) the Electing Eligible Investor Aggregate Funding Amounts shall have been deposited by the Participating Eligible Investors with the Trust Company;

(n) the lenders and agent under the New First Lien Credit Agreement, the New Second Lien Trustee, the New Third Lien Trustee, Wireless, SpecCo and NetworkCo shall have entered into an inter-creditor agreement in a form incorporating the relevant terms and conditions of the Recapitalization Transaction Term Sheet and satisfactory to the Plan Sponsor to be presented to the Noteholders not less than seven Business Days prior to the Meetings (the "**New Intercreditor Agreement**");

(o) Articles of arrangement shall have been filed pursuant to section 192 of the CBCA in form and substance satisfactory to the Plan Sponsor which articles shall, among other things, cancel all issued and outstanding Existing Shares, and provide that after giving effect to the foregoing, the authorized capital of Wireless shall consist of the Common Shares only;

(p) the Certificate of Arrangement shall have been received;

(q) the New Common Shares, New Second Lien Notes, New Third Lien Notes and New Preferred Shares to be issued pursuant to or in connection with the Plan shall be exempt from the prospectus requirements of Canadian provincial securities laws;

(r) the Plan Sponsor shall have been granted the right, on terms satisfactory to the Plan Sponsor, to appoint and hold a majority of the board seats of Wireless and any Subsidiaries of Wireless;

(s) other than as provided for in the Plan, none of Wireless, SpecCo, NetworkCo or any Subsidiary of any of them shall have offered, placed or arranged the issuance of any debt, securities or commercial bank facilities or given any guarantees or granted any security in respect thereof or in connection therewith without the prior written consent of the Plan Sponsor;

(t) as of the Plan Implementation Date, no event or events shall have occurred or exist, as determined by the Plan Sponsor, in its sole discretion, of whatever nature, foreseeable or unforeseeable, that could reasonably be expected to have a material adverse effect, individually or in the aggregate, on (i) the business, financial condition or prospects, short or long-term, of the Plan Entities or any Subsidiary thereof, (ii) the industry in which the Plan Entities or any Subsidiary thereof operates, (iii) domestic or international debt or capital markets, or (iv) the Transactions;

(u) all senior officer and employee employment agreements shall have been modified to reflect the revised capital structure of the Plan Entities following implementation of the Plan, including to provide that the implementation of the Plan does not constitute a change of control under such employment agreements, and no change of control payments shall be owing or payable to the Plan Entities' officers or employees in connection with the implementation of the Plan; and

(v) no insurer under an insurance policy pursuant to which a Director or Officer is insured in his or her capacity as a Director or Officer shall have an unresolved objection, filed in the CCAA proceedings, to the implementation of the Plan.

8.4 Monitor's Certificate

Upon the satisfaction or waiver of the Conditions Precedent, the Plan Entities and the Plan Sponsor shall so advise the Monitor in writing and the Monitor shall deliver to the Plan Entities and the Plan Sponsor the certificate of the Monitor in form acceptable to the Plan Sponsor and the Monitor or as the Court may otherwise approve (the "**Monitor's Certificate**"). On or forthwith following the Plan Implementation Date, the Monitor shall file such Monitor's Certificate with the Court and shall post a copy of same, once filed, on the Website.

8.5 Outside Date

If the Conditions Precedent are not satisfied on or before the Outside Date, unless such date is extended in accordance with the Backstop Agreement, the Plan and the Sanction Order shall cease to have any further force or effect and will not be binding on any Person.

ARTICLE 9
EFFECT OF THE PLAN

9.1 Effect of the Plan Generally

Following completion of the steps in the sequence set forth in Section 7.2, the Plan will constitute: (a) full, final and absolute settlement, and a release, extinguishment and discharge of all indebtedness, liabilities and obligations of or in respect of all Affected Claims (other than the Holdings Intercompany Claims); and (b) a reorganization of the Business.

9.2 Prosecution of Judgments

From and after the completion of the steps to be taken at the Effective Time as set out in Section 7.2, no step or proceeding may be taken in respect of any action, suit, judgment, execution, cause of action or similar proceeding in connection with any Affected Claim against the Plan Entities and any such proceedings will be deemed to have no further effect against any Plan Entity or any of its assets and will be released, discharged, dismissed or vacated without cost to the Plan Entities. Any Plan Entity may apply to the Court or any court of competent jurisdiction to obtain a discharge or dismissal, if necessary, of any such proceedings without notice to the Affected Creditor.

9.3 Release of Plan Entities Released Parties and Noteholders Released Parties

(a) At the Effective Time, each of the Plan Entities Released Parties shall be released and discharged from 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, 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, including without limiting the generality of the foregoing, any security interest (excluding the Holdings Existing Security and the Holdings Second Lien Security), charge, mortgage or other encumbrance in connection with any of the foregoing, of any Person 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 Effective Time, and relating to, arising out of, or in connection with the First Lien Note Indenture, the First Lien Notes, the Existing Second Lien Note Purchase Agreement, the Existing Second Lien Notes, the Backstop Agreement, the DIP Agreement, the DIP Notes, the Existing Shares and the Existing Share Options, any Support Agreement, the Plan, the Transactions and any proceedings commenced with respect to or in connection with this Plan (collectively, "**Released Claims**"); provided that nothing in this paragraph shall release or discharge any of the Plan Entities Released Parties from or in respect of its obligations under the Plan or under any Order or any of its debt obligations or other obligations and related guarantees and security which under the Plan shall remain outstanding and in effect after the Effective Time.

(b) At the Effective Time, each of the Noteholders Released Parties shall be released and discharged from any and all Released Claims of any Person; provided that nothing in this paragraph shall release or discharge any of the Noteholders Released Parties from or in respect of its obligations under this Plan or under any Order, as the case may be.

9.4 Injunctions

All Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to any and all Released Claims, from (a) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against the Released Parties; (b) 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 property; (c) 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, 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 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; (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or their property; or (e) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan.

9.5 Guarantees and Similar Covenants

No Person who has a Claim under any guarantee, surety, indemnity or similar covenant (except for the Holdings Existing Security and the Holdings Second Lien Security) in respect of any Claim that is compromised or released 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 that is compromised or released under the Plan will be entitled to any additional rights beyond the rights of the Affected Creditor whose Claim is compromised or released under the Plan.

9.6 Consents, Waivers and Agreements

At the Effective Time, each Affected Creditor will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety. Without limitation to the foregoing, each Affected Creditor will be deemed:

(a) to have executed and delivered to the Plan Entities all consents, assignments, releases and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;

(b) to have waived any default by or rescinded any demand for payment against any Plan Entity that has occurred on or prior to the Plan Implementation Date pursuant to, based upon or as a result of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Affected Creditor and such Plan Entity with respect to an Affected Claim;

(c) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditor and any Plan Entity with respect to an Affected Claim as at the Plan Implementation Date and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and

(d) from and after the Effective Time, such Affected Creditor shall and shall be deemed to have waived any and all defaults of the Plan Entities (except defaults under the securities, contracts, instruments, releases and other documents delivered under the Plan or entered into in connection therewith or pursuant thereto) then existing or previously committed by the Plan Entities or caused by the Plan Entities, directly or indirectly, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, credit document, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Affected Creditor and the Plan Entities arising from the filing by the Plan Entities under the CCAA or the Transactions and the failure by any Plan Entity to receive any consent from such Affected Creditor to any Transaction, and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall and shall be deemed to have been rescinded.

9.7 Multiple Affected Claims

At the Effective Time, for distribution purposes under the Plan, in respect of all Affected Creditors and their rights in respect of Affected Claims: (a) all guarantees and indemnities of a Plan Entity of the payment or performance by another Plan Entity with respect to any Affected Claim will be deemed eliminated and cancelled; and (b) any Affected Claim against a Plan Entity and all guarantees and indemnities by a Plan Entity of any such Affected Claim will be treated as a single Affected Claim against the Plan Entities.

For greater certainty, the treatment of Affected Claims as provided in this Section 9.7 will not affect the legal and corporate structures of the Plan Entities or cause any Plan Entity to be liable for any Claim for which it is not otherwise liable.

ARTICLE 10
GENERAL

10.1 Amendments

Before and during each Meeting, the Plan Entities may at any time and from time to time, amend the Plan by written instrument and the Monitor shall post such amendment on the Website, subject to the receipt of the prior written consent to such amendment of the Plan Sponsor. The Plan Entities will give reasonable written notice to all Affected Creditors present at each Meeting of the details of any such amendment prior to the vote being taken to approve the Plan. After the Meetings, the Plan Entities may at any time and from time to time amend the Plan by written instrument if (a) the Court, the Plan Entities and the Plan Sponsor, or (b) the Monitor, the Plan Entities and the Plan Sponsor without the need for obtaining an Order, consent to such amendment and determine that such amendment would not be materially prejudicial to the interests of the Affected Creditors under the Plan or is necessary to give effect to the full intent of the Plan or the Sanction Order, provided that the Plan Entities shall give reasonable written notice of the details of any such amendment to Affected Creditors that have filed a notice of appearance in the CCAA Proceedings and shall post such notice on the Website. The Plan Entities will file a copy of any amendment to the Plan with the Court, but no notice will be provided to Affected Creditors, other than as provided in this Section 10.1, and no additional vote of the Affected Creditors will be necessary to give effect to such amendment to the Plan.

10.2 Non-Consummation of the Plan

If the Sanction Order is not issued, the Plan will be null and void in all respects and any claim, settlement, compromise or assignment embodied in the Plan, any restructuring, termination, disclaimer or resiliation of executory contracts, any releases effected by the Plan and any document or agreement executed pursuant to the Plan will be deemed null and void. If the Sanction Order is not issued or subsequently the Plan is not implemented, nothing contained in the Plan, and no act taken in preparation for implementation of the Plan will: (a) constitute or be deemed to constitute a waiver or release of any Claims by or against any Plan Entity or any Person; (b) prejudice in any manner, the rights of any Plan Entity or any Person in any further proceedings involving a Plan Entity; or (c) constitute an admission of any sort by any Plan Entity or any other Person, including in respect of the classification of creditors.

10.3 Contracts and Leases

Except as otherwise provided in the Plan, as of the Effective Time, each Plan Entity shall and shall be deemed to have ratified each executory contract and unexpired lease to which it is a party, unless such contract or lease: (a) previously expired or terminated pursuant to its own terms; or (b) was amended as evidenced by a written agreement with the Plan Entity and in such case, the amended contract or lease shall be and shall be deemed ratified.

10.4 Preferential Transactions

Section 36.1 of the CCAA, sections 95 to 101 of the BIA and any federal or provincial Law relating to preferences, fraudulent conveyances, transfers at undervalue or oppression shall not apply to the Plan or to any payments or distributions made in connection with the restructuring and recapitalization of the Plan Entities, whether made before or after the Filing Date, including to any and all transactions contemplated by and to be implemented pursuant to the Plan.

10.5 Severability of Plan Provisions

If, prior to the Effective Time, any provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Plan Entities and subject to the consent of the Monitor and the Plan Sponsor, may alter and interpret such provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of such provision, and such provision will then be applicable as altered or interpreted and the remainder of the provisions of the Plan will remain in full force and effect and will in no way be invalidated by such alteration or interpretation.

10.6 Deeming Provisions

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

10.7 Paramountcy

Except with respect to the Unaffected Claims, from and after the Effective Time, any conflict between the Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, support agreement, standstill agreement, agreement for sale, shareholders' agreement, bylaws of the Plan Entities, 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 Plan Entities as at the Plan Implementation 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.

10.8 Set-Off

The law of set-off applies to all Affected Claims.

10.9 Responsibilities of the Monitor

E&Y is acting in its capacity as Monitor in the CCAA Proceedings with respect to the Plan Entities and not in its personal or corporate capacity and will not be responsible or liable for any obligations of any Plan Entities under the Plan or otherwise, including with respect to the making of distributions or the receipt of any distribution by an Affected Creditor pursuant to the Plan. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Plan Filing and Meeting Order, the Sanction Order and any other Order.

10.10 Different Capacities

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity in accordance with the Plan Filing and Meeting Order. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless otherwise provided in the Plan Filing and Meeting Order, or unless expressly agreed by the Person in writing.

10.11 Further Assurances

At the request of the Plan Entities, each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the Transactions, notwithstanding any provision of the Plan that deems any transaction or event to occur without further formality.

10.12 Governing Law

The Plan will be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein.

10.13 Notices

Any notice or communication in respect of a notice of dispute of claim filed with the Monitor must be delivered to the Monitor in accordance with the Plan Filing and Meeting Order. Any other notice or other communication to be delivered or filed hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail, facsimile or by e-mail (scanned copy) addressed to the respective parties as follows:

(a) if to the Plan Entities:

101 Exchange Avenue
Vaughan, Ontario L4K 5R6

Attention: <@>
Fax No.: <@>
E-mail: <@>

with a copy to:

<@>

Attention: <@>
Fax No.: <@>
E-mail: <@>

(b) if to any other Affected Creditor:

to the known address (including facsimile number or e-mail) for such Affected Creditor or the address for such Affected Creditor specified in the notice of dispute of claim filed by such Affected Creditor in the CCAA Proceedings.

(c) if to the Monitor:

Ernst & Young Inc.
<@>

Attention: Mike Dean
Fax No.: <@>
E-mail: <@>

with a copy to:

<@>

Attention: <@>
Fax No.: <@>
E-mail: <@>

(d) if to the Plan Sponsor:

The Catalyst Capital Group Inc.
77 King Street West
Royal Trust Tower, TD Bank Centre
Suite 4320, P.O. Box 212
Toronto, Ontario M5K 1J3

Attention: Gabriel de Alba
Fax No.: 416-945-3060
E-mail: gdealba@catcapital.com

with a copy to:

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario M5H 2T6

Attention: J.A. Levin
Fax No.: 416-364-7813
E-mail: jlevin@fasken.com

or to such other address as any party may from time to time notify the others in accordance with this Section 10.13. All such communications that are delivered will be deemed to have been received on the day of delivery. All such communications that are sent by facsimile or e-mail (scanned copy) will be deemed to be received on the day sent if sent before 5:00 p.m. on a Business Day and otherwise will be deemed to be received on the Business Day next following the day upon which such facsimile or e-mail (scanned copy) was sent. Any notice or other communication sent by mail will be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by any Plan Entity to give a notice contemplated hereunder will not invalidate any action taken by any Person pursuant to the Plan.

Dated as of the <@> day of <@>, 2014.

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

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

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

NOTICE OF MOTION
(Scheduling Directions)

BELLMORE & MOORE
Barristers and Solicitors
393 University Avenue, Suite 1600
Toronto, Ontario M5G 1E6

David C. Moore LSUC # 16996U
Diana M. Soos LSUC # 49914P

Tel: (416) 581-1818
Fax: (416) 581-1279

Lawyers for Catalyst Capital Group Inc.

David Moore

From: David Moore
Sent: Monday, October 27, 2014 5:22 PM
To: 'DiPietro, Joe (MAG)'
Subject: Mobilicity CCAA proceedings--Court File No. CV-13-10274-00CL
Attachments: Catalyst 407--Notice of Motion dated October 27, 2014 (scheduling directions).pdf; Catalyst 407--Schedule A to October 27, 2014 Notice of Motion re Scheduling Directions.pdf

Categories: Saved

Joe—

Attached Is a Notice of Motion in the Mobilicity matter as well as Schedule A referred to therein, which I wanted to advise you about as these materials are in the process of being filed. The Notice of Motion does not have a return date as I expect the scheduling directions it refers to should be discussed an a 9:30 attendance with Justice Newbould.

I do not want to trouble Justice Newbould with this or the anticipated 9:30 request form until I have spoken with other counsel regarding their views about the appropriate timing of such an attendance.

I will call you after that has happened.

Thank you,

David C. Moore
Bellmore & Moore
Barristers & Solicitors
393 University Avenue, Suite 1600
Toronto, Ontario M5G 1E6
Tel. No. (416) 581-1818 Ext. 222
Fax No. (416) 581-1279
e-mail: david@bellmore.ca

This is **Exhibit "J"** to the
Affidavit of James Riley
sworn before me this 26th
day of November, 2014

David Moore

A Commissioner, etc.

David Moore

From: Gabriel De Alba [GDeAlba@catcapital.com]
Sent: Monday, November 10, 2014 3:48 PM
To: David Moore
Subject: Fwd: Updated Mobilicity Term Sheet and Industry Research
Attachments: DM_TOR-#7523929-v3-Catalyst_Term_Sheet_-_Recap_Plan.doc; ATT00001.htm; DM_TOR-#7529011-v5-Election_Form_-_First_Lien_Notes.doc; ATT00002.htm; DM_TOR-#7526874-v6-Offer_to_Purchase_First_Lien_Notes.docx; ATT00003.htm; CAD HY: Videotron Ltd./Videotron Ltee. - Q3/14 - Cable stable but all eyes are on wireless; ATT00004.htm; Valentini: Data Usage is Fueling Wireless ARPU Growth - Q3/14 Results for BCE and TELUS ; ATT00005.htm

Categories: Saved

Begin forwarded message:

From: Gabriel De Alba <GDeAlba@catcapital.com>
Date: November 7, 2014 at 7:17:41 PM EST
To: "matthew.sheridan@alliancebernstein.com" <matthew.sheridan@alliancebernstein.com>, "scott.dimaggio@alliancebernstein.com" <scott.dimaggio@alliancebernstein.com>
Subject: Updated Mobilicity Term Sheet and Industry Research

Matt/Scott,

We have previously sent you a draft Plan of Arrangement and draft term sheet for the recapitalization of Mobilicity.

