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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

Applicants

MOTION RECORD OF THE APPLICANTS
(Returnable July 15, 2015)

July 14, 2015

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

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Tab 1

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Applicants

NOTICE OF MOTION
(Returnable July 15, 2015)

The Applicant, Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") will make a motion to a Judge presiding over the Commercial List on July 15, 2015 at 3:00 p.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. an Order in the form of the draft order included in the Applicants' Motion Record (the "**Draft Order**"):

   (a) Abridging and validating the time for service of the Notice of Motion, Motion Record and the Fifteenth Report of Ernst & Young Inc., in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**"), to be filed (the "**Fifteenth Report**"), so that this Motion is properly returnable on July 15, 2015 and dispensing with further service thereof;

   (b) Modifying all signing authorities in respect of Holdings' bank accounts such that all cheques and other banking documents in respect of any of Holdings' bank accounts will require the signature of only the Chief Restructuring Officer, in consultation with the Monitor;

(c) Ratifying and confirming the discharge of Ernst & Young Inc., in its capacity as court-appointed Monitor of Holdings' former subsidiaries, Data & Audio Visual Enterprises Wireless Inc. ("**Wireless**"), 8445022 Canada Inc. and 2451608 Ontario Inc. (collectively, the "**Wireless Entities**") effective retroactively to the date of filing of the Monitor's Certificate (as defined in the Order of this Court made in the these proceedings on June 29, 2015 (the "**Vesting Order**")) with the Court pursuant to the Vesting Order;

(d) Approving the activities of Ernst & Young Inc., in its capacity as court-appointed Monitor of the Wireless Entities up to the filing of the Monitor's Certificate with the Court pursuant to the Vesting Order;

(e) Modifying the title of these proceedings to reflect their termination in respect of the Wireless Entities;

(f) Authorizing and directing the Monitor to make a distribution in full and final satisfaction of all outstanding obligations under the DIP Notes; and

(g) Such further and other relief as counsel may request and this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Introduction

2. Holdings and its former subsidiaries, Wireless and 8445022 Canada Inc., commenced proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and obtained the Initial Order in these proceedings on September 30, 2013;

3. On June 24, 2015, this Court approved the transaction pursuant to which Rogers Communications Inc., or its designated affiliate, would purchase all the shares of Wireless from Holdings (the "**Rogers Sale**") for aggregate consideration of $465 million, subject to

certain adjustments;

4. On June 29, 2015, this Court granted the Vesting Order, which provided for, among other things,:

(a) the vesting in Rogers' designated affiliate of all of Holdings' right, title and interest in and to the shares of Wireless, free and clear of all encumbrances; and

(b) the termination of these proceedings in respect of the Wireless Entities, effective upon completion of the Rogers Sale;

Administrative Changes Following Rogers Sale

5. The Rogers Sale was completed effective July 2, 2015, and Holdings is now the only Applicant that remains in these proceedings;

6. However, the Monitor has not yet been discharged in respect of the Wireless Entities;

7. The title of these proceedings also continues to include the Wireless Entities as Applicants;

8. Currently, Holdings' banking arrangements require signatures of two duly appointed signing officers on all material banking documents, however the Chief Restructuring Officer is the only one of these officers with day-to-day administrative roles who remains;

Distribution

9. Holdings seeks to repay amounts that are due and owing under the DIP Notes and which it believes should be paid out at this time;

General

10. The provisions of the CCAA; and

11. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of William E. Aziz sworn July 14, 2015, and the Exhibits attached thereto;

2. The Fifteenth Report of the Monitor; and

3. Such further and other material as counsel may advise and this Court may permit.

July 14, 2015

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Lawyers for the Applicant

TO: The Attached Service List

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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Applicants

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable July 15, 2015)

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Tab 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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Applicants

AFFIDAVIT OF WILLIAM E. AZIZ
(July 14, 2015)

I, WILLIAM E. AZIZ, of the Town of Oakville, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of BlueTree Advisors II Inc. ("**BlueTree**"), which was retained by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**") to provide my services to Holdings and its now former affiliates (collectively, with Holdings, the "**Mobilicity Group**") as Chief Restructuring Officer of the Mobilicity Group. BlueTree was retained pursuant to an Engagement Letter dated April 24, 2013.

2. My engagement was ratified and confirmed by Order of this Court on September 30, 2013 (as amended, the "**Initial Order**").

3. I began overseeing the restructuring efforts of the Mobilicity Group on April 24, 2013.

4. BlueTree's appointment as Chief Restructuring Officer of Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**"), 8440522 Canada Inc. and 2451608 Ontario Inc.