We attach the terms/documentation of our Dutch auction which we believe can be launched ahead of any plan to provide liquidity for holders now and an updated version of the draft term sheet for the recapitalization of Mobilicity. The recapitalization contemplates: 1) a Dutch auction to provide liquidity for holders who wish to exit, 2) an initial new DIP financing provided by Catalyst to participate in the upcoming AWS-3 auction, and 3) a Plan of Arrangement which would be implemented if Mobilicity is successful in the upcoming AWS-3 auction.

As previously discussed, we would like to see the recapitalization of Mobilicity move ahead asap as AWS-3 auction applications are due Jan. 2015 and Mobilicity's collateral value continues to deteriorate. The enterprise value of the recent Wind Canada transaction was below $300mm and it has been reported that the net amount paid was $135mm for assets that are far superior to Mobilicity's with 5-6x the subscribers, a viable network and more spectrum. Furthermore, the incumbents are strengthening their position, the market is moving away from voice and the only growth is in data usage. Unfortunately, Mobilicity's network is obsolete and cannot provide data capabilities required by today's consumer and will have to be completely re-built. We have attached pertinent research notes from RBC and TD outlining our concerns.

We would like arrange a meeting with you to discuss the proposed Plan of Arrangement as soon as possible next week. Please let us know if you are available to meet Monday.

Best Regards,

Gabriel de Alba
Managing Director and Partner
The Catalyst Capital Group Inc.
Ph: 416.945.3020
Cell: 416.276.1377
Cell US: 917.312.6701
Fax: 416.945.3060
gdealba@catcapital.com

Draft for Discussion Purposes: 5.11.2014

The Catalyst
Capital Group Inc.

77 King Street West
Royal Trust Tower
TD Bank Centre
Suite 4320, P.O. Box 212
Toronto, Ontario M5K 1J3

Telephone: 416.945.3000
Facsimile: 416.945.3060

CONFIDENTIAL

November <@>, 2014

Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**" **or the** "**Company**")
101 Exchange Avenue
Vaughan, Ontario, L4K 5R6

Ernst & Young Inc.
222 Bay Street
PO Box 251
Toronto, Ontario, M5K 1J7

Attention: Mr. Anthony Booth, Interim CEO & Mr. Michael P. Dean, Monitor

Dear Sir(s),

1. <u>Recap Plan</u>

The Catalyst Capital Group Inc. on behalf of investment funds managed by it ("**Catalyst**") is pleased to present to you the proposed general terms and conditions of a recapitalization plan for Wireless ("**Recap Plan**"). This Recap Plan includes three phases: (1) a Dutch auction mechanism that will provide liquidity for the purchase of up to $70 million principal amount of existing 1st lien notes, or such greater amount as Catalyst may decide to purchase ("**Dutch Auction**"), (2) a court ordered super-priority debtor-in-possession facility up to $200 million, proceeds of which will be utilized for the upcoming AWS-3 30MHz wireless spectrum auction ("**DIP Facility**") and (3) following the selection of the Company as a successful bidder of AWS-3 spectrum at the upcoming auction, restructured capital structure consisting of a new operating facility of up to $200 million ("**New 1st Lien Facility**"), a new 3rd lien convertible notes investment of up to $200 million ("**New 3rd Lien Notes**") and the creation of $100 million of new 2^{nd} Lien Notes ("**New 2^{nd} Lien Notes**") in partial satisfaction of the secured portion of the existing 1^{st} lien note claims.

Catalyst will provide up to $300 million in the aggregate in funding (a) for the Dutch Auction, (b) for the DIP Facility, (c) for the New 1^{st} Lien Facility and (d) to purchase New 3^{rd} Lien Notes offered through the Recap Plan. The New 1^{st} Lien Facility is to be used in part to repay the DIP Facility and the balance of the New 1^{st} Lien Facility and the New 3^{rd} Lien Notes are to be used for approved capital expenditures and general corporate purposes as set forth herein and in the attached CCAA Plan of Arrangement Summary of Terms and Conditions (the "**Plan Term Sheet**"). The CCAA Plan of Arrangement (the "**Plan**") as outlined in the Plan Term Sheet is intended to provide for a sustainable capital structure for the Company given the business realities confronting the Company going forward once the Company has acquired new AWS-3 spectrum in the upcoming auction.

2. Expense Reimbursement

By executing this letter agreement (this letter agreement together with the Plan Term Sheet are hereinafter referred to as "**this Commitment Letter**"), you agree to reimburse Catalyst from time to time on demand for all reasonable out-of-pocket fees and other expenses (including, but not limited to, the reasonable fees, disbursements and other charges of Catalyst's outside counsel, and professional fees of consultants, local counsel and other experts) heretofore or hereafter incurred in connection with the Company and its subsidiaries, including the negotiation and preparation of definitive documentation for the Recap Plan, DIP Facility, any past, present or future acquisition of the Company's existing or future debt and the other transactions contemplated hereby or as indicated in the Plan Term Sheet and court filings and appearances in connection therewith.

3. Indemnity

You agree to indemnify and hold harmless Catalyst and their affiliates and each of their respective officers, directors, employees, agents, advisors and representatives (each, an "**Indemnified Party**") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, fees and disbursements of counsel) that may be incurred by or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to any investigation, litigation or proceeding or the preparation of any defense with respect thereto arising out of or in connection with or relating to this Commitment Letter, whether or not such investigation, litigation or proceeding is brought by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**"), Wireless, any of the shareholders or creditors of Holdings or Wireless, an Indemnified Party or any other person, or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to you or any other person, for or in connection with the transactions contemplated hereby, except for direct, as opposed to indirect or consequential, damages to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or wilful misconduct.

4. **Exclusivity and Non-Solicitation**

Wireless shall, and shall direct and cause each of its subsidiaries and its and each such subsidiary's representatives to, immediately cease and cause to be terminated any existing solicitation, encouragement, discussion, activity or negotiation with any person (other than Catalyst or its representatives) with respect to any potential Alternative Transaction Proposal (as hereinafter defined), whether or not initiated by Wireless or any of its subsidiaries, and in connection therewith, Wireless and each of its subsidiaries shall discontinue access to any data rooms (virtual or otherwise).

Without the prior written consent of Catalyst, Wireless shall not, and shall not authorize or permit any of its subsidiaries or its or each such subsidiary's representatives to, take any action of any kind that would reasonably be expected to, directly or indirectly, interfere with the successful and timely completion of the Recap Plan or any other transactions contemplated in the Plan Term Sheet or the implementation of the Plan, including any action to, directly or indirectly through any of its subsidiaries or its or its subsidiaries' representatives: (i) make, solicit, assist, initiate, encourage or otherwise facilitate (including by way of furnishing information, permitting any visit to any facilities or properties of Wireless or any of its subsidiaries or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, offers or proposals regarding any Alternative Transaction Proposal or otherwise cooperate in any way with, or assist with or participate in any way in any effort or attempt by any person to make any Alternative Transaction Proposal; (ii) engage or participate in or otherwise facilitate any discussions or negotiations with, or provide any information to, any person regarding, any Alternative Transaction Proposal; (iii) withdraw, modify or qualify (or propose to do so or publicly state that it intends to withdraw, modify or qualify), in a manner adverse to Catalyst, the approval or recommendation of the board of directors of Wireless or any of its subsidiaries of any of the Recap Plan, any other transactions contemplated in the Plan Term Sheet or the implementation of the Plan; (iv) approve or recommend or remain neutral or propose publicly to approve or recommend or remain neutral with respect to any Alternative Transaction Proposal; or (v) accept, recommend, approve or enter into any letter of intent, agreement in principle, agreement, understanding or arrangement in respect of any Alternative Transaction Proposal or providing for the payment of any break, termination or other fees or expenses to any person in the event that Wireless or any of its subsidiaries complete the Recap Plan or any other transactions contemplated in the Plan Term Sheet, implement the Plan or complete any other transaction with Catalyst or any of its affiliates agreed to prior to any termination of this Commitment Letter, whether formal or informal.

(c) Wireless and its subsidiaries shall, as soon as practicable and in any event within 24 hours following receipt thereof notify Catalyst, at first orally and then as soon as possible thereafter within such 24 hour period in writing, of any inquiry, proposal or offer (or any amendment thereto) or request relating to or constituting an Alternative Transaction Proposal, any request for discussions or negotiations, and/or any request for non-public information relating to any of Wireless or its subsidiaries or for access to properties, books and records or a list of Wireless or its subsidiaries' shareholders, debtholders or other securityholders of which either Wireless or any of its subsidiaries, or its or their representatives are or become aware, or any amendments to the foregoing. Such notice shall include the material terms and conditions of, and the identity of the person making, any inquiry, proposal or offer (including any amendment thereto), and shall include, in the case of a proposal or offer, copies of any such proposal or offer or any amendment to any of the foregoing. Wireless and its subsidiaries shall keep Catalyst informed of the status, including any change to the material terms, of any such proposal or offer or any amendment to the foregoing, and will respond promptly to all reasonable inquiries by Catalyst with respect thereto.

(d) Wireless and its subsidiaries shall not consent to any Alternative Transaction Proposal unless and until Wireless and its subsidiaries pay all requisite fees contemplated under this Commitment Letter and Plan Term Sheet in full, including a cash payment amounting to 5% of the total enterprise value of Wireless on a consolidated basis (the "**Break Fee**") and reimburse Catalyst for all out-of-pocket fees and other expenses as described in Section 2 above.

Within 24 hours following the execution of this Commitment Letter, Wireless and its subsidiaries shall request the return or destruction of all information provided to any third parties in connection with any potential Alternative Transaction Proposal and shall use commercially reasonable efforts to ensure that such requests, and any other covenants (including standstill provision) are honoured in accordance with the terms of confidentiality agreements, where applicable.

For purposes of this Commitment Letter, "**Alternative Transaction Proposal**" shall mean any inquiry, bid, proposal or offer (written or oral), or agreement relating to any of the following (i) any merger, consolidation, amalgamation, take-over, exchange offer, share exchange, compromise, arrangement, reorganization, restructuring, amendment or other change to debt capital, recapitalization or other business combination, liquidation, dissolution, winding-up, or similar transaction, directly or indirectly, involving either Wireless or any of its subsidiaries, (i) any sale, direct or indirect, whether in a single transaction or a series of transactions, of the assets of either Wireless or any its subsidiaries (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale of assets of the assets either Wireless or any of its subsidiaries in a single transaction or a series of related transactions), (iii) any issuance, sale or acquisition, direct or indirect, whether in a single transaction or a series of transactions, of beneficial or legal ownership of securities of either Wireless or any of its subsidiaries, or rights or interests therein or thereto, (iv) any issuance, placement, syndication or arrangement, direct or indirect, whether in a single transaction or a series of transactions, of any debt financing, including, commercial bank facilities, involving either Wireless or any of its subsidiaries, (v) any transaction, the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the consummation of the Recap Plan or any other transactions contemplated in the Plan Term Sheet or the implementation of the Plan or (vi) any inquiry, proposal or offer to, or announcement of an intention to, do any of the foregoing, in each case excluding the Recap Plan or any other transactions contemplated in the Plan Term Sheet or the implementation of the Plan.

5. Survival of Provisions

The provisions of Sections 2, 3 and 4 hereof shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the agreement of Wireless or any of its subsidiaries to an Alternative Transaction Proposal termination of this Commitment Letter or the termination of the commitment of Catalyst hereunder and shall survive the closing of the transactions contemplated by the Plan Term Sheet and the implementation of the Plan.

6. Appointment as Sponsor

You appoint us as Sponsor (as defined in Plan Term Sheet) provided that such roles shall cease in the event that we notify you in writing that we are unable to proceed with the financing because any of the conditions set out in this Commitment Letter have not been or will not be satisfied. We agree (but without being under any liability of any nature to you in relation to such agreement) to notify you as soon as we become aware that any such condition has not been and will not be satisfied.

7. Miscellaneous

This Commitment Letter may be executed in counterparts which, taken together shall constitute one original. This letter agreement together with the Plan Term Sheet, embodies the entire agreement and understanding among Catalyst, the Company and their respective subsidiaries with respect to the specific matters set forth herein and therein and supersedes all prior agreements and understandings relating to the subject matter hereof. No party has been authorized by Catalyst to make any oral or written statements inconsistent with this Commitment Letter. The Company and the Monitor will have this Commitment Letter approved by the CCAA court as soon as possible after execution.

This Commitment Letter may not be assigned without the prior written consent of Catalyst. Unless otherwise specified in this Commitment Letter, all references to dollar amounts or to the symbol "$" are references to Canadian dollars. 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 without limitation" or "including without limitation", as applicable, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive.

If you are in agreement with the foregoing, please execute and return to Catalyst the enclosed copy of this letter agreement and the Plan Term Sheet to the attention of Newton Glassman and Gabriel de Alba no later than 12:00 P.M. (Toronto time) time on November <@>, 2014. This Commitment Letter will become effective upon your delivery to us of executed counterparts of each such letter. This Commitment Letter shall terminate if not so accepted by you prior to that time. Following acceptance by you, this Commitment Letter shall expire at any time from and after 12:00 P.M. (Toronto time) on December 15, 2014 at the option of Catalyst in its sole discretion, unless (i) definitive documentation has been finalized in order to implement the Recap Plan, (ii) all requisite creditor approvals have been obtained to authorize and implement the Recap Plan, (iii) all requisite court approvals of the Recap Plan have been obtained and (iv) the court's order in that regard has not been appealed.

Each of us submits to the jurisdiction of the courts of Ontario for the purpose of hearing and determining any dispute arising out of this Commitment Letter and for the purpose of the enforcement of any judgment against our respective assets. The submission to jurisdiction of the courts referred to in this paragraph shall not (and shall not be construed so as to) limit our right to take proceedings in the courts of any country where we have our respective assets or in any other courts of competent jurisdiction nor shall the taking of proceeding in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

THIS COMMITMENT LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ONTARIO, INCLUDING THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

Very truly yours,

The Catalyst Capital Group Inc.
(on behalf of investment funds managed by it)
as Sponsor

By:__________________________
Name: Gabriel de Alba

Title: Managing Director & Partner

COMMITMENT ACCEPTED AND AGREED TO

THIS ____ DAY OF NOVEMBER, 2014

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:____
Name:______________________________________

Title:______________________________________

Data & Audio-Visual Enterprises Wireless Inc. ("Wireless" or the "Company")
Plan of Arrangement Summary of Terms and Conditions

Restructuring Overview

DIP Facility	DIP Facility will fund the deposit for the forthcoming AWS-3 30MHz spectrum auction being undertaken by Industry Canada. The DIP Facility will be repaid with the proceeds from the New 1st Lien Facility (as outlined in Schedule 2).
Dutch Auction	Dutch Auction will provide liquidity for the purchase of up to $70 million principal amount of existing 1st Lien Notes (excluding 1st Lien Notes held by Catalyst), or such greater amount as Catalyst may decide to purchase, from holders of 1st Lien Notes that would like to exit on the terms and conditions of the Dutch Auction documents attached hereto as Appendix A.
Recapitalization	Plan of Arrangement (the "**Plan**") to be effected under the CCAA involving holders of the Existing 1st Lien Note Claims, Existing 2nd Lien Note Claims, Holdings Claims and existing equity. The Plan will only be implemented if the Company is a successful bidder for 30MHz spectrum in the forthcoming AWS-3 spectrum auction in regions to be set out in the Plan which are satisfactory to the Sponsor, which regions may include southern Ontario ($33.3 million), eastern Ontario and Outaouais ($5.6 million), Alberta ($9.9 million) and British Columbia ($13.2 million).
Timing	1. The Plan Filing and Meeting Order will be made and will be final. 2. The Dutch Auction will be conducted prior to the meetings to vote on the Plan. 3. The meetings to vote on the Plan shall be held not later than December 9, 2014 and all conditions precedent to the implementation of the Plan, except for receipt from Industry Canada of notification informing the Company that it is a successful bidder in the AWS-3 spectrum auction as described above, shall be satisfied no later than December 15, 2014. 4. The DIP Facility will be used to fund the AWS-3 spectrum auction deposit or as collateral to support a letter of credit or guarantee for such purpose. 5. The Plan will be implemented within 3 business days' following Industry Canada notifying the Company that it is a successful bidder in the AWS-3 spectrum auction. Since there is a period of approximately 10 business days to complete the purchase of the AWS-3 spectrum for which the Company is the successful bidder, the purchase (after taking into account the repayment of the DIP Facility) will be funded by the proceeds of the New 1st Lien Facility, not the DIP Facility.