(collectively, the "**Wireless Entities**"), my engagement under that appointment, and my role as the sole director of the Wireless Entities, were discharged by Order of this Court on June 29, 2015 (the "**Vesting Order**"). That discharge became effective upon completion of the Rogers Sale (as defined below). The Rogers Sale was completed on July 2, 2015.

5. At this time, BlueTree remains the Chief Restructuring Officer of Holdings, and my engagement by BlueTree in connection with that role continues. I am also a director of Holdings. As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated.

Introduction

6. The Mobilicity Group commenced these proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended, (the "**CCAA**") and obtained an Initial Order in these proceedings on September 30, 2013.

7. Ernst & Young Inc. was appointed as Monitor of the Mobilicity Group (the "**Monitor**") pursuant to the Initial Order and the Order of the Court granted on January 28, 2015.

8. On June 23, 2015, Holdings and Wireless entered into an agreement with Rogers Communications Inc. pursuant to which Holdings would sell its right, title and interest in the shares of Wireless (Holdings' wholly-owned operating subsidiary) to Rogers Communications Inc. or its designated affiliate (the "**Rogers Sale**") for aggregate consideration of $465 million, subject to certain adjustments.

9. On June 24, 2015, this Court granted an Order (the "**Sale Approval Order**") approving the Rogers Sale. The Sale Approval Order also approved a letter agreement between Holdings, Wireless and The Catalyst Capital Group Inc. on its own behalf and on behalf of the funds that it manages. A copy of the Sale Approval Order is attached hereto as Exhibit "A".

10. On June 29, 2015, the Vesting Order was granted by this Court. The Vesting Order provided, among other things, that:

(a) all of Holdings' right, title and interest in, among other things, the shares of Wireless would be transferred to an affiliate of Rogers Communications Inc., free and clear of all encumbrances other than Permitted Liens (as defined in the Vesting Order); and

(b) effective upon completion of the Rogers Sale, this proceeding under the CCAA was to be terminated solely in respect of the Wireless Entities; provided, however, that the stay of proceedings in respect of the Wireless Entities remained in effect in respect of the Wireless Entities for an additional 14 days.

A copy of the Vesting Order is attached hereto as Exhibit "B".

11. I swear this Affidavit in support of a motion under the CCAA seeking an order, among other things:

(a) modifying all signing authorities in respect of Holdings' bank accounts such that all cheques and other banking documents in respect of any of Holdings' bank accounts will require the signature of only myself, as signing officer, after consultation with the Monitor;

(b) ratifying and confirming the discharge of Ernst & Young Inc., in its capacity as court-appointed Monitor of the Wireless Entities, effective retroactively to the date of filing of the Monitor's Certificate with the Court pursuant to the Vesting Order;

(c) approving the activities of Ernst & Young Inc., in its capacity as court-appointed Monitor of the Wireless Entities up, to the filing of the Monitor's Certificate with the Court pursuant to the Vesting Order;

(d) modifying the title of these CCAA Proceedings to reflect the termination of these CCAA Proceedings in respect of the Wireless Entities; and

(e) authorizing and directing the Monitor to distribute the remaining amounts owing under the DIP Notes in full and final satisfaction of all outstanding obligations under the DIP Notes.

12. I swore an Affidavit on June 23, 2015 (the "**June 23 Affidavit**") in support of the Sale Approval Order. I also swore an Affidavit on June 29, 2015 in support of the Vesting Order (the "**June 29 Affidavit**"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the June 23 Affidavit and the June 29 Affidavit, copies of which are attached hereto without exhibits, as Exhibit "C" and "D", respectively.

Assets of Mobilicity and Repayment of DIP Notes

13. In connection with the Rogers Sale, and pursuant to the Vesting Order, the Monitor received, in escrow, the Cash Amount, which totals $344,448,289.43.

14. Holdings currently holds all cash that was owned or held by Wireless immediately prior to the completion of the Rogers Sale, which totals $4,933,228.11. Holdings has total cash on deposit of $4,935,167.67 (the "**Holdings Cash on Deposit**").

15. At this time, Holdings has no operations or material assets other than the Cash Amount, the Holdings Cash on Deposit and certain tax losses. In connection with the Rogers Sale, Holdings may also receive additional payments associated with certain post-closing working capital adjustments.

16. At this time, Holdings, in consultation with the Monitor, continues to consider the most suitable method by which to distribute these funds.

17. In the interim, Holdings seeks to repay amounts owing under the DIP Notes, which it believes should be paid out at this time.

Signing Authorities of Holdings

18. Following completion of the Rogers Sale, Holdings is the only remaining Applicant in these CCAA Proceedings.

19. At this time, Holdings' banking arrangements require signatures of two duly appointed signing officers on all material banking documents. However, only one signing officer with day-to-day administrative roles at Holdings—being myself—currently remains. As a result, Holdings proposes that its banking arrangements be amended to allow all banking documents, including cheques, to be executed by me alone in consultation with the Monitor. A schedule listing the bank accounts to which this arrangement would apply is attached to Holdings' draft form of order as Confidential Schedule "A".