DIP Facility

Lender	The Catalyst Capital Group Inc. (on behalf of investment funds managed by it) (the "**Lender**")
Size of DIP Facility	Up to [$200] million
Commitment Fee	[3%]
Drawdown Fee	[3%]
Use of Proceeds	30MHz spectrum under AWS-3 Spectrum Auction

Dutch Auction

Liquidity Provider	The Catalyst Capital Group Inc. (on behalf of investment funds and other entities managed or controlled by it) (the "**Liquidity Provider**")
Auction Mechanism	Dutch Auction
Available Capital Pool	Liquidity for the purchase of up to \$70 million principal amount of existing 1st Lien Notes, or such greater amount as the Liquidity Provider may decide to purchase.
Bid Price Ranges	The Liquidity Provider will accept for purchase the 1st Lien Notes that are deposited in the Dutch Auction in the order deposited to the Dutch Auction. The "**Applicable Price**" for the 1st Lien Notes shall be determined as follows: (i) for the first \$5 million principal amount of 1st Lien Notes deposited to the Dutch Auction, the bid price shall be \$820.50 per \$1,000 of principal amount of 1st Lien Notes so deposited; (ii) for the next \$5 million principal amount of 1st Lien Notes deposited to the Dutch Auction, the bid price shall be \$743.50 per \$1,000 of principal amount of 1st Lien Notes so deposited; (iii) for the next \$20 million principal amount of 1st Lien Notes deposited to the Dutch Auction, the bid price shall be \$692.30 per \$1,000 of principal amount of 1st Lien Notes so deposited; (iv) for the next \$20 million principal amount of 1st Lien Notes deposited to the Dutch Auction, the bid price shall be \$666.70 per \$1,000 of principal amount of 1st Lien Notes so deposited; and (v) for the next \$20 million principal amount of 1st Lien Notes deposited to the Dutch Auction, the bid price shall be \$641.00 per \$1,000 of principal amount of 1st Lien Notes so deposited. To the extent 1st Lien Notes in excess of the amounts specified above are deposited to the Dutch Auction on the same day, they will be subject to proration. In all cases, appropriate adjustments will be made to avoid purchases of 1st Lien Notes in principal amounts other than integral multiples of \$1,000. For ease of reference, the 1st Lien Notes deposited pursuant to (i) through (v) above are referred to as the "**Original Deposited 1st Lien Notes**". With respect to all 1st Lien Notes deposited by each 1st Lien Noteholder in excess of the amounts referred to in (i) through (v) above, the Liquidity Provider shall have the right, but not the obligation, to take up and purchase, in whole or in part, the excess of the deposited 1st Lien Notes of each such 1st Lien Noteholder at a price per \$1,000 principal amount of such excess 1st Lien Notes equal to the weighted average of the Applicable Price per \$1,000 principal amount of the Original Deposited 1st Lien Notes of each such 1st Lien Noteholder. All other 1st Lien Notes deposited but not accepted under the Dutch Auction, including pursuant to the foregoing right, will be returned to the 1st Lien Noteholders and will not participate in the Dutch Auction.
Liquidity Provider Fee	[3%] to be paid by the Company and to be secured by a super priority charge subject only to any security for the DIP Facility and to be payable no later than Plan implementation
Conditions	As set out in the Dutch Auction documents attached hereto as Appendix A.

Plan Sponsor

Sponsor	The Catalyst Capital Group Inc. (on behalf of investment funds managed by it) (the

"**Sponsor**")

Plan Voting Classes

1st Lien Secured Class	Secured portion of Existing 1st Lien Note Claims as calculated by the Collateral FMV.
Undersecured Class	Remaining Existing 1st Lien Note Claims not included in 1st Lien Secured Class (the "**Undersecured Portion of Existing 1st Lien Note Claims**") and Existing 2nd Lien Note Claims.

Plan Treatment of Claims

Existing 1st Lien Note Claims	Claims to be divided into Secured Class and Undersecured Class based on the fair market value of the Company's secured collateral ("**Collateral FMV**"). Collateral FMV solely for purposes of the Plan shall be deemed to be equal to $<@> million. Secured portion of the 1st Lien Note Claims to receive the following: (i) New 2nd Lien Notes (as outlined in Schedule 3) with an aggregate principal amount equivalent to $100.0 million, (ii) privilege to participate in the New 1st Lien Facility and to purchase New 3rd Lien Notes and (iii) the Existing 1st Lien Secured Claims Post-Restructuring Common Equity of the Company (as described below). Undersecured Portion of Existing 1st Lien Note Claims to be included in Undersecured Class and to receive pro rata Undersecured Post-Restructuring Common Equity of the Company (as described below).
Existing 2nd Lien Note Claims	Claims to be included in Undersecured Class. Holders to receive pro rata Undersecured Post-Restructuring Common Equity of the Company (as described below).
Holdings Claims	Pursuant to section 11 of the CCAA or other applicable sections of that Act or in such other manner as may be acceptable to the Sponsor in its discretion, (i) all claims of Holdings against the Company (excluding Equity Claims) shall be transferred to a newly formed subsidiary of Holdings in consideration for a convertible promissory note; (ii) Holdings shall convert the note into additional common shares in the new subsidiary; (iii) Holdings shall transfer all such shares to the Company for one post restructuring common share of the Company and (iv) all shares of the Company held by Holdings shall be converted into Holdings Post-Restructuring Common Equity of the Company (as described below).
Other Equity Interests	All existing warrants, options, equity shares (except for shares of the Company held by Holdings), equity interests and the like will be cancelled without compensation.

Post-Restructuring Common Equity of the Company

Post-Restructuring Common Equity of the Company	Plan will contemplate the cancellation of the current Company equity (except as otherwise described herein under "Holdings Claims") and the creation of new post-restructuring equity securities.

<u>Ownership Breakdown of Post-Restructuring Common Equity of the Company:</u>

Existing 1st Lien Secured Claims	[86.0%] of Post-Restructuring Common Equity of the Company
Existing Undersecured Claims	[12.5%] of Post-Restructuring Common Equity of the Company
Holdings	[1.5%] of Post-Restructuring Common Equity of the Company

1st Lien Noteholder Privileges

1st Lien Facility Privilege	Each Existing 1st Lien Note Claim holder will receive the privilege to participate for up to such holder's pro rata share of [$75 million] of the New 1st Lien Facility.
New 3rd Lien Notes Privilege	Each Existing 1st Lien Note Claim holder will receive the privilege to purchase up to such holder's pro rata share of [$75 million] of the New 3rd Lien Notes.
Sponsor New Facility Backstop Commitment	The Sponsor will fund up to [$150 million] of the New 1st Lien Facility (the "**Sponsor New Facility Backstop Amount**") subject to the following adjustments: (i) for every $1 committed by Existing 1st Lien Note Claim holders above an initial [$50 million] threshold of the 1st Lien Facility Privilege amount, the Sponsor New Facility Backstop Amount will be reduced by $0.50 and (ii) the Sponsor New Facility Backstop Amount shall be reduced by 50% of the amount paid by the Liquidity Provider to 1st Lien Noteholders to purchase 1st Lien Notes under the Dutch Auction.
Sponsor New 3rd Lien Notes Backstop Commitment	The Sponsor will purchase up to [$150 million] of the New 3rd Lien Notes (the "**Sponsor New 3rd Lien Notes Backstop Amount**") subject to the following adjustments: (i) for every $1 committed by Existing 1st Lien Note Claim holders above an initial [$50 million] threshold of the New 3rd Lien Notes Privilege amount, the Sponsor New 3rd Lien Backstop Amount will be reduced by $0.50 and (ii) the Sponsor New 3rd Lien Notes Backstop Amount shall be reduced by 50% of the amount paid by the Liquidity Provider to 1st Lien Noteholders to purchase 1st Lien Notes under the Dutch Auction,
DIP Facility Repayment	The proceeds under the New 1st Lien Facility will be utilized to repay the DIP Facility.

New 1st Lien Facility

Size of New 1st Lien Facility	Up to [$200 million] commitment of the New 1st Lien Facility
Eligible Investors	Existing holders of 1st Lien Note Claims up to [$75 million]. Sponsor up to [$150 million].
New 1st Lien Commitment Fee	[3-5%], subject to level of participation
New 1st Lien Drawdown Fee	[3-5%], subject to level of participation

New 3rd Lien Notes

Total Issue Size	Up to [$200 million] of New 3rd Lien Notes
Eligible Investors	Existing holders of 1st Lien Note Claims up to [$75 million]. Sponsor up to [$150 million].
New 3rd Lien Notes Commitment Fee	[3-5%], subject to level of participation
New 3rd Lien Notes Drawdown Fee	[3-5%], subject to level of participation
Conversion Feature	Each New 3rd Lien Note will be convertible into the equivalent par value of New Preferred Equity (as outlined in Schedule 5)

Backstop, Support and Arrangement Agreement	The Company shall enter into a Backstop, Support and Arrangement Agreement with the Sponsor which shall incorporate the terms and conditions set out in this Plan Term Sheet and shall be in form and substance satisfactory to the Sponsor. The Backstop, Support and Arrangement Agreement shall, among other things, set out: 1. An exclusivity and non-solicitation provision in the form set out in Section 4 of this Commitment. 2. A break fee substantially similar to the Break Fee set out in this Commitment Letter to be secured by a court ordered charge ranking in priority to all other security interests. 3. An expense reimbursement provision substantially similar to the provision set out in Section 2 of this Commitment Letter. 4. Attach this Term Sheet and the form of Plan as schedules. 5. The Sponsor's agreement to proceed with the Dutch Auction, fund the DIP Facility, fund the adjusted Sponsor New Facility Backstop Amount and fund the Sponsor New 3rd Lien Notes Backstop Amount, all on and subject to the terms and conditions set out therein. 6. Usual and customary negative and affirmative covenants of the Company and its subsidiaries for transactions of the nature contemplated in the Plan Term Sheet and Plan together with such additional covenants as the Sponsor may request. 7. Usual and customary representations and warranties of the Company and its subsidiaries for transactions of the nature contemplated in the Plan Term Sheet and Plan together with such additional representations and warranties as the Sponsor may request. 8. Usual and customary conditions precedent in favour of the Sponsor for transactions of the nature contemplated in the Plan Term Sheet and Plan together with such additional conditions precedent as the Sponsor may request.
Shareholders Agreement	Prior to the receipt of the Post-Restructuring Common Equity to which a holder is entitled, such holder will be required to enter into a Shareholders Agreement in form and substance satisfactory to the Sponsor, which Shareholders Agreement will contain terms related to (i) Sponsor board appointment rights, (ii) Sponsor approval rights over certain material actions of the Company, (iii) registration rights, (iv) preemptive rights, (v) the right to receive quarterly and annual financial statements, (vi) transfer restrictions, (vii) Sponsor drag-along rights, (viii) the right of the Sponsor to direct the Company to conduct a public offering (ix) customary anti-dilution protection and (x) other terms taking into account the nature and business of the Company any regulatory requirements and the respective Post-Restructuring Common Equity of shareholders.
Conditions:	As set out in Schedule 6.
Documentation:	Definitive documentation for the Recap Plan, the Plan, DIP Facility, Dutch Auction, New 1st Lien Facility, New 2nd Lien Notes, New 3rd Lien Notes, New Preferred Equity and other transactions contemplated in the Plan Term Sheet and Plan to be approved by the Sponsor. Target completion date of (i) November <@>[h], 2014 for definitive documentation in relation to the Plan including a disclosure document for delivery to creditors of Wireless, (ii) November <@>, 2014 for a court application in relation to the mailing of such documentation and the setting of meeting dates and (iii) meeting dates no later than December 9, 2014 and (iv) application for court approval of the Plan no later than December 15, 2014.

Public Disclosure	Except as required by law, no press release or other public disclosure concerning this Commitment Letter, the Recap Plan, the transactions contemplated by this Plan Term Sheet or the Plan shall be made by the Company or any of its subsidiaries without the prior written consent of the Sponsor.
Plan Sponsor Fee	In exchange for services provided as plan sponsor, the Sponsor shall receive a plan sponsor fee of [$5.0 million] on the implementation date of the Plan and will be entitled to reimbursement of all reasonable out-of-pocket fees and other expenses (including, but not limited to, the reasonable fees, disbursements and other charges of Catalyst's outside counsel, and professional fees of consultants, local counsel and other experts) heretofore or hereafter incurred in connection with the Company and its subsidiaries, including the negotiation and preparation of definitive documentation for the Recap Plan, DIP Facility, any past, present or future acquisition of the Company's existing or future debt and the other transactions contemplated hereby or as indicated in the Plan Term Sheet and court filings and appearances in connection therewith..
Plan Commitment Fee	1% of Sponsor Commitment Amount ($300 million)

Schedule 1

Preliminary Term Sheet - New Debtor-in-Possession Facility ("DIP Facility")

Borrower	A special purpose spectrum subsidiary ("**SpecCo**") to be established by Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**")
Guarantors	Wireless and all existing and future subsidiaries of Wireless
Agent	Catalyst or its designated affiliate
Lender	Catalyst
Ranking	Super Priority 1st Lien Senior Secured
Security Interest	Court ordered super priority 1st ranking security on all present and future property and assets of all Guarantors and 1st ranking security on all present and future property and assets of the Borrower
Principal	Up to [$200 million] Revolver Commitment, drawdown schedule to be agreed upon by the Company and the Lender based on AWS-3 auction strategy to be determined by the Company and the Lender.
Use of Proceeds	Deposit in relation to Industry Canada auction to be held for AWS-3 30 MHz Spectrum, all uses to be approved by Lender
Maturity	The earlier of June 30, 2015 and implementation of the Plan
Rate	[CDOR + 9%]
CDOR Floor	[3%]
Drawdown Fee	[3%]
Commitment Fee	[3%]
Documentation	Definitive documentation for the DIP Facility is to be approved by the Lender.
Mandatory Prepayment	The Principal payment of the DIP Facility will be due in full at Maturity. The DIP Facility shall be repaid in full immediately upon receipt of (i) the initial advance of the New 1st Lien Facility, plus the applicable Prepayment Premium referred to below, (ii) the net after-tax cash proceeds received by Wireless or any of its subsidiaries from any permitted sale or other disposition of assets, (iii) all net insurance proceeds or other awards payable in connection with the loss, destruction or condemnation of any assets of Wireless or any of its subsidiaries not utilized within 6 months to replace or repair such assets, and (iv) the net proceeds of any permitted additional issuance of debt, securities, commercial bank facilities or equity by Wireless or any of its subsidiaries.
Optional Prepayment	The DIP Facility may be redeemed in full, at the option of the Borrower at any time after the closing date, upon at least 30 but not more than 60 days' prior written notice at a price equal to 100% of the principal amount thereof, plus accrued interest and fees to the date of prepayment, plus the amount of interest that would have accrued on the prepaid amount of principal to maturity and through any extension thereof if applicable ("**Prepayment Premium**").
Change of Control	Prior to the occurrence of a Change of Control, the Borrower will be required to make an offer to prepay the DIP Facility at [105%] plus accrued interest to the date of prepayment.
Financial Covenants	The DIP Facility Financing Documents will contain financial covenants customary for transactions of this type or deemed appropriate by the Lender for this transaction in particular, including, but not limited to ▪ Minimum Cash Balance

- Maximum Capital Expenditures
- Minimum weekly variance levels to rolling 13 week cash flow projections

Covenant levels established off Management Projections Materials with 10% cushion.

Negative Covenants	Usual and customary for debtor-in-possession financings of this nature together with such additional negative covenants as the Lender may request, including any having regard to the use of the proceeds of the DIP Facility and the other transactions contemplated by the Plan Term Sheet and the Plan.
Affirmative Covenants	Usual and customary for debtor-in-possession financings of this nature together with such additional affirmative covenants as the Lender may request, including any having regard to the use of the proceeds of the DIP Facility and the other transactions contemplated by the Plan Term Sheet and the Plan.
Reporting Requirements	Weekly
Representations	Usual and customary for debtor-in-possession financings of this nature together with such additional representations and warranties as the Lender may request, including any having regard to the use of the proceeds of the DIP Facility and the other transactions contemplated by the Plan Term Sheet and the Plan.
Conditions Precedent	Usual and customary for debtor-in-possession financings of this nature together with such additional representations and warranties as the Lender may request, including (i) any having regard to the use of the proceeds of the DIP Facility and the other transactions contemplated by the Plan Term Sheet and the Plan and (ii) Wireless shall be a qualified bidder for purposes of the AWS-3 spectrum auction.
Events of Default	Usual and customary for debtor-in-possession financings of this nature together with such additional events of default as the Lender may request, including any having regard to the use of the proceeds of the DIP Facility and the other transactions contemplated by the Plan Term Sheet and the Plan.

Schedule 2

Preliminary Term Sheet - New 1st Lien Revolver Facility Lien Debt ("New 1st Lien Facility")

Borrower	A special purpose spectrum subsidiary ("**SpecCo**") to be established by Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**")
Guarantors	Wireless and all existing and future subsidiaries of Wireless
Agent	Catalyst or its designated affiliate
Lenders	Sponsor and participating Existing 1st Lien Note Claim holders
Ranking	1st Lien Senior Secured
Security Interest	1st ranking security on all present and future property and assets of all Guarantors and 1st ranking security on all present and future property and assets of the Borrower
Principal	Up to [$200 million] Revolver Commitment, drawdown schedule to be agreed upon by the Company and Catalyst based on AWS-3 auction strategy to be determined by the Company and Catalyst.
Use of Proceeds	First to repay DIP Facility and then LTE Network Upgrade and Operating Capex, all uses to be approved by Sponsor
Maturity	December 31, 2016
Rate	[CDOR + 7%]
CDOR Floor	[3%]
Drawdown Fee	[3-5%], subject to level of participation
Commitment Fee	[3-5%], subject to level of participation
Documentation	Definitive documentation for the New 1st Lien Facility is to be approved by the Sponsor.
Mandatory Prepayment	The Principal payment of the New 1st Lien Facility will be due in full at Maturity. The Borrower will redeem at par plus accrued interest and fees to the date of redemption, plus the applicable Prepayment Premium referred to below, with: (a) the net after-tax cash proceeds received by Wireless or any of its subsidiaries from any permitted sale or other disposition of assets, (b) all net insurance proceeds or other awards payable in connection with the loss, destruction or condemnation of any assets of Wireless or any of its subsidiaries not utilized within 6 months to replace or repair such assets, and (c) the net proceeds of any additional issuance of debt, securities, commercial bank facilities or equity by Wireless or any of its subsidiaries.
Optional Prepayment	The 1st Lien Facility may be redeemed in full, at the option of the Borrower at any time after the closing date, upon at least 30 but not more than 60 days' prior written notice at a price equal to 100% of the principal amount thereof, plus accrued interest and fees to the date of prepayment, [plus a call premium of 105% in the first year and 103% in the second year of the New 1st Lien Facility] ("**Prepayment Premium**").
Change of Control	Prior to the occurrence of a Change of Control, the Borrower will be required to make an offer to prepay the New 1st Lien Facility at [105%] plus accrued interest to the date of prepayment.
Financial Covenants	■ Maximum Leverage Ratio ■ Maximum First Lien Leverage Ratio ■ Minimum Cash Balance ■ Maximum Capital Expenditures Covenant levels established off Management Projections Materials with 10% cushion. The Management Projections Materials are based on material provided by management

	of Wireless.
Conditions Precedent	Usual and customary for financings of this nature together with such additional conditions precedent as the Lenders may request, including (i) any having regard to the use of the proceeds of the New 1st Lien Facility and the other transactions contemplated by the Plan Term Sheet and the Plan and (ii) Wireless shall be a qualified bidder for purposes of the AWS-3 spectrum auction.
Negative Covenants	■ Prohibitions on dividends or other distributions, liens, investments, asset sales and debt ■ Usual and customary for financings of this nature together with such additional negative covenants as the Lenders may request, including any having regard to the use of the proceeds of the New 1st Lien Facility and the other transactions contemplated by the Plan Term Sheet and the Plan.
Affirmative Covenants	Usual and customary for financings of this nature together with such additional affirmative covenants as the Lenders may request, including any having regard to the use of the proceeds of the New 1st Lien Facility and the other transactions contemplated by the Plan Term Sheet and the Plan.
Reporting Requirements	Monthly
Representations	Usual and customary for financings of this nature together with such additional representations and warranties as the Lenders may request, including any having regard to the use of the proceeds of the New 1st Lien Facility and the other transactions contemplated by the Plan Term Sheet and the Plan.
Events of Default	Usual and customary for financings of this nature together with such additional events of default as the Lenders may request, including any having regard to the use of the proceeds of the New 1st Lien Facility and the other transactions contemplated by the Plan Term Sheet and the Plan.