Discharge of the Monitor of the Wireless Entities

20. The Vesting Order provided that upon completion of the Rogers Sale, these CCAA Proceedings would be terminated solely in respect of the Wireless Entities. The Rogers Sale has now been completed. Accordingly, I understand that the Monitor requests that it be discharged in respect of its role as court-appointed Monitor of the Wireless Entities, effective retroactively to the date of the Monitor's filing with the Court of the Monitor's Certificate in connection with the Rogers Sale. Holdings has no objection to this discharge.

21. I understand that the Monitor will also request approval of its activities in respect of the Wireless Entities up to the Monitor's filing with the Court of the Monitor's Certificate in connection with the Rogers Sale.

Amendment Of Title Of Proceedings

22. As the Wireless Entities are no longer the subject of these CCAA Proceedings, Holdings believes that the removal of the Wireless Entities from the title of these proceedings is appropriate and requests that the title of these proceedings be amended as follows:

> IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,*
> R.S.C. 1985, c. C-36, AS AMENDED
>
> AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

SWORN BEFORE ME at the City of Toronto, Province of Ontario, on July 14, 2015. Commissioner for Taking Affidavits	William E. Aziz WILLIAM E. AZIZ

This is **Exhibit "A"** referred to in the

Affidavit of **William E. Aziz**

sworn before me, this **14th day**

of **July, 2015**

A Commissioner for taking Affidavits

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 24TH
	)	
JUSTICE NEWBOULD	)	DAY OF JUNE, 2015

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

Applicants

ORDER
(Sale Approval)

THIS MOTION made by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**"), Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**"), 8440522 Canada Inc. and 2451608 Ontario Inc. (collectively with Holdings, Wireless and 8440522 Canada Inc., the "**Applicants**") for an Order (the "**Sale Approval Order**") approving the sale transaction (the "**Transaction**") contemplated by a share purchase agreement between Holdings, Wireless and Rogers Communications Inc. (the "**Purchaser**") dated June 23, 2015 (the "**Sale Agreement**") and attached as Confidential Appendix "F" to the Affidavit of William E. Aziz, sworn June 23, 2015 (the "**Aziz Affidavit**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Aziz Affidavit, the Thirteen Report of Ernst & Young Inc., in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**"), dated June 23, 2015 (the "**Thirteenth Report**") and upon hearing the submissions of counsel for the Applicants, the Monitor, the Ad Hoc Committee of Noteholders, the Purchaser, and Catalyst (as defined below) and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of Alexander Schmitt sworn June 24, 2015.

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall be as defined in the Sale Agreement.

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

3. **THIS COURT ORDERS AND DECLARES** that the Transaction and the execution of the Sale Agreement by Holdings and Wireless is hereby authorized and approved, with such minor amendments as Holdings or Wireless (with the consent of the Monitor) may deem necessary. Wireless and Holdings are each authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction.

4. **THIS COURT ORDERS AND DECLARES** that the letter agreement with The Catalyst Capital Group Inc., on its own behalf and on behalf of the funds that it manages (collectively, "**Catalyst**"), which is attached to the Aziz Affidavit as Confidential Exhibit "G" (the "**Catalyst Letter**"), and the execution of the Catalyst Letter by Holdings and Wireless, is hereby authorized and approved.

5. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; and

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

the Transaction shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

7. **THIS COURT ORDERS** that the Sale Agreement and the Catalyst Letter, attached as Confidential Exhibits "F" and "G" to the Aziz Affidavit are hereby sealed pending further Order of the Court and shall not form part of the public record.

8. **THIS COURT ORDERS** that the Applicants are authorized to bring a motion before this Court on June 29, 2015 for the Vesting and Distribution Order (as defined in the Aziz Affidavit).

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give

effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Holdings and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist Holdings, the Monitor and/or their respective agents in carrying out the terms of this Order.