Schedule 3

Preliminary Term Sheet - New 2nd Lien Debt ("New 2nd Lien Notes")

Borrower	Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**" or the "**Company**")
Guarantors	All existing and future subsidiaries of Wireless excluding SpecCo and NetworkCo (as discussed in Schedule 4)
Trustee	To be determined
Ranking	2nd Lien Senior Secured
Security Interest	2nd ranking security on all present and future property and assets of all Guarantors and 2nd ranking security on all present and future property and assets of the Borrower
Principal	[$100.0] million
Maturity	December 31, 2021
Rate	[11.0%] PIK toggle at the Company's option
Documentation	Definitive documentation for the New 2nd Lien Notes is to be approved by the Sponsor.

Mandatory Prepayment — The Principal payment of the New 2nd Lien Notes will be due in full at Maturity.

After the New 1st Lien Facility has been redeemed in full, the Borrower will redeem at par plus accrued interest and fees to the date of redemption, plus the applicable Prepayment Premium referred to below with: (a) the net after-tax cash proceeds received by the Borrower or any of its subsidiaries from any permitted sale or other disposition of assets, (b) all net insurance proceeds or other awards payable in connection with the loss, destruction or condemnation of any assets of the Borrower or any of its subsidiaries not utilized within 6 months to replace or repair such assets, and (c) the net proceeds of any sale or issuance of equity securities of the Borrower or any of its subsidiaries by the Borrower or the Sponsor.

Optional Prepayment — On or after December 31, 2018, the Company may redeem the New 2nd Lien Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days prior notice mailed by first-class mail to each holder's registered address, at the following redemption prices (expressed as a percentage of principal amount), plus accrued and unpaid interest and additional interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period commencing on January 1st of the years set forth below:

Period	Redemption Price
2019	[105.50%]
2020	[102.75%]
2021 and thereafter	[100.00%]

In addition, prior to December 31, 2018, the Company may redeem the New 2nd Lien Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days prior notice mailed by first-class mail to each holder's registered address, at a redemption price equal to 100% of the principal amount of the New 2nd Lien Notes redeemed plus the greater of:

1) 1% of the then outstanding principal amount of the New 2nd Lien Notes; and

2) the excess of:

   (a) the present value at such redemption date of (i) the redemption price of the New 2nd Lien Notes at December 31, 2019 (such redemption price being set forth in the applicable table appearing above under "–Optional Prepayment") plus (ii) all required interest payments due on the New 2nd Lien Notes through December 31, 2018 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to Government of Canada Rate (determined on the second Business Day immediately preceding the date of redemption) as of such redemption date plus 50 basis points; over

(b) the then outstanding principal amount of the New 2nd Lien Notes.

The above-noted prepayment amounts are hereinafter referred to as the applicable "**Prepayment Premium**".

Change of Control: Prior to the occurrence of a Change of Control, the Borrower will be required to make an offer to prepay the New 2nd Lien Notes at [105.5%] plus accrued interest to the date of prepayment.

Financial Covenants:

- Maximum Leverage Ratio
- Maximum First Lien Leverage Ratio
- Minimum Cash Balance
- Maximum Capital Expenditures

Covenant levels established off Management Projections Materials with 10% cushion. The Management Projections Materials are based on material provided by management of Borrower.

Negative Covenants: Usual and customary for financings of this nature, including prohibitions on dividends or other distributions, liens, investments, asset sales and debt, together with such additional negative covenants as the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

Affirmative Covenants: Usual and customary for financings of this nature together with such additional affirmative covenants as the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

Reporting Requirements: Monthly for Year 1 and Year 2, Quarterly thereafter

Subordination: Subordination provisions and intercreditor agreement usual and customary for transactions of this type on terms reasonably satisfactory to Sponsor

Representations: Usual and customary for financings of this nature together with such additional representations and warranties as the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

Events of Default: Usual and customary for financings of this nature together with such additional events of default as the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

Schedule 4

Preliminary Term Sheet - New Convertible 3rd Lien Notes ("New 3rd Lien Notes")

Borrower	Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**" or the "**Company**"), SpecCo, and/or to be determined new network equipment subsidiary ("**NetworkCo**")
Guarantors	All existing and future subsidiaries of Wireless
Trustee	To be determined
Ranking	3rd Lien Senior Secured on Wireless and Guarantors; 2nd Lien Senior Secured on SpecCo and NetworkCo
Security Interest	3rd ranking security on all present and future property and assets of all Guarantors and 3rd ranking security on all present and future property and assets of the Borrower (excluding SpecCo and NetworkCo) 2nd ranking security on all present and future property and assets of SpecCo and NetworkCo
Principal	Up to [$200.0] million
Maturity	December 31, 2019
Use of Proceeds	First to repay DIP Facility, and then LTE Network Upgrade and Operating Capex, all uses to be approved by Sponsor
Rate	[13.0%] PIK toggle at the Company's option
Drawdown Fee	[3-5%], subject to level of participation
Commitment Fee	[3-5%], subject to level of participation
Conversion	Each New 3rd Lien Note will be convertible into the equivalent par value of New Preferred Equity (as outlined in Schedule 5)
Documentation	Definitive documentation for the New 3rd Lien Notes is to be approved by the Sponsor.
Right of First Refusal	New 3rd Lien Noteholders will have right of first refusal to provide any future Debtor-In-Possession financing-
Mandatory Prepayment	The Principal payment of the 3rd Lien Notes will be due in full at Maturity. Subject to any prior ranking security interest being redeemed in full ahead of the New 3rd Lien Notes, the Borrower will redeem at par plus accrued interest and fees to the date of redemption, plus the applicable Prepayment Premium referred to below with: (a) the net after-tax cash proceeds received by the Borrower or any of its subsidiaries from any permitted sale or other disposition of assets, (b) all net insurance proceeds or other awards payable in connection with the loss, destruction or condemnation of any assets of the Borrower or any of its subsidiaries not utilized within 6 months to replace or repair such assets, and (c) the net proceeds of any sale or issuance of equity securities of the Borrower or any of its subsidiaries by the Borrower or the Sponsor.
Optional Prepayment	On or after December 31, 2017, the Company may redeem the New 3rd Lien Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days prior notice mailed by first-class mail to each holder's registered address, at the following redemption prices (expressed as a percentage of principal amount), plus accrued and unpaid interest and additional interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period commencing on January 1st of the years set forth below:

Period	Redemption Price
2018	[106.50%]
2019 and thereafter	[100.00%]

In addition, prior to December 31, 2017, the Company may redeem the New 3rd Lien Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days prior notice mailed by first-class mail to each holder's registered address, at a redemption price equal to 100% of the principal amount of the New 3rd Lien Notes redeemed plus the greater of:

1) 1% of the then outstanding principal amount of the New 3rd Lien Notes; and

2) the excess of:

   (a) the present value at such redemption date of (i) the redemption price of the New 3rd Lien Notes at December 31, 2018 [(such redemption price being set forth in the applicable table appearing above under "–Optional Prepayment") plus (ii) all required interest payments due on the New 3rd Lien Notes through December 31, 2017 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to Government of Canada Rate (determined on the second Business Day immediately preceding the date of redemption) as of such redemption date plus 50 basis points; over

   (b) the then outstanding principal amount of the New 3rd Lien Notes.

The above-noted prepayment amounts are hereinafter referred to as the applicable "**Prepayment Premium**".

Change of Control .... Prior to the occurrence of a Change of Control, the Borrower will be required to make an offer to prepay the New 3rd Lien Notes at [106.5%] plus accrued interest to the date of prepayment.

Financial Covenants ....

- Maximum Leverage Ratio
- Maximum First Lien Leverage Ratio
- Minimum Cash Balance
- Maximum Capital Expenditures

Covenant levels established off Management Projections Materials with 10% cushion. The Management Projections Materials are based on material provided by management of Borrower.

Negative Covenants .... Usual and customary for financings of this nature, including prohibitions on dividends or other distributions, liens, investments, asset sales and debt, together with such additional negative covenants as the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

Affirmative Covenants .... Usual and customary for financings of this nature together with such additional affirmative covenants as the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

Reporting Requirements .... Monthly for Year 1 and Year 2, Quarterly thereafter

Subordination .... Subordination provisions and intercreditor agreement usual and customary for transactions of this type on terms reasonably satisfactory to Sponsor

Representations .... Usual and customary for financings of this nature together with such additional representations and warranties as the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

Events of Default .... Usual and customary for financings of this nature together with such additional events of default as the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

Schedule 5

Preliminary Term Sheet - New Convertible Preferred Equity ("New Preferred Equity")

Issuer	To be confirmed.
Trustee	To be determined if needed
Ranking	Senior
Liquidation/Par Value	Up to [$200.0] million
Dividend	[10.0%] Cumulative
Documentation	Definitive documentation for the New Preferred Equity is to be approved by the Sponsor.
Change of Control/Participation	Prior to the occurrence of a Change of Control, the Issuer will be required to make an offer to prepay the Par Value of the New Preferred Equity multiplied by [105%] plus cumulative dividends to the date of prepayment. The New Preferred Equity will have a further participation right upon a Change of Control whereas each New Preferred Equity Holder will have the right to receive the equivalent ownership participation as if the preferred securities had been converted to Post-Restructuring Common Equity ("**Participation Right**").
Conversion	Each New Preferred Equity share will be convertible into the equivalent of [4] Post-Restructuring Common shares in <@> for every Post-Restructuring Common share outstanding in <@>.
Customary Preferred Equity Protections	Anti-dilution, anti-layering, tag-along/drag along rights, amongst others
Non-voting	Non-voting except as required by law
Reporting Requirements	Monthly for Year 1 and Year 2, Quarterly thereafter
Affirmative and Negative Covenants	Usual and customary
Representations	Usual and customary

Schedule 6

Conditions Precedent to Implementation of the Plan

1. All conditions precedent to the Plan, the Backstop, Support and Arrangement Agreement and the transactions and transaction documents contemplated in the Plan Term Sheet shall have been satisfied or waived in accordance with the terms thereof.
2. The Company and its subsidiaries shall have complied with each covenant and obligation in the Plan and the transactions contemplated in this Plan Term Sheet to which it is a party.
3. All actions required to be taken by or on behalf of the Company and its subsidiaries, including the passing of all requisite resolutions of their directors and all requisite filings with, or approvals, orders, rulings and consents of, any governmental entity will have occurred on or prior to the implementation of the Plan, so as to validly authorize the Plan and the transactions contemplated in the Plan Term Sheet.
4. All material filings under applicable laws shall have been made and any material regulatory consents and approvals and any other necessary or desirable third party consents that are required in connection with the Plan and the transactions contemplated in the Plan Term Sheet shall have been obtained and, in the case of waiting or suspensory periods, such waiting or suspensory periods shall have expired or been terminated.
5. The representations and warranties of the Company and its subsidiaries contained in the Plan and the transaction documents contemplated by the Plan Term Sheet to which it is a party shall continue to be true and correct in all respects without regard to any materiality or material adverse effect qualifications contained in them.
6. There shall not be any change of applicable law which operates to prevent, restrain, restrict, impede or inhibit the completion of the transactions contemplated by the Plan Term Sheet or the implementation of the Plan.
7. There shall not be in effect any preliminary or final decision, order or decree by a governmental entity, no application shall have been made to any governmental entity, and no action, proceeding or investigation shall have been announced, threatened or commenced by any governmental entity, in consequence of or in connection with the transactions contemplated by the Plan Term Sheet or the Plan that prevents, restrains, restricts, impedes or prohibits (or if granted could reasonably be expected to prevent, restrain, restrict, impede or inhibit), the transactions contemplated by this Plan Term Sheet or the Plan or any part thereof or requires or purports to require a variation of the transactions contemplated by the Plan Term Sheet or the Plan.
8. No event or events shall have occurred or exist, as determined by the Sponsor, in its sole discretion, of whatever nature, foreseeable or unforeseeable, that could reasonably be expected to have a material adverse effect, individually or in the aggregate, on (a) the business, financial condition or prospects, short or long-term, of the Company or any of its subsidiaries, (b) the industry in which the Company or any of its subsidiaries operates, (c) domestic or international debt or capital markets, or (d) the transactions contemplated by the Plan Term Sheet or the Plan.
9. There shall not exist, after giving effect to the transactions contemplated by the Plan Term Sheet and assuming implementation of the Plan, any material default or event of default under any material agreement now in effect that will remain in effect following the implementation of the Plan (other than those defaults or events of default that are remedied, permanently waived, permanently stayed, extinguished or otherwise in any way rendered permanently inoperative as part of the CCAA proceedings).
10. The structure of the transactions contemplated by the Plan Term Sheet and the Plan, the identity and structure of any successor or parent of the Company formed in connection with the transactions contemplated by the Plan Term Sheet and the Plan and the steps required to complete the transactions contemplated by the Plan Term Sheet and the Plan shall be in form and in substance satisfactory to the Sponsor, and shall not result in adverse tax consequences for the Sponsor.
11. The amount of non-capital losses of the Company and its subsidiaries available after the implementation of the Plan shall be satisfactory to the Sponsor.
12. (a) All orders filed by or on behalf of the Company or any of its subsidiaries in the CCAA proceedings shall be in a form agreed to in advance by the Sponsor when filed, and with respect to any and all orders, shall have been entered in form and substance acceptable to the Sponsor, (b) the Plan Filing Meeting Order shall have been entered by the court and be in full force and effect, (c) the Plan shall have been approved by the required majority of creditors, (d) the Plan shall have been approved by the Court and the order sanctioning the Plan shall be in full force and effect; (e) all transactions contemplated by the Plan Term Sheet shall have been consummated, and (f) all definitive legal documentation in connection with all of the foregoing shall be in form and substance satisfactory to the Sponsor.
13. There shall not be any amendment, modification, supplement, replacement or restatement of the Plan Term Sheet, any of the transaction documents contemplated by this Plan Term Sheet or the Plan, except for any amendments, modification, supplement, replacement or restatement approved in writing by the Sponsor.

14. No amounts shall have been advanced under the existing DIP facility, the Company and its subsidiaries, to the extent applicable, shall have been released from their indebtedness, liabilities and obligations thereunder, and the agreement in respect of the existing DIP facility shall have ceased to be binding upon or of any force or effect on the Company and its subsidiaries.
15. None of the Company, SpecCo, NetworkCo or any subsidiary of any of them shall have offered, placed or arranged the issuance of any debt, securities or commercial bank facilities or given any guarantees or granted any security in respect thereof or in connection therewith without the prior written consent of the Sponsor.
16. The lenders and agent under the New 1st Lien Facility, the trustee under the New 2nd Lien Notes, the trustee under the New 3rd Lien Notes, the Company, SpecCo and NetworkCo shall have entered into an inter-creditor agreement in a form incorporating the relevant terms and conditions of the Plan Term Sheet and shall be in form and substance satisfactory to the Sponsor.
17. The Sponsor shall have been granted the right, on terms satisfactory to the Sponsor, to appoint and hold a majority of the board seats of the Company and any of its subsidiaries.
18. Counsel to the Company and its subsidiaries shall have delivered to the Sponsor legal opinions in respect of the laws of such applicable jurisdictions, the transactions and the transaction documents contemplated by the Plan Term Sheet, and the Plan and as to such other matters and in such form as the Sponsor may reasonably require.
19. Other usual and customary conditions precedent and any others the Sponsor may request, including any having regard to the transactions contemplated by the Plan Term Sheet and the Plan.

APPENDIX A

Dutch Auction Documents

[See Attached]

The instructions accompanying this Election Form should be read carefully before this Election Form is completed. The Depositary or your broker or other financial advisor can assist you in completing this Election Form.

ELECTION FORM

for

Deposit of First Lien Notes

of

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

Pursuant to the Offer to Purchase Dated November 5, 2014

THE OFFER TO PURCHASE EXPIRES AT 11:59 P.M. (TORONTO TIME) ON NOVEMBER 12, 2014 ("EXPIRATION TIME"), UNLESS EXTENDED, ABRIDGED, VARIED OR WITHDRAWN.

All deliveries hereunder shall be made to the principal office of the Depositary in Toronto

This Election Form properly completed and duly executed, together with all other required documents, must accompany certificates for 9.5% first lien senior secured notes (the "**First Lien Notes**") of Data and Audio-Visual Enterprises Wireless Inc. ("**Wireless**") deposited pursuant to the offer to purchase dated November 5, 2014 (together with any amendments, supplements or variations thereto, the "**Offer to Purchase**") and must be delivered or sent to and received by the Depositary at the address set forth above on or prior to the Expiration Time.

The terms and conditions of the Offer to Purchase are incorporated by reference in this Election Form. Capitalized terms used but not defined in this Election Form have the meanings ascribed to them in the Offer to Purchase. Please read carefully the instructions set forth below before completing the Election Form.

This Election Form is to be used only if First Lien Notes are being forwarded pursuant to the Offer to Purchase.

TO: **The Catalyst Capital Group Inc.**
AND TO: **The Depositary**

Certificate or Registration Number	Name of Registered Holder	Principal Amount of First Lien Notes held by Registered Holder	Principal Amount of First Lien Notes Deposited*
	Total		

* If you desire to deposit less than the full principal amount of First Lien Notes registered in your name listed above, indicate in this column the principal amount of First Lien Notes you wish to deposit. Otherwise, all First Lien Notes registered in your name will be considered to have been deposited. See instructions below. First Lien Notes may be deposited and accepted for payment only in principal amounts equal to minimum denominations of $1,000 and integral multiples of $1,000 in excess thereof. No alternative, conditional or contingent deposits will be accepted.

Delivery of this instrument to an address other than that listed above does not constitute a valid delivery.

The undersigned hereby deposits to Catalyst the above-described First Lien Notes pursuant to the Offer to Purchase in such principal amounts as indicated in this Election Form upon the terms and subject to the conditions set forth in the Offer to Purchase and in this Election Form.

Subject to and effective upon acceptance for purchase of the First Lien Notes deposited hereby in accordance with the terms of the Offer to Purchase, the undersigned hereby sells, assigns and transfers to, or upon the order of, Catalyst all right, title and interest in and to all First Lien Notes deposited hereby and hereby irrevocably constitutes and appoints the Depositary as attorney-in-fact of the undersigned with respect to such First Lien Notes, with full power of substitution (such power of attorney being an irrevocable power coupled with an interest), to:

(a) deliver certificates for such First Lien Notes, together with all accompanying evidences of transfer and authenticity, or otherwise effect transfers of such First Lien Notes to, or upon the order of, Catalyst upon receipt by the Depositary, as the undersigned's agent, of the aggregate Applicable Price specified in the Offer to Purchase;

(b) present certificates for such First Lien Notes for cancellation and transfer on Wireless' books;

(c) receive all benefits and otherwise exercise all rights of beneficial ownership of such First Lien Notes, all in accordance with the terms of the Offer to Purchase and this Election Form; and

(d) to irrevocably constitute and appoint Catalyst as proxy for the First Lien Noteholder and execute and deliver forms of proxy to Catalyst on behalf of the First Lien Noteholder enabling Catalyst to vote all of such deposited First Lien Notes in favour of the Plan at the Meetings.

The undersigned hereby represents and warrants (which representations and warranties shall survive the execution and delivery and the sale of any First Lien Notes pursuant the Offer to Purchase or this Election Form) that:

(a) The undersigned (i) is the sole legal and beneficial owner of the principal amount of First Lien Notes set out in this Election Form as of such date or has the investment and voting discretion with respect to such principal amount of First Lien Notes set out in this Election Form as of such date (the principal amount of First Lien Notes set out in this Election Form being the "**Deposited First Lien Notes**"; the Deposited First Lien Notes, together with all claims (as defined in the CCAA) held by the undersigned, as a holder of the Deposited First Lien Notes, including, without limitation, the aggregate amount owing in respect of the Deposited First Lien Notes, including accrued and unpaid interest and any other amount that the undersigned is entitled to claim pursuant to the Deposited First Lien Notes, collectively, the undersigned's "**Debt**"); and (ii) has the power and authority to bind the beneficial owner(s) of the Deposited First Lien Notes to the terms of the Offer to Purchase and this Election Form.

(b) The execution, delivery and performance by the undersigned of the Offer to Purchase and this Election Form (i) are within its corporate, partnership, limited partnership or similar power, as applicable; (ii) have been duly authorized, by all necessary corporate, partnership, limited partnership or similar action, as applicable, including all necessary consents of the holders of its equity or other participating interests where required and (iii) do not (A) contravene its certificate of incorporation, articles, by-laws, membership agreement, limited partnership agreement or other constating documents, as applicable, (B) violate any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to it or any of its assets, or (C) conflict with or result in the breach of or constitute a default under, or require a consent under, any contract material to the undersigned.

(c) When and to the extent Catalyst accepts the First Lien Notes for payment, Catalyst will acquire such First Lien Notes, together with all rights and benefits arising therefrom, free and clear of all liens, charges, encumbrances, security interests, claims. restrictions and equities whatsoever, including any Support Agreements.

(d) The undersigned's Debt is not subject to any liens, charges, encumbrances, security interests, claims, restrictions and equities whatsoever, including any Support Agreements, that could reasonably be expected to adversely affect its ability to perform its covenants and obligations under the Offer to Purchase and this Election Form.

(e) Except as contemplated by the Offer to Purchase and this Election Form, the undersigned has not deposited any of the Deposited First Lien Notes into a voting trust, or granted (or permitted to be granted) any proxies or powers of attorney or attorney in fact, or entered into a voting agreement, understanding or arrangement, with respect to the voting of the Deposited First Lien Notes where such trust, grant, agreement, understanding or arrangement would in any manner restrict the ability of the undersigned to comply with its covenants and obligations under this the Offer to Purchase and this Election Form.

(f) The undersigned is not party to, bound by or otherwise subject to any Support Agreement, nor are the Deposited First Lien Notes subject to any Support Agreement.

(g) To the best of the undersigned's knowledge after due inquiry, there is no proceeding, claim or investigation pending before any court, regulatory body, tribunal, agency, government or legislative body, or threatened that, individually or in the aggregate, could reasonably be expected to impair the undersigned's ability to comply with the terms and conditions of the Offer to Purchase and this Election Form.

(h) The Offer to Purchase and this Election Form constitute a valid and binding obligation of the undersigned enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general principles of equity, whether asserted in a proceeding in equity or law.

Except as contemplated hereby, the undersigned hereby, effective on and after the date that Catalyst takes up the Deposited First Lien Notes covered by this Election Form (the "**Effective Date**"), revokes any and all proxies, voting instructions or other authority, whether as agent, attorney-in-fact, attorney or otherwise, previously given or conferred or agreed to be given or conferred by the undersigned at any time with respect to the Deposited First Lien Notes to the extent the Deposited First Lien Notes are taken up and paid for under the Offer to Purchase. Except as contemplated hereby, no proxies, voting instructions or authority, whether as agent, attorney-in-fact, attorney or otherwise, will be given or conferred with respect to the Deposited First Lien Notes, and the undersigned shall not take steps to vote the Deposited First Lien Notes on or after the Effective Date unless the Deposited First Lien Notes are not taken up and paid for under the Offer to Purchase.

The undersigned hereby covenants and agrees in favour of the Catalyst as follows:

(a) The undersigned shall not sell, lend, gift, assign, pledge or hypothecate or otherwise transfer prior to the Effective Date any Deposited First Lien Notes (or any rights or interests in respect thereof, including, but not limited to, the right to vote) held by the undersigned as of the date hereof.

(b) The undersigned shall not enter into, agree to enter into or otherwise become bound by or agree to become bound by any Support Arrangement with Wireless, Holdings or any of their respective creditors or any other person in respect of the Plan, any transactions contemplated in the Plan, or any Alternative Transaction, or which sets out or offers terms or conditions in respect of the rights or obligations of the undersigned to vote, cause to vote or agree to vote its Debt (including, without limitation, the aggregate amount owing in respect of its Debt) in connection with any Alternative Transaction or matter other than in favour of the Plan.

(c) Except as contemplated by the Offer to Purchase and this Election Form, the undersigned shall not deposit or agree to deposit any of the Deposited First Lien Notes into a voting trust, or grant (or permit to be granted) any proxies or powers of attorney or attorney in fact, or enter into a voting agreement, understanding or arrangement, with respect to the voting of any of the Deposited First Lien Notes if such trust, grant, agreement, understanding or arrangement could in any manner restrict the ability of the undersigned to comply with its covenants and obligations under the Offer to Purchase and this Election Form.

(d) The undersigned shall not take any steps to accelerate or enforce or take any action or initiate any proceeding to accelerate or enforce the payment or repayment of any of its Debt (including for greater certainty any due and unpaid interest on its Deposited First Lien Notes).

(e) The undersigned shall execute any and all agreements and documents and perform any and all commercially reasonable acts required by the Offer to Purchase and this Election Form to satisfy its covenants and obligations hereunder.

(f) The undersigned shall forbear from exercising, or directing the trustee under the First Lien Notes Indenture to exercise, any default-related rights, remedies, powers or privileges, or from instituting any enforcement actions or collection actions with respect to any obligations under the First Lien Notes Indenture in relation to the Deposited First Lien Notes.

In the event that the voting record date under the Plan is set on or at a date prior to the Effective Date the undersigned shall:

(a) consent to and diligently and expeditiously support the completion and implementation of the Plan and the transactions contemplated in the Plan;

(b) support the approval of the Plan and the transactions contemplated in the Plan as promptly as practicable; and

(c) vote (or cause to be voted) all of its Debt in any and all votes in favour of the approval, consent, ratification and adoption of the Plan (and any actions required in furtherance thereof).

The names of the registered owners must be printed as they appear on the certificates representing First Lien Notes deposited hereby. The certificates and the principal amount of First Lien Notes that the undersigned wishes to deposit pursuant to the Offer to Purchase must be indicated in the appropriate boxes.

The undersigned understands that Catalyst will accept for purchase the First Lien Notes that elect to participate in the Offer to Purchase as described therein.

The undersigned recognizes that under certain circumstances set forth in the Offer to Purchase, Catalyst may terminate or amend the Offer to Purchase or may not be required to purchase any of the First Lien Notes deposited hereby or may accept for payment, in accordance with the applicable proration provisions relating to First Lien Notes deposited, less than all of the principal amount of the First Lien Notes deposited hereby. The undersigned understands that certificate(s) for any First Lien Notes not deposited or not purchased will be returned to the undersigned.

The undersigned understands that acceptance of First Lien Notes by Catalyst for payment will constitute a binding agreement between the undersigned and Catalyst, effective as of the Expiration Time, upon the terms and subject to the conditions of the Offer to Purchase.

The undersigned understands that payment for First Lien Notes accepted for payment pursuant to the Offer to Purchase will be made by depositing the aggregate Offer to Purchase Consideration for such First Lien Notes with the Depositary, who will act as agent for the depositing First Lien Noteholders for the purpose of receiving payment from Catalyst and transmitting such payment to the depositing First Lien Noteholders. Under no circumstances will interest accrue or be paid by Catalyst or the Depositary on the Offer to Purchase Consideration to any person depositing First Lien Notes regardless of any delay in making payment or otherwise.

The cheque for the aggregate Offer to Purchase Consideration in respect of such Deposited First Lien Notes which are purchased will be issued to the order of the undersigned and mailed to the address indicated in Box A unless otherwise indicated in Box B or Box C. Such payment will be made in Canadian dollars.

All authority conferred or agreed to be conferred in this Election Form shall survive the death or incapacity of the undersigned, and any obligations of the undersigned under this Election Form shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this deposit is irrevocable.

If a certificate representing a First Lien Note has been lost or destroyed, this Election Form should be completed as fully as possible and forwarded, together with a letter describing the loss and the telephone number of the undersigned, to the Depositary. The Depositary will respond with the replacement requirements.

A First Lien Noteholder who wishes to deposit First Lien Notes under the Offer to Purchase and whose First Lien Notes are registered in the name of an investment dealer, stock broker, bank, trust company or other nominee should immediately contact such investment dealer, stock broker, bank, trust company or other nominee in order to take the necessary steps to be able to deposit the First Lien Notes under the Offer to Purchase.

BOX A
NOTEHOLDER(S) SIGN HERE
(See Instructions 1 and 5)

Must be signed by registered owner(s) exactly as name(s) appear(s) on certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificate(s) and documents transmitted with this Election Form. If signature is by attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or another acting in a fiduciary or representative capacity, please set forth the full title. See Instruction 5.

Authorized Signature: ______________________________
(Signature(s) of shareholder or authorized representative)

Name(s): ______________________________
(Please Print)

Capacity: ______________________________

Address: ______________________________

____

____

____
(Include Postal Code)

Dated ____________________, 2014

BOX B
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5 and 6)

To be completed **ONLY** if the cheque for the purchase price of First Lien Notes purchased is to be sent to someone other than the undersigned.

Mail: ☐ cheque and/or certificate(s) to:

Name: ______________________________
(Please print)

Address: ______________________________

____

____
(Include Postal Code)

BOX C
HOLD FOR PICKUP

☐ Hold certificates and/or cheques for First Lien Notes for pick-up.

BOX D
GUARANTEE OF SIGNATURE(S)
(See Instructions 1 and 5)

Authorized Signature: ______________________________

____

Name of Guarantor: ______________________________

____
(Please Print)

Title: ______________________________________

Name of Firm: ________________________________

Address: ____________________________________

____

____
(Include Postal Code)

Area Code and Telephone Number: ________________

____

Date ______________________________________, 2014

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer to Purchase

1. *Guarantee of Signatures.* No signature guarantee is required if either:

   (a) this Election Form is signed by the registered holder of the First Lien Notes deposited with this Election Form and payment and delivery are to be made directly to such owner and such owner has not completed Box B; or

   (b) such First Lien Notes are deposited for the account of a firm which is a Canadian Schedule I chartered bank, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP) (each being referred to as an "**Eligible Institution**"). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority, Inc. or banks and trust companies in the United States.

In all other cases, an Eligible Institution must guarantee all signatures on this Election Form by completing Box D. See Instruction 5.

2. *Delivery of Election Form.* This Election Form is to be used whenever First Lien Notes are forwarded to the Depositary. Certificates for all physically Deposited First Lien Notes together with a properly completed and duly executed Election Form or manually signed photocopy thereof, and any other documents required by this Election Form, should be mailed or delivered to the Depositary at the appropriate address set forth herein and must be received by the Depositary at or prior to the Expiration Time.

The method of delivery for all documents, including certificates for First Lien Notes, is at the election and risk of the depositing First Lien Noteholder. Delivery is only effective upon receipt by the Depositary. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended and it is suggested that the mailing be made sufficiently in advance of the Expiration Time to permit delivery to the Depositary at or prior to the Expiration Time. First Lien Noteholders whose First Lien Notes are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact the nominee for assistance in depositing their First Lien Notes.

First Lien Notes may be deposited and accepted for payment only in principal amounts equal to minimum denominations of $1,000 and integral multiples of $1,000 in excess thereof. Catalyst will not accept any alternative, conditional or contingent deposits. All depositing First Lien Noteholders, by execution of this Election Form (or a manually executed photocopy thereof) waive any right to receive any notice of the acceptance of their deposit.

3. *Inadequate Space.* If the spaces provided in the box on page 2 of this Election Form relating to the number, principal amount and description of First Lien Notes being deposited are inadequate, the certificate number and/or the principal amount of First Lien Notes should be listed on a separate signed schedule and attached to this Election Form.

4. *Partial Deposits and Unpurchased First Lien Notes.* If less than all of the principal amount of First Lien Notes evidenced by any certificate are to be deposited, fill in the principal amount of First Lien Notes which are to be deposited in the column entitled "Principal Amount of First Lien Notes Deposited". In such case, if any Deposited First Lien Notes are purchased, a new certificate for the remainder of the principal amount of the First Lien Notes evidenced by the old certificate(s) will be issued and sent to the registered holder as set out in Box A of this Election Form, as soon as practicable after the **Expiration Time**. All First Lien Notes represented by the certificate(s) listed and delivered to the Depositary are deemed to have been deposited unless otherwise indicated.

5. *Signatures on Election Form, Securities Transfer Power of Attorney and Endorsements.*

(a) If this Election Form is signed by the registered owner(s) of the First Lien Notes deposited hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) representing such First Lien Notes without any change whatsoever.

(b) If the First Lien Notes are registered in the names of two or more joint owners, each such owner must sign this Election Form.

(c) If any Deposited First Lien Notes are registered in different names on several certificates, it will be necessary to complete, sign, and submit as many separate Election Forms (or manually signed photocopies thereof) as there are different registrations of certificates.

(d) When this Election Form is signed by the registered owner(s) of the First Lien Notes listed and transmitted hereby, no endorsements of certificate(s) representing such First Lien Notes or separate securities transfer power of attorney are required unless payment is to be made, or the certificates for the principal amount of First Lien Notes not deposited or not purchased are to be issued, to a person other than the registered owner(s). Any signature(s) required on such certificates or securities transfer power of attorney must be guaranteed by an Eligible Institution. If this Election Form is signed by a person other than the registered owner of the certificate(s) listed, however, the certificates must be endorsed or accompanied by appropriate securities transfer power of attorney, in either case signed exactly as the name(s) of the registered owner(s) appear(s) on the certificate, and signatures on such certificate(s) or securities transfer power of attorney(s) must be guaranteed by an Eligible Institution. See Instruction 1.

(e) If this Election Form or any certificates are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and must submit proper evidence satisfactory to Catalyst of their authority so to act.

6. *Special Payment and Delivery Instructions.* If certificates for the principal amount of First Lien Notes not deposited or not purchased and/or cheques are to be issued in the name of a person other than the signer of the Election Form or if such certificates and/or cheques are to be sent to someone other than the signer of the Election Form or to the signer at a different address or if share certificates and/or cheques for First Lien Notes are to be held for pick-up, Box B and/or Box C on this Election Form must be completed.

7. *Irregularities.* All questions as to the number of First Lien Notes to be accepted, the price to be paid therefor, the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any deposit of First Lien Notes, will be determined by Catalyst, in its sole discretion, which determination shall be final and binding on all parties. Catalyst reserves the absolute right to reject any or all deposits of First Lien Notes judged by it not to be in proper form or which, in the opinion of its counsel, may be unlawful for it to accept under the laws of any jurisdiction. Catalyst also reserves the absolute right to waive any of the conditions of the Offer to Purchase or any defect or irregularity in any deposit of First Lien Notes. No deposit of First Lien Notes will be deemed to be properly made until all defects and irregularities have been cured or waived. None of Catalyst, the Depositary nor any other person will be under any duty to give notification of any defect or irregularity in deposits or incur any liability for failure to give any such notice. Catalyst's interpretation of the terms and conditions of the Offer to Purchase (including this Election Form) will be final and binding.

8. *Questions and Requests for Assistance and Additional Copies.* Questions and requests for assistance may be directed to the Depositary at their address set forth above. Additional copies of the Offer to Purchase, and this Election Form may be obtained from your local broker, dealer, commercial bank, or trust company.

9. *Lost Certificates.* First Lien Noteholders who have lost the certificates representing their First Lien Notes should complete this Election Form as fully as possible and state in writing the circumstances surrounding the loss and forward the documents to the Depositary, who will advise you of replacement requirements.

10. *Governing Law*. The Offer to Purchase, this Election Form and any agreement resulting from the acceptance of the Offer to Purchase will be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IMPORTANT: This Election Form or a manually signed photocopy hereof (together with certificate(s) for First Lien Notes and all other required documents) must be received by the Depositary as appropriate at or before the Expiration Time.

DUTCH AUCTION
OFFER TO PURCHASE

To the holders of First Lien Notes (the "First Lien Noteholders")

All capitalized terms not otherwise defined herein have their meanings ascribed under "Definitions" in Schedule "A" attached hereto.

The Catalyst Capital Group Inc., on behalf of various investment funds and other entities managed or controlled by it (collectively, "**Catalyst**") hereby offers to purchase from First Lien Noteholders (other than Catalyst) $70 million principal amount of 9.5% first lien senior secured notes (the "**First Lien Notes**") of Data and Audio-Visual Enterprises Wireless Inc. ("**Wireless**") that are validly deposited and not withdrawn, at or prior to the Expiration Time at the Applicable Price as set forth below and upon the terms and subject to the conditions set forth in this Offer to Purchase and in the accompanying Election Form.

The Offer to Purchase is being conducted under a "Dutch Auction" procedure. Each First Lien Noteholder (other than Catalyst) may elect to participate in the Offer to Purchase, the proceeds of which will be funded by Catalyst.

The Election Form, among other things, provides the holders of First Lien Notes with the option to elect to participate in the Offer to Purchase. The auction will stay open through the Expiration Time, and Election Forms indicating any such election are due by the Expiration Time as provided herein.

Catalyst will accept for purchase the First Lien Notes that are deposited in the Offer to Purchase in the order deposited to the Offer to Purchase. The "**Applicable Price**" for the First Lien Notes shall be determined as follows:

(i) for the first $5 million principal amount of First Lien Notes deposited to the Offer to Purchase, the bid price shall be $820.50 per $1,000 of principal amount of First Lien Notes so deposited;

(ii) for the next $5 million principal amount of First Lien Notes deposited to the Offer to Purchase, the bid price shall be $743.50 per $1,000 of principal amount of First Lien Notes so deposited;

(iii) for the next $20 million principal amount of First Lien Notes deposited to the Offer to Purchase, the bid price shall be $692.30 per $1,000 of principal amount of First Lien Notes so deposited;

(iv) for the next $20 million principal amount of First Lien Notes deposited to the Offer to Purchase, the bid price shall be $666.70 per $1,000 of principal amount of First Lien Notes so deposited; and

(v) for the next $20 million principal amount of First Lien Notes deposited to the Offer to Purchase, the bid price shall be $641.00 per $1,000 of principal amount of First Lien Notes so deposited.

To the extent First Lien Notes in excess of the amounts specified above are deposited to the Offer to Purchase on the same day, they will be subject to proration. In all cases, appropriate adjustments will be made to avoid purchases of First Lien Notes in principal amounts other than integral multiples of $1,000. For ease of reference, the First Lien Notes deposited pursuant to (i) through (v) above are referred to as the "**Original Deposited First Lien Notes**". With respect to all First Lien Notes deposited by each First Lien Noteholder in excess of the amounts referred to in (i) through (v) above, Catalyst shall have the right, but not the obligation, to take up and purchase, in whole or in part, the excess of the deposited First Lien Notes of each such First Lien Noteholder at a price per $1,000 principal amount of such excess First Lien Notes equal to the weighted average of the Applicable Price per $1,000 principal amount of the Original Deposited First Lien Notes of each such First Lien Noteholder. All other First Lien Notes deposited but not accepted under the Offer to Purchase, including pursuant to the foregoing right, will be returned to the First Lien Noteholders and will not participate in the Offer to Purchase.

If depositing First Lien Noteholders elect to participate in the Offer to Purchase by so indicating on their Election Form and submitting such Election Form by the Expiration Time as provided herein, each such holder shall receive, subject to the foregoing, its portion of the Offer to Purchase Consideration.

1. TERMS OF THE OFFER TO PURCHASE

Catalyst will be deemed to have accepted validly deposited First Lien Notes when, as and if Catalyst has given written notice thereof to the Depositary. Catalyst will give such notice with respect to all First Lien Notes validly deposited pursuant to the Offer to Purchase and accepted by Catalyst. The Depositary will act as agent for the depositing First Lien Noteholders. Catalyst shall pay the respective portion of the Offer to Purchase Consideration to the First Lien Noteholders whose First Lien Notes are validly deposited pursuant to the Offer to Purchase and accepted by Catalyst within three business days after taking up the First Lien Notes.

Catalyst reserves the right in the future to seek to acquire First Lien Notes by means of open market purchases, privately negotiated acquisitions, subsequent exchange or tender offers or otherwise, at prices or on terms that may be higher or lower or more or less favorable than those in the Offer to Purchase, in each case in accordance with applicable law, including applicable securities laws and the rules promulgated thereunder.

First Lien Noteholders who validly deposit their First Lien Notes pursuant to the Offer to Purchase will not be required to pay brokerage commissions or fees to the Depositary. First Lien Noteholders who deposit their First Lien Notes through a nominee may be required to pay a commission or a service charge. Catalyst will pay all fees, charges and expenses, other than such commissions or service charges and certain applicable taxes, in connection with the Offer to Purchase.

If First Lien Noteholders wish to deposit their First Lien Notes to the Offer to Purchase, First Lien Noteholders must follow the procedures described under "Procedures for Depositing First Lien Notes" below. If your First Lien Notes are registered in the name of a nominee, you must contact such nominee to deposit your First Lien Notes.

Subject to and effective upon acceptance for purchase of the First Lien Notes deposited in accordance with the terms of the Offer to Purchase, depositing First Lien Holders shall irrevocably sell, assign and transfer to, or upon the order of, Catalyst all right, title and interest in and to all First Lien Notes deposited and thereby irrevocably constitute and appoint the Depositary as attorney-in-fact of the First Lien Noteholder with respect to such First Lien Notes, with full power of substitution (such power of attorney being an irrevocable power coupled with an interest), to (i) deliver certificates for such First Lien Notes, if any, together with all accompanying evidences of transfer and authenticity, to, or upon the order of, Catalyst upon receipt by the Depositary, as the depositing First Lien Noteholder's agent, of the Offer to Purchase Consideration, (ii) present certificates for such First Lien Notes, if any, for cancellation and transfer on Wireless' books, (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such First Lien Notes, all in accordance with the terms of the Offer to Purchase and the Election Form, and (iv) act as proxy for the First Lien Noteholder, execute and deliver forms of proxy on behalf of the First Lien Noteholder and vote all of such deposited First Lien Notes in favour of the Plan at the Meetings.

By depositing their First Lien Notes to the Offer to Purchaser and as a condition of doing so, depositing First Lien Noteholders revoke and terminate any and all existing proxies, voting instructions or other authority, whether as agent, attorney-in-fact, attorney or otherwise, previously given or conferred or agreed to be given or conferred by such First Lien Noteholders at any time with respect to deposited First Lien Notes.

The Election Form contains various terms and conditions that are part of the Offer to Purchase and such terms and conditions are incorporated by reference herein. First Lien Noteholders are encouraged to review the Election Form in detail.

2. EXPIRATION TIME; EXTENSIONS; TERMINATION; AMENDMENTS

The Offer to Purchase will expire at the Expiration Time, which will be 11:59 PM (Toronto time), on November 12, 2014, unless extended or earlier terminated.

Catalyst expressly reserves the right, at any time or from time to time, subject to applicable law, (i) to extend or abridge the period of time during which the Offer to Purchase is open and thereby delay or accelerate acceptance for purchase of any First Lien Notes by giving written notice of such extension to the Depositary, (ii) to amend the Offer to Purchase in any respect by giving written notice of such amendment in accordance with applicable law, and (iii) to waive or amend certain conditions (whether as to all First Lien Noteholders or only as to specific First Lien Noteholders), and accept, from time to time, for purchase all First Lien Notes that are validly deposited, and not validly withdrawn, pursuant thereto prior to the Expiration Time. In addition, Catalyst may terminate the Offer to Purchase prior to the Expiration Time. In no event will the termination of the Offer to Purchase or the failure by Catalyst to accept any First Lien Notes deposited in the Offer to Purchase affect the validity of a vote in favor of the Plan at the Meetings. If the Offer to Purchase is amended in a manner determined by Catalyst to constitute a material change, Catalyst will promptly disclose such amendment in order to inform the First Lien Noteholders of such amendment. If Catalyst makes other material changes to the terms of the Offer to Purchase, Catalyst may extend the Expiration Time if necessary.

If Catalyst extends the Offer to Purchase, or if, for any reason, the acceptance for purchase of First Lien Notes is delayed or if Catalyst is temporarily unable to accept for purchase First Lien Notes pursuant to the Offer to Purchase, then, without prejudice to Catalyst's rights under the Offer to Purchase, the deposited First Lien Notes may be retained on Catalyst's behalf, and such First Lien Notes may not be withdrawn except to the extent depositing First Lien Noteholders are entitled to withdrawal rights as described under "Withdrawal Rights".

In the event that Catalyst terminates the Offer to Purchase, Catalyst will give immediate notice thereof to the Depositary, and all First Lien Notes deposited and not accepted for purchase shall be returned promptly to the depositing First Lien Noteholders thereof. In the event that the Offer to Purchase is withdrawn or otherwise not completed, First Lien Notes otherwise validly deposited and not accepted for purchase will not be purchased.

3. CONDITIONS OF THE OFFER TO PURCHASE

Notwithstanding any other provision of the Offer to Purchase, Catalyst shall not be required to accept for purchase, purchase or pay for any First Lien Notes deposited under the Offer to Purchase, and may withdraw, terminate, cancel or amend the Offer to Purchase, or may postpone the payment for First Lien Notes deposited under the Offer to Purchase if, as determined by Catalyst, acting reasonably, at or prior to the Expiration Time:

(a) there shall be threatened, instituted or pending any action or proceeding by any government or governmental authority or regulatory or administrative agency in any jurisdiction, or by any other person in any jurisdiction, before any court or governmental authority or regulatory or administrative agency in any jurisdiction: (i) challenging or seeking to cease trade, make illegal, delay or otherwise directly or indirectly restrain or prohibit the making of the Offer to Purchase, the acceptance for payment for some or all of the First Lien Notes by Catalyst or otherwise directly or indirectly relating in any manner to or affecting the Offer to Purchase, or (ii) seeking material damages or that otherwise has or may have a material adverse effect on the First Lien Notes or the business, income, assets, liabilities, condition (financial or otherwise), properties, operations, results of operations or prospects of Wireless or its subsidiaries taken as a whole or has impaired or may materially impair the contemplated benefits of the Offer to Purchase to Catalyst;

(b) there shall exist any action or proceeding threatened, pending or taken or approval withheld or any statute, rule, regulation, stay, decree, judgment or order or injunction proposed, sought, enacted, enforced, promulgated, amended, issued or deemed applicable to the Offer to Purchase or Wireless or any of its subsidiaries by any court, government or governmental authority or regulatory or administrative agency or any statute, rule or regulation shall become operative or applicable in any jurisdiction that might directly or indirectly result in any of the consequences referred to in clauses (i) or (ii) of paragraph (a) above or that would or might prohibit, prevent, restrict or delay consummation of the Offer to Purchase or would or might materially impair the contemplated benefits of the Offer to Purchase to Catalyst;

(c) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on any securities exchange or in the over-the-counter market in Canada, (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in Canada (whether or not mandatory), (iii) a natural disaster or the commencement of a war, armed hostilities or other international or national calamity directly or indirectly involving Canada, or any other country or region which Wireless or its subsidiaries maintain significant business activities, or, in the case of an existing war, armed hostilities or other international or national calamity directly or indirectly involving Canada, or any other country or region which Wireless or its subsidiaries maintain significant business activities at the commencement of the Offer to

Purchase, a material escalation thereof, (iv) any limitation by any government or governmental authority regulatory or administrative authority or agency or any other event that might affect the extension of credit by banks or other lending institutions, or (v) any change in general political, market, economic or financial conditions that has or may have a material adverse effect on Wireless' business, operations or prospects or the trading in, or value of, the First Lien Notes;

(d) any change or changes shall have occurred (or any development shall have occurred involving any prospective change or changes) in the business, assets, liabilities, properties, condition (financial or otherwise), operations, results of operations or prospects of Wireless or its subsidiaries that has, have or may have material adverse significance with respect to Wireless or its subsidiaries taken as a whole;

(e) (i) any Alternative Transaction shall have been proposed, announced or made by any individual or entity, or (ii) any depositing First Lien Noteholder shall be party to, bound by or otherwise subject to any Support Agreement, or any deposited First Lien Notes shall be subject to any Support Agreement.

Any waiver of a condition by Catalyst may be limited to specific First Lien Noteholders or may be general in nature. Any such waiver, or the withdrawal of the Offer to Purchase by Catalyst, shall be deemed to be effective on the date on which written notice of such waiver or withdrawal is delivered or otherwise communicated to the Depositary. If the Offer to Purchase is withdrawn, Catalyst shall not be obligated to take up, accept for purchase or pay for any of the deposited or deposited First Lien Notes, and the Depositary will, as soon as practicable, return all certificates for deposited or deposited First Lien Notes and Election Forms and any related documents to the parties by whom they were deposited.

The foregoing conditions are for the sole benefit of Catalyst and any non-satisfaction thereof may be asserted by Catalyst, regardless of the circumstances giving rise to any such conditions, or may be waived by Catalyst in its discretion, in whole or in part prior to the Expiration Time without prejudice to any other rights which the Catalyst may have, provided that any condition waived in whole or in part will be waived with respect to all First Lien Notes deposited to the Offer to Purchase. The failure by Catalyst at any time to exercise its rights under any of the foregoing conditions shall not constitute a waiver of any such right, and the waiver of any such right with respect to particular facts and circumstances shall not constitute a waiver with respect to any other facts and circumstances. Any determination by Catalyst concerning the events described in this section shall be final and binding on all parties, except as otherwise finally determined in a subsequent judicial proceeding or as required by law.

4. PROCEDURES FOR DEPOSITING FIRST LIEN NOTES

Proper Deposit of First Lien Notes. To deposit First Lien Notes pursuant to the Offer to Purchase, the certificates for all deposited First Lien Notes in proper form for transfer, together with a properly completed and duly executed Election Form (or a manually executed photocopy thereof) with any required signatures guaranteed by an Eligible Institution, and any other documents required by the Election Form, must be received by the Depositary at its address set forth on the Election Form, prior to the Expiration Time.

CDS will be issuing instructions to their respective participants as to the method of depositing First Lien Notes under the terms of the Offer to Purchase. A First Lien Noteholder who wishes to deposit First Lien Notes under the Offer to Purchase and whose First Lien Notes are registered in the name of an investment dealer, stock broker, bank, trust company or other nominee should immediately contact such nominee in order to take the necessary steps to be able to deposit such First Lien Notes under the Offer to Purchase.

Signature Guarantees. No signature guarantee is required on the Election Form if (i) the Election Form is signed by the registered holder of the First Lien Notes exactly as the name of the registered holder appears on the certificate deposited therewith and payment is to be made directly to such registered holder, or (ii) First Lien Notes are deposited for the account of an Eligible Institution. See the instructions set out in the Election Form. In all other cases, all signatures on the Election Form must be guaranteed by an Eligible Institution.

Method of Delivery. The method of delivery of First Lien Notes and all other required documents is at the option and risk of the depositing First Lien Noteholder. If certificates for First Lien Notes are to be sent by mail, registered mail with return receipt requested, properly insured, is recommended and the mailing must be made sufficiently in advance of the Expiration Time to permit delivery to the Depositary at or prior to the Expiration Time. Delivery will only be made upon actual receipt of such First Lien Notes by the Depositary.

Notwithstanding any other provision hereof, payment for First Lien Notes deposited and accepted for payment pursuant to the Offer to Purchase will be made only after timely receipt by the Depositary of certificates for such First Lien Notes, a properly completed and duly executed Election Form (or a manually executed photocopy thereof) relating to such First Lien Notes, with signatures guaranteed if required, and any other documents required by the Election Form.

Determination of Validity. All questions as to the number of First Lien Notes to be accepted, the price to be paid therefor, the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any deposited First Lien Notes, will be determined by Catalyst, in its sole discretion, which determination shall be final and binding on all parties, except as otherwise finally determined in a subsequent judicial proceeding in a court of competent jurisdiction. Catalyst reserves the absolute right to reject any or all deposits of First Lien Notes judged by it not to be in proper form or which, in the opinion of its counsel, may be unlawful for it to accept under the laws of any jurisdiction. Catalyst also reserves the absolute right to waive any of the conditions of the Offer to Purchase or any defect or irregularity in any deposit of First Lien Notes. No deposit of First Lien Notes will be deemed to be properly made until all defects and irregularities have been cured or waived. None of Catalyst, the Depositary or any other person will be under any duty to give notification of any defect or irregularity in deposits or incur any liability for failure to give any such notice. Catalyst's interpretation of the terms and conditions of the Offer to Purchase (including the Election Form) will be final and binding.

Under no circumstances will interest accrue or be paid by Catalyst or the Depositary on the Offer to Purchase Consideration to any person depositing First Lien Notes regardless of any delay in making payment.

Formation of Agreement. The valid deposit of First Lien Notes pursuant to any one of the procedures described above will constitute a binding agreement between the depositing First Lien Noteholder and Catalyst, effective as of the Expiration Time or such earlier or later time as the First Lien Notes are accepted and taken up by Catalyst, upon the terms and subject to the conditions of the Offer to Purchase.

5. WITHDRAWAL RIGHTS

Except as otherwise provided in this section, deposits of First Lien Notes pursuant to the Offer to Purchase will be irrevocable. First Lien Notes deposited pursuant to the Offer to Purchase may be withdrawn by the relevant First Lien Noteholder: (i) if the First Lien Notes have not been paid for by Catalyst within three business days after having been accepted or taken up; or (ii) if Catalyst has not accepted or taken up the First Lien Notes for payment prior to the Expiration Time.

For a withdrawal to be effective, a written notice of withdrawal must be received in a timely manner by the Depositary at the place of deposit of the relevant First Lien Notes. Any such notice of withdrawal must be signed by or on behalf of the person who signed the Election Form that accompanied the First Lien Notes being withdrawn and must specify the name of the person who deposited the First Lien Notes to be withdrawn, the name of the registered holder, if different from that of the person who deposited such First Lien Notes, and the number of First Lien Notes to be withdrawn. If the certificates have been delivered or otherwise identified to the Depositary then, prior to the release of such certificates, the depositing First Lien Noteholder must submit the serial numbers shown on the particular certificates evidencing the First Lien Notes to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an Eligible Institution, except in the case of First Lien Notes deposited by an Eligible Institution. The withdrawal will take effect only upon actual receipt by the Depositary of the properly completed and executed written notice.

A First Lien Noteholder who wishes to withdraw First Lien Notes from the Offer to Purchase where the First Lien Notes are registered in the name of an investment dealer, stockbroker, bank, trust company or other nominee should immediately contact such nominee in order to take the steps necessary to withdraw such First Lien Notes from the Offer to Purchase. Participants in CDS should contact these depositaries with respect to the withdrawal of First Lien Notes from the Offer to Purchase.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by Catalyst, in its sole discretion, which determination shall be final and binding on all parties. None of Catalyst, the Depositary or any other person shall be obligated to give any notice of any defects or irregularities in any notice of withdrawal and none of them shall incur any liability for failure to give any such notice.

Any First Lien Notes properly withdrawn will thereafter be deemed not to have been deposited for purposes of the Offer to Purchase. However, withdrawn First Lien Notes may be redeposited prior to the Expiration Time by again following any of the procedures described under "Procedure for Depositing First Lien Notes".

If Catalyst extends the period of time during which the Offer to Purchase is open, is delayed in its purchase of First Lien Notes or is unable to purchase First Lien Notes pursuant to the Offer to Purchase for any reason, then, without prejudice to Catalyst's rights under the Offer to Purchase, the Depositary may, subject to applicable law, retain on behalf of Catalyst all deposited First Lien Notes, and such First Lien Notes may not be withdrawn except to the extent depositing First Lien Noteholders are entitled to withdrawal rights as described herein.

6. ACCEPTANCE FOR PAYMENT AND PAYMENT FOR FIRST LIEN NOTES

Catalyst will take up deposited First Lien Notes to be purchased pursuant to the Offer to Purchase at any time prior to or promptly after the Expiration Time. Catalyst will pay for such First Lien Notes within three business days after any take up of the First Lien Notes.

Number of First Lien Notes. For purposes of the Offer to Purchase, Catalyst will be deemed to have accepted for payment, subject to proration, First Lien Notes deposited and not withdrawn if, as and when Catalyst gives written notice to the Depositary of its acceptance of such First Lien Notes for payment pursuant to the Offer to Purchase.

Payment. The Offer to Purchase Consideration will be denominated in Canadian dollars and all payments to First Lien Noteholders under the Offer to Purchase will be made in Canadian dollars.

Payment for First Lien Notes accepted for purchase pursuant to the Offer to Purchase will be made by depositing the Offer to Purchase Consideration for such First Lien Notes with the Depositary by bank transfer or other means satisfactory to the Depositary, who will act as agent for the depositing First Lien Noteholders for the purpose of receiving payment from Catalyst and transmitting such payment to the depositing First Lien Noteholders.

In the event of proration of First Lien Notes deposited pursuant to the Offer to Purchase, Catalyst will determine the proration factor and pay for those deposited First Lien Notes accepted for payment promptly after the earlier of the date of take-up or the Expiration Time.

Certificates for all First Lien Notes not purchased, including all First Lien Notes deposited and not accepted for purchase will be returned as soon as practicable after the Expiration Time or termination of the Offer to Purchase without expense to the depositing First Lien Noteholder.

The Depositary will forward, at Catalyst's expense, cheques and certificates representing all First Lien Notes not purchased by first-class insured mail, postage pre-paid, to the person signing the relevant Election Form or to such other person or such other address as identified by the person in such Election Form (unless, in the case of a cheque, the person signing the Election Form instructs the Depositary to hold such cheque for pick-up) by properly completing the box captioned "Special Delivery Instructions" in such Election Form. See "Payment in the Event of Mail Service Interruption", in the event of real or possible mail service interruption.

7. PAYMENT IN THE EVENT OF MAIL SERVICE INTERRUPTION

Notwithstanding the provisions of the Offer to Purchase, cheques in payment for First Lien Notes purchased under the Offer to Purchase and certificates for any First Lien Notes to be returned will not be mailed if Catalyst determines that delivery by mail may be delayed. Persons entitled to cheques or certificates which are not mailed for this reason may take delivery at the office of the Depositary at which the deposited certificates for the First Lien Notes were delivered until Catalyst has determined that delivery by mail will no longer be delayed. Catalyst will provide notice as provided under "Notices", of any determination not to mail under this section as soon as reasonably practicable after such determination is made. The deposit by Catalyst of cheques with the Depositary in these circumstances will constitute delivery to the persons entitled to them and payment for the First Lien Notes will be deemed to have been made immediately upon such deposit.

8. LIENS

First Lien Notes acquired pursuant to the Offer to Purchase are to be acquired by Catalyst free and clear of all liens, charges, encumbrances, security interests, claims, restrictions and equities whatsoever (including any Support Agreement), together with all rights and benefits arising therefrom.

9. NOTICES

Any notice to be given by Catalyst or the Depositary under the Offer to Purchase will be deemed to have been properly given if it is personally delivered, emailed, or mailed by first-class mail, postage prepaid, to the registered holders of First Lien Notes at their respective addresses as shown on the registers maintained in respect of the First Lien Notes and will be deemed to have been received on the first business day following the date of delivery, emailing or mailing. These provisions apply despite, (i) any accidental omission to give notice to any one or more First Lien Noteholders, and (ii) an interruption of mail service in Canada following mailing. In the event of an interruption of mail service following mailing, Catalyst will use reasonable efforts to disseminate the notice by other means, such as publication. In the event that post offices in Canada are not open for deposit of mail, or there is reason to believe there is or could be a disruption in all or any part of the postal service, any notice which Catalyst or the Depositary may give or cause to be given under the Offer to Purchase will be deemed to have been properly given and to have been received by First Lien Noteholders if it is issued by way of a news release and if it is published once in the National Edition of the Globe & Mail or the National Post. Whenever the Offer to Purchase calls for documents to be delivered to the Depositary, such documents will not be considered delivered unless and until physically received at the office of the Depositary specified in the Election Form.

10. OTHER TERMS

(a) No broker, dealer or other person has been authorized to give any information or to make any representation in connection with the Offer to Purchase other than as contained herein and in the related Election Form, and, if anyone makes any recommendation or provides any information or representation in respect of the Offer to Purchase other than as contained herein and in the related Election Form, First Lien Noteholders must not rely upon that recommendation, information or representation as having been authorized by Catalyst.

(b) The Offer to Purchase and all contracts resulting from the acceptance thereof shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(c) Catalyst, in its sole discretion, shall be entitled to make a final and binding determination of all questions relating to the interpretation of the Offer to Purchase, the validity of any acceptance of the Offer to Purchase, the pro rata entitlement of each depositing First Lien Noteholder, if applicable, and the validity of any withdrawals of First Lien Notes, except in each case as otherwise finally determined in a subsequent judicial proceeding in a court of competent jurisdiction.

(d) The Offer to Purchase is not being made to First Lien Noteholders residing in any jurisdiction where the making and acceptance of the Offer to Purchase would not be in compliance with the laws of such jurisdiction. Catalyst may, in its sole discretion, take such action as it may deem necessary to make the Offer to Purchase in any such jurisdiction and to permit acceptance of the Offer to Purchase to First Lien Noteholders in any such jurisdiction.

First Lien Noteholders are urged to carefully review the accompanying Election Form for additional information relating to the Offer to Purchase.

Dated: November 5, 2014

The Catalyst Capital Group Inc. (**on behalf of various investment funds and other entities managed or controlled by it**)

"Gabriel de Alba"

Gabriel de Alba
Managing Director & Partner

SCHEDULE "A"
DEFINITIONS

In the Offer to Purchase the following terms have the meanings set forth below:

"**Alternative Transaction**" means any purchase or sale of securities or other assets, restructuring, recapitalization, refinancing, merger, consolidation, amalgamation, take-over, exchange offer, share exchange, securities offering, compromise, arrangement, work out, reorganization, debt financing, amendment or other change to debt capital or other business combination, liquidation, dissolution, winding-up, or similar transaction, any transaction that is an alternative to the Plan or the transactions contemplated in the Plan or any other transaction, directly or indirectly, involving Wireless or Holdings or any of their respective subsidiaries or any offer or proposal made in respect of any of the foregoing.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**CCAA Proceedings**" means the proceedings under the CCAA commenced by Wireless and its affiliates pursuant to a notice of application dated September 29, 2013 in which an initial order was made.

"**Depositary**" means Equity Financial Trust Company, or another depositary designated by Catalyst, from time to time.

"**Eligible Institution**" means a Canadian Schedule I chartered bank, a member of the Securities Transfer Agents Medallion Program (STAMP) or a member of the Stock Exchange Medallion Program (SEMP). Members of these programs are usually members of a recognized stock exchange in Canada or members of the Investment Industry Regulatory Organization of Canada.

"**Expiration Time**" means 11:59 pm on November 12, 2014, unless extended or earlier terminated by Catalyst, provided, however, that no such extension shall be permitted beyond December 31, 2014.

"**Holdings**" means Data & Audio-Visual Enterprises Holdings Inc., a corporation governed by the OBCA, or any successor.

"**Meetings**" means the meetings called and conducted pursuant to and in accordance with the Plan to consider and vote on the Plan, and includes any meeting resulting from an adjournment thereof.

"**Offer to Purchase**" means Catalyst's offer to purchase First Lien Notes dated November 5, 2014 in accordance with the terms and conditions hereof.

"**Offer to Purchase Consideration**" means cash, in an amount equal to the aggregate purchase price of all deposited First Lien Notes accepted by Catalyst for purchase in the Offer to Purchase.

"**Plan**" means the plan of compromise, arrangement and reorganization under the CCAA and any other applicable law, including the schedules thereto, and any amendments, modifications or supplements thereto made in accordance with the terms thereof or made at the direction of the court pertaining to Wireless in form and substance acceptable to Catalyst, in its discretion.

"**Support Agreement**" means any commitment, agreement, undertaking, understanding or arrangement in relation to an Alternative Transaction or which sets out or offers terms or conditions in respect of the rights or obligations of the depositing First Lien Noteholder to vote, cause to vote or agree to vote its First Lien Notes in connection with any Alternative Transaction.

This is **Exhibit "K"** to the
Affidavit of James Riley
sworn before me this 26th
day of November, 2014

David Moore

A Commissioner, etc.

Bellmore & Moore
Barristers & Solicitors

Brian P. Bellmore, B.Sc., LL.B., LL.M.
David C. Moore, B.Sc., LL.B.
Karen M. Mitchell, B.A., LL.B.
Kenneth G.G. Jones, LL.B.
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VIA EMAIL to rchadwick@goodmans.ca

November 18, 2014

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attn: Robert Chadwick

Dear Mr. Chadwick:

Re: Catalyst Capital Group Inc. and Data & Audio Visual Enterprises Wireless Inc.
Court File No.: CV 13-10016-00CL
Our File No.: CATA407

1. Since the informal meeting between yourself, representatives of CI, and representatives of Catalyst (Gabriel De Alba and Jim Riley) on September 24, 2014, Catalyst has made several attempts to engage in discussions with your clients for the purpose of achieving a consensual restructuring of Mobilicity.

2. These efforts have included the following:

   (1) Delivery of a term sheet on Friday, October 10, 2014, detailing the elements of the proposed restructuring, which had been discussed conceptually on September 24th;

   (2) Delivery of a lengthy and detailed draft plan on October 24, 2014, which included provisions for a proposed "Dutch Auction" to provide an immediate exit option for First Lien Holders. The communication accompanying this material indicated that while Catalyst considered the proposed Plan to be fair and reasonable, Catalyst was "open to consider changes to the Plan that do not materially diminish its economics". Catalyst requested that a meeting be arranged as soon as possible.

   (3) Delivery of a Notice of Motion on October 27, 2014, identifying various steps which needed to be completed and potential court directions that would likely be required;

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(4) Delivery of revised materials in connection with the aforementioned proposals during the week of November 3rd, in which the transactions were staged into three parts. Once again, Catalyst requested meeting to discuss the proposed Plan as soon as possible.

3. Concurrent with the above, Mr. De Alba was in contact from time to time with Barry Goldberg. As you know Mr. Goldberg is a financial advisor to Mobilicity and was designated by your group as an intermediary to pass on their responses to Catalysts' proposals.

4. Since September 24th there have been no direct meetings between our clients, and while Mr. Goldberg has passed on some conceptual comments, no specific proposals or responses have been received from your clients.

5. The last response, communicated through Mr. Goldberg late last week, was two-fold:

(1) Why doesn't Catalyst just buy Mobilicity?

(2) The Senior Lien Holders would support a special loan by Catalyst to Mobilicity for the purpose of acquiring AWS-3 spectrum in the upcoming auction, but are not prepared to agree at this time to any post auction restructuring plan.

6. With respect to (2) above, I understand the suggestion was – as communicated by Mr. Goldberg – that if Mobilicity was successful in acquiring AWS-3 spectrum in the upcoming auction using funding provided by Catalyst, and if following such acquisition the parties were unable to agree upon a restructuring plan, the newly acquired spectrum would then somehow revert to Catalyst, who would be at liberty to use or sell it as Catalyst saw fit.

7. Catalyst is very dismayed by these responses and, more generally, by the unwillingness of your clients to meet or provide any specific responses to the various term sheets and plans that Catalyst has delivered over the past 6 weeks.

8. In Catalyst's view, a valuable but fast eroding business opportunity exists in relations to the upcoming auction. Catalyst is of the view that, if Mobilicity does not participate in the auction, its inability to offer LTE services will materially erode its client base and book of business as well as its value (already much diminished) to the continuing detriment of all concerned.

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9. Catalyst is aware, and your clients have emphasized, that they have in the past been focused on a transaction with Telus as the way to exit their investment. It is self-evident that that transaction is a pipe dream given the policies of the government and given that there is no certainty that those policies will ever be changed by any future government in any reasonable time period.

10. If your clients are prepared to agree with Catalyst, it is vital that they so communicate. If they have a counter proposal, again it is vital that they tell Catalyst what it is. The reality of the imminent spectrum auction with pre-qualification in January compels a rapid response, failing which the results for all Mobilicity stakeholders will be very ugly indeed. If Mobilicity is not in a position to participate in the spectrum auction, it may well end up being bought by somebody some day but Catalyst would fully expect the price to be a fraction of the present value. There is no reason why the options proposed by Catalyst or, if your clients have an alternative proposal, that proposal should not be the subject of immediate business discussions. Catalyst respectfully suggests that that is the appropriate course of action, and that such discussions should occur on an urgent basis. There needs to be enough time not only to agree on a sensible restructuring proposal but implement it before the auction.

11. Please advise me of your client's instructions and intentions as soon as possible.

Yours very truly,

BELLMORE & MOORE

David Moore

Per: David C. Moore

DCM/bh

This is **Exhibit "L"** to the
Affidavit of James Riley
sworn before me this 26th
day of November, 2014

David Moore

A Commissioner, etc.

Bellmore & Moore
Barristers & Solicitors

Brian P. Bellmore, B.Sc., LL.B., LL.M.
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VIA EMAIL to orestes.pasparakis@nortonrosefulbright.com
and to wailed.soliman@nortonrosefulbright.com

November 19, 2014

NORTON ROSE CANADA LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street
Toronto, ON M5K 1H1

Attn: Orestes Pasparakis and Walied Soliman

Dear Orestes and Walied:

Re: Catalyst Capital Group Inc. and Data & Audio Visual Enterprises Wireless Inc.
Our File No.: CATA407

1. Since early this year, Catalyst has been urging everyone to develop an alternate plan for the restructuring of Mobilicity.

2. No such Plan has been forthcoming.

3. On September 24, 2014, I wrote to Walied Soliman advising that Catalyst would be meeting with Mr. Chadwick and representatives of C.I. to outline a potential restructuring of the Company. In that letter, I wrote as follows:

> "In our view, the stakeholders with the most at risk—the First Lien Holders—need to develop a restructuring plan for Mobilicity which will enable the company to participate in the upcoming spectrum auction, take advantage of the new regulatory rules, and expand its operations into a viable and valuable business.
>
> In our view, achieving this is possible. But it must be done quickly, or else the window of opportunity presented by the above developments will close.

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As mentioned in our telephone call last night, a meeting has been arranged for 3 pm today between Catalyst and representatives of certain First Lien Holders to discuss the above business issues. Catalyst has a proposed structure/transaction that it intends to present at this meeting in which it is willing to take the lead. But this structure is not a precondition, and Catalyst would welcome the participation of the other First Lien holders in such an initiative.

Catalyst views this meeting as an important first step to finding the right business solution."

4. Shortly thereafter, I contacted Mr. Chadwick to follow-up. Mr. Chadwick indicated that, in the first instance, the First Lien Holders he represents wished to communicate with Catalyst through Barry Goldberg, a financial advisor to Mobilicity.

5. Since that time, Catalyst has made numerous efforts to follow-up on the above initiatives:

   (a) When Catalyst was advised that a term sheet was needed to enable Mr. Chadwick's Lien Holders to consider the proposals, Catalyst agreed to do so. A detailed term sheet was prepared and delivered on October 10, 2014.

   (b) When Mr. Goldberg provided some conceptual comments indicating that it would be desirable to include a mechanism to provide First Lien Holders with an opportunity to sell their bonds, Catalyst prepared a detailed Draft Plan which included a Dutch auction for this purpose. This was circulated by Mr. Levin on October 24, 2014. Mr. Levin indicated that,

      "…while Catalyst considered the proposed Plan to be fair and reasonable, Catalyst was "open to consider changes to the Plan that do not materially diminish its economics". Catalyst requested that a meeting be arranged as soon as possible."

   (c) When Mr. Goldberg indicated that Catalyst's proposals appeared to have merit, but passed on general comments that Catalyst should consider separating the transactions, Catalyst prepared a revised Term Sheet and a revised Draft Plan which reflected these suggestions. These materials were circulated during the week of November 3, 2014. Once again, Catalyst requested a meeting to discuss the proposed Plan as soon as possible.

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6. Last week, in his continuing role as a go-between, Mr. Goldberg advised Gabriel De Alba that Mr. Chadwick's clients had met and had reviewed the latest materials. Their response, communicated by Mr. Goldberg, was as follows:

   (a) Why doesn't Catalyst just buy Mobilicity?

   (b) The Senior Lien Holders would support a special loan by Catalyst to Mobilicity for the purpose of acquiring AWS-3 spectrum in the upcoming auction, but are not prepared to agree at this time to any post auction restructuring plan.

7. Catalyst is completely frustrated. To date, Mr. Chadwick's clients have refused to meet to discuss the specifics of any of Catalyst's proposals, despite repeated requests to do so. They have not communicated any specific responses or counterproposals to any of the business terms proposed by Catalyst. Instead, they have responded with vague generalities.

8. The effect of this has wasted precious time. These delays have prejudiced the attempts to move forward with a restructuring of Mobilicity. They have also jeopardized Mobilicity's ability to participate in the upcoming ACW-3 Spectrum Auction, given the steps which must be completed make this happen (as outlined in my letter dated October 27, 2014 and the Notice of Motion enclosed therewith).

9. All of this is happening in circumstances where the First Lien Holders have made it clear that they are not going to advance <u>any</u> funds pursuant to the "DIP" funding approved by the Court in September 2013, let alone the funds required to enable Mobilicity to acquire new ACW-3 Spectrum, or to increase the size and value of its business.

10. Catalyst has made it clear that it strongly believes a <u>consensual business situation</u> can and should be negotiated, focusing on the upcoming AWC-3 Auction. Failing this, the value of Mobilicity will continue to deteriorate and the economic interests of all First Lien Holders, already compromised, will deteriorate further. Catalyst has repeatedly set out the reasons it believes a restructuring is critical, why any contained reliance on a speculative resurrection of a Telus transaction at some unknown time is inappropriate, and why these matters are urgent.

11. In making these observations, I should add that Catalyst acknowledges and is appreciative of Mr. Goldberg's efforts. Unfortunately, those efforts have been stymied.

12. Mobilicity and its Board of Directors have an important role to play. The Company and its directors should take the initiative themselves to advance a restructuring proposal in a timely manner. Doubtless the position and interest of Mr. Chadwick's Holders are important considerations. In recognition of this, I have written to Mr. Chadwick urging a meaningful and timely response to Catalyst's proposals (a copy of my letter dated November 18, 2014 is

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enclosed). But, if his clients are unwilling or unable to engage in negotiations to achieve a beneficial business solution, Mobilicity should not sit idly by.

13. In Catalyst's view, Mobilicity can and should engage in direct discussions with Catalyst, for the purpose of finalizing a restructuring plan that is in the best interests of the Company. I have little doubt (based on my understanding of the personal views expressed by Mr. Goldberg to Mr. De Alba) that such discussions would result in a Plan of Arrangement that would be acceptable to Catalyst, and beneficial to the company.

14. Catalyst respectfully requests a meeting with business representatives of Mobilicity for this purpose as soon as possible.

Yours very truly,
BELLMORE & MOORE

David Moore

Per: David C. Moore
DCM/bh

Enclosures

cc. Virginie Gauthier at virginie.gauthier@nortonrosefulbright.com
Evan Cobb at evan.cobb@nortonrosefulbright.com

This is **Exhibit "M"** to the
Affidavit of James Riley
sworn before me this 26th
day of November, 2014

A Commissioner, etc.

Goodmans LLP

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rchadwick@goodmans.ca

November 20, 2014

Via Email

David C. Moore
Bellmore & Moore
393 University Avenue
Suite 1500
Toronto, ON M5G 1E6

Re: Data & Audio Visual Enterprises Holdings Inc. and its subsidiaries ("Mobilicity" or the "Company")

Dear Mr. Moore:

As you are aware, we are counsel to the Mobilicity ad hoc committee of noteholders who hold approximately 67 percent of the first lien notes, 100 percent of the second lien notes, and approximately 95 percent of the unsecured senior notes (the "**Ad Hoc Committee of Noteholders**"). Our clients also provided the initial DIP facility authorized and approved under the Initial Order granted in the Company's CCAA proceedings.

While this letter is not intended to address each statement of your letter of November 18, 2014 (and whether or not we agree or dispute each such statement), we would like to clarify certain matters raised in your November 18 letter.

At our meeting on September 24, 2014, we discussed and explored a number of potential options and alternatives for the Company and had constructive and productive dialogue with respect to such potential options and alternatives. At the meeting we discussed, among other things, a potential financing transaction to fund the Company's participation in the upcoming AWS-3 spectrum auction. We also discussed that any such transaction would need to take into account the interests of the Company's stakeholders, including those parties that would not be participating in providing such funding. It is the view of our clients that your proposal is not currently a solution for the Company and its stakeholders.

We are of the view that no CCAA restructuring plan, DIP funding or material transaction with Mobilicity or involving Mobilicity can be advanced or completed without the support of our clients.

The comments made in paragraph 6 of your November 18 letter may need clarification. In particular, if, following a successful acquisition of spectrum at the upcoming AWS-3 spectrum auction by Mobilicity using funding provided by Catalyst, the parties were unable to agree upon a restructuring plan, the newly acquired spectrum would not revert to Catalyst. If Catalyst provided funding for such an acquisition of spectrum, it would receive a Court-ordered priority charge on such spectrum, and we understand that a resolution to address such security would need to be determined

Goodmans LLP

among the Company and its stakeholders. Such resolution should be made when facts relating to the Company, any potential acquisition of spectrum and other relevant matters become more certain.

We have been consistent in our view regarding considering various options and alternatives that may be beneficial to the Company and its stakeholders (including a motion under section 11.3 of the CCAA, a sale of the Mobilicity assets, an investment in Mobilicity, a financing of Mobilicity, and/or maintaining the status quo) and we will continue to explore all potential options and alternatives, including other potential financing sources for the upcoming AWS-3 spectrum auction.

Since our meeting on September 24, 2014, the Company, the Ad Hoc Committee of Noteholders and their respective advisors have had ongoing discussions to advance matters. We believed it would be more efficient to have Canaccord be the point of contact for discussions with you and your client to avoid multiple discussions that could lead to confusion or miscommunication.

We also disagree with the comments made in paragraph 9 of your November 18 letter. We believe that a motion under section 11.3 of the CCAA would be successful and that a transaction with an incumbent could be achieved.

As you know, I have consistently and repeatedly said to both you and Mr. Riley that as counsel to the Ad Hoc Committee of Noteholders we have always remained available to meet with you to discuss matters, attempt to reach common ground and be clear as to our views on any position advanced by your client.

We continue to remain available to discuss and advance restructuring proposals or alternatives to protect the interests of the Company and its stakeholders with you and your client through Canaccord or other appropriate channels. I am available to discuss matters in more detail with you at any time.

Yours very truly,

Goodmans LLP

Robert J. Chadwick

6394018

This is **Exhibit "N"** to the
Affidavit of James Riley
sworn before me this 26th
day of November, 2014

Dack Moore

A Commissioner, etc.

November 21, 2014

Sent By E-mail

David C. Moore
Bellmore & Moore
Barristers and Solicitors
Suite 1600
393 University Avenue
Toronto, ON M5G 1E6

NORTON ROSE FULBRIGHT
Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
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F: +1 416.216.3930
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Marc Kestenberg
+1 416.216.3977
marc.kestenberg@nortonrosefulbright.com

Your reference

Our reference
01021782-0003

Dear Mr. Moore:

Mobilicity re: Catalyst letter dated November 19, 2014

Thank you for your letter dated November 19, 2014.

Mobilicity and its board of directors have been working in good faith and with due diligence in the pursuit of Mobilicity's restructuring activities, including by facilitating discussions amongst its stakeholders and continuing to explore value maximizing alternatives and transactions for its business and stakeholders.

We understand that, to date, the terms and structure of the transaction proposed by Catalyst do not have the support of the clients that Mr. Chadwick represents (the ***Ad Hoc* Committee of Noteholders**). We understand that Mr. Chadwick has responded directly to you in this regard.

Mobilicity continues to encourage Catalyst and the *Ad Hoc* Committee of Noteholders to engage in a productive discussion with a view to implementing a solution. In this regard, Canaccord Genuity, financial advisors to Mobilicity, communicated to Catalyst two different transaction structures that would be supported by the *Ad Hoc* Committee of Noteholders, depending on terms, price and structure. The Mobilicity Group would be pleased to facilitate any discussion involving those or other transaction structures and we remain available to discuss or meet with you at any time.

Yours very truly,

Marc Kestenberg
Partner

MK/ac

DOCSTOR: 5037476\3

This is **Exhibit "O"** to the
Affidavit of James Riley
sworn before me this 26th
day of November, 2014

David Moore

A Commissioner, etc.

The Catalyst
Capital Group Inc.

77 King Street West
Royal Trust Tower
TD Bank Centre
Suite 4320, P.O. Box 212
Toronto, Ontario M5K 1J3

Telephone: 416.945.3000
Facsimile: 416.945.3060

November 21, 2014

Geof Marshall
Kevin McSweeney
CI Investments – Signature Global Advisors
2 Queen Street East
20th Floor
Toronto, ON M5C 3G7
Canada

Dear Geof and Kevin,

On September 24, 2014, Gabriel and I met with you.

The purpose was to begin a *bona fide* business dialogue regarding the ways and means to achieve a viable restructuring of Mobilicity.

In Catalyst's view this was urgently required, and needed to be done in a manner which (a) recognized the current economic and practical realities, and (b) gave those stakeholders with a real financial interest (the First Lien Holders) an opportunity to participate.

In the ensuing two months, we have gotten nowhere.

I want to say three things:

(1) Catalyst genuinely does not understand your continued reliance upon a Telus transaction as being the answer to Mobilicity's problems. We fully appreciate how a transaction involving payment of over $350 MM for Mobilicity is very attractive and would serve the interests of all stakeholders. There is one basic problem: it is impossible to achieve.

There are significant risks, costs, delays and uncertainties inherent in any Section 11.3 Motion - especially where there is no current purchaser. Leaving these aside the reality is that even if a successful motion could be brought, events have shown that no incumbent (including Telus) would be willing to purchase Spectrum from Mobilicity - with all of the attendant regulatory risks - so long as the current government remains in power.

And so, continued reliance on this 18 month old strategy amounts to a gamble upon the results of the next Federal election.

Even if Mobilicity could stay in business long enough, I respectfully suggest that this speculative approach is imprudent, inconsistent with your fund's fiduciary duties to its investors, and contrary to the reasonable expectations of your fellow First Lien Holders.

(2) There is no DIP financing for Mobilicity. Looking back, it is clear that the underlying intent of your firm and the other DIP lenders was not to provide any assured funding, but rather to retain an option for potential funding based upon a highly subjective condition buried in the fine print. This was inconsistent with the representations to the Court on September 30, 2013 that the first tranche of DIP funding was guaranteed.

The current "DIP" is dead, and has been for a long time. Real DIP Funding on proper terms is required, and quickly.

(3) A continuation of the status quo will cause Mobilicity to miss out on the upcoming AWS-3 Spectrum Auction and squander a valuable financial opportunity. This would be highly damaging to Mobilicity and to all First Lien Holders, regardless of any divergent opinions about (1) above.

We need to determine, though face-to-face discussions among the business principals, whether any will exists to find a consensual, sensible business solution.

We must meet as soon as possible.

Please forward this letter to the group you purport to represent. In the absence of your confirmation that you have done so, we will forward it by email.

Yours truly,

James A. Riley

This is **Exhibit "P"** to the
Affidavit of James Riley
sworn before me this 26^{th}
day of November, 2014

David Moore

A Commissioner, etc.

From: Goldberg, Barry <BGoldberg@canaccordgenuity.com>
Sent: Friday, November 21, 2014 5:58 PM
To: Gabriel De Alba
Cc: baziz@bluetreeadvisors.com; 'Chadwick, Robert (rchadwick@goodmans.ca)'
Subject: MOBI

Gabriel,

I have been asked by counsel to the ad hoc committee to deliver the attached DIP Term Sheet to you on a "without prejudice" basis. You will recall that one of the options the bond holders said they would like to advance with Catalyst is a DIP like structured financing of the AWS-3 auction. To move things along, the attached represents the terms on which the bondholders wish to proceed. I'm available to discuss over the weekend.

Best, Barry

Barry Goldberg
Managing Director
Global Head of M&A and Restructuring
Canaccord Genuity

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Toronto, ON M5J 2S1

This is **Exhibit "Q"** to the
Affidavit of James Riley
sworn before me this 26th
day of November, 2014

Dale Moore

A Commissioner, etc.

Bellmore & Moore
Barristers & Solicitors

Brian P. Bellmore, B.Sc., LL.B., LL.M.
David C. Moore, B.Sc., LL.B.
Karen M. Mitchell, B.A., LL.B.
Kenneth G.G. Jones, LL.B.
Diana M. Soos, B.Sc., M.B.A., LL.B.

Suite 1600
393 University Avenue
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M5G 1E6
Tel: 416-581-1818
Fax: 416-581-1279

BY EMAIL to lwilliams@tgf.ca

November 25, 2014

Thornton Grout Finnigan LLP
TD Centre
100 Wellington St. W., Suite 3200
P.O. Box 329
Toronto, ON M5K 1K7

Attn: Leanne Williams

Dear Ms. Williams:

Re: In the Matter of Data & Audio-Visual Enterprises Holdings Inc., et al.
Court File No. CV-13-10274-00CL

Further to our meeting last Friday, I am writing to update you.

Jim Riley did not receive any response to the letter which he wrote to his business counterparts at CI.

However, late on Friday, Catalyst received an email from Mr. Goldberg attaching a without prejudice term sheet. The email (but not the term sheet) is attached.

Catalyst has reviewed the term sheet. There are several basic problems with it. Nonetheless, it does represent a specific response and that at least represents a reason for discussion.

Accordingly, I am writing to confirm the request/discussion on Friday whereby the Monitor was going to try to set-up a business meeting(s) between Catalyst, Mobilicity and principals of the Ad Hoc Committee of Noteholders (and their counsel if desired).

Bellmore & Moore

When you have a chance, please call me to discuss timing, as well as the motion returnable on Thursday.

Yours very truly,
BELLMORE & MOORE

David Moore

Per: David C. Moore
DCM/bh

Enclosure (1)

Commercial List No CV 13-10274-00CL

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

IN THE MATTER OF In the matter of a Plan of Compromise or Arrangement of 8440522 Canada Inc., Data & Audio-Visual Enterprises Wireless Inc., and Data & Audio-Visual Enterprises Holdings Inc.

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

AFFIDAVIT OF JAMES RILEY
(Sworn November 26, 2014)

BELLMORE & MOORE
Barristers and Solicitors
393 University Avenue, Suite 1600
Toronto, Ontario M5G 1E6

David C. Moore
Tel: (416) 581-1818
Fax: (416) 581-1279

Solicitors for Catalyst Capital Group Inc.

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

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

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

RESPONDING RECORD OF THE CATALYST CAPITAL GROUP INC.
(Stay Extension Motion – November 27, 2014)

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