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

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

JUN 2 4 2015

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(SALES APPROVAL)

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

Orestes Pasparakis LSUC#: 36851T
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Fax: 416.216.3930

Lawyers for the Applicants

DOCSTOR: 5223466

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This is **Exhibit "B"** referred to in the

Affidavit of **William E. Aziz**

sworn before me, this **14th day**

of **July, 2015**

A Commissioner for taking Affidavits

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 29TH
	)	
JUSTICE NEWBOULD	)	DAY OF JUNE, 2015

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

Applicants

ORDER
(Vesting)

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

(a) vesting in Rogers' designated affiliate, Rogers Cable and Data Centres Inc. (the "**Designee**", and collectively with Rogers, the "**Purchaser**") all of Holdings' right, title and interest in and to the shares of Wireless (the "**Purchased Shares**") and all claims, if any, against Wireless by Holdings to be transferred pursuant to the Sale Agreement (together with the Purchased Shares, the "**Purchased Assets**");

(b) establishing the basis upon which the Cash Amount (as defined in the Sale Agreement) will be held by Ernst & Young Inc., in its capacity as Monitor, of the Applicants (in such capacity, the "**Monitor**");

(c) releasing certain Released Claims against the Released Parties (in each case as defined in Schedule "C"); and

(d) effective upon closing of the Transaction, terminating this proceeding under the CCAA solely in respect of the Wireless Entities and terminating and discharging the engagement of Blue Tree Advisors II Inc., and William E. Aziz on behalf of Blue Tree Advisors II Inc., as Chief Restructuring Officer of the Wireless Entities (in such capacity, the "**CRO**"),

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

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

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the Fourteenth Report be

and is hereby abridged and validated, such that this Motion is properly returnable today, and that any further service of the Notice of Motion, the Motion Record or the Fourteenth Report is hereby dispensed with.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Sale Order, the Sale Agreement and the Aziz Affidavit.

3. **THIS COURT ORDERS** that Wireless is authorized and directed to, immediately prior to completion of the Transaction pay to Holdings (or to the Monitor on behalf of Holdings) all cash owned or held by Wireless (the "**Wireless Cash**") as at the date of completion of the Transaction as a dividend, or with the prior consent of the Purchaser, not to be unreasonably withheld, in any other manner as Wireless deems appropriate.

4. **THIS COURT AUTHORIZES AND DIRECTS** the Monitor to hold the Wireless Cash and the Cash Amount in trust for Holdings or Wireless, as the case may be, in accordance with the terms of this Order in an account opened at a Canadian chartered bank for this purpose.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Monitor's Certificate**"), all of Holdings' right, title and interest in and to the Purchased Assets shall vest absolutely in the Designee, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing, the

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

6. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate to the Purchaser, Equity Financial Trust Company in its capacity as trustee and collateral agent under the DIP Notes, the First Lien Notes and the Second Lien Notes is directed to release the share certificates of the Wireless Entities to the Purchaser.

7. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate to the Purchaser, all Claims and Encumbrances against the Purchased Assets, Wireless Entities and their assets (with the exception of Permitted Liens) shall be fully and finally released,

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

8. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate to the Purchaser all Claims and Encumbrances against Holdings in connection with obligations of Wireless, including in respect of the Catalyst First Lien Notes, shall be fully and finally released, discharged and expunged as against Holdings.

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

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

10. **THIS COURT ORDERS** that upon the delivery of a Monitor's Certificate to the Purchaser, the Monitor (or its counsel or agents) shall forthwith complete all necessary filings and other steps required to discharge all registrations (with the exception of any registrations in respect of Permitted Liens) against the Purchased Assets, the Wireless Entities or their assets pursuant to the PPSA or any other personal property registry system and shall forthwith deliver to the Purchaser evidence that all such discharges have been completed.

11. **THIS COURT ORDERS** that Wireless and Holdings shall direct the Purchaser to pay the Cash Amount (including any portion of the Cash Amount paid under Section 2(b) and 2(c) of the Sale Agreement following completion of the Transaction), to the Monitor (on behalf of Wireless and Holdings) forthwith upon satisfaction of the conditions precedent to payment of the Cash Amount by the Purchaser under the Sale Agreement.

12. **THIS COURT ORDERS** that the Wireless Loan Amount, being the portion of that Cash Amount equal to the total amounts owing under the DIP Notes, the First Lien Notes (other than the Catalyst First Lien Notes), and the Second Lien Notes (such portion being, the "**Wireless Distribution Amount**") shall be held by the Monitor in escrow subject to further Order of the Court authorizing and directing the distribution of the Wireless Distribution Amount and that promptly following such distribution, the Monitor shall provide reasonably detailed particulars thereof to the Purchaser.

13. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances against Holdings, other than those Claims and Encumbrances paid in full or waived pursuant to paragraphs 6 through 11 hereof, the

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

14. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, Holdings and Wireless are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Holdings' and Wireless' records pertaining to Wireless' past and current employees and all personal information in respect of Wireless' past and current customers. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Holdings and Wireless.

16. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of any of the

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

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

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

17. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

18. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate the Released Parties shall be released and discharged from any and all Released Claims and all Released Claims shall be fully, finally and irrevocably waived, discharged, released, cancelled and barred as against the Released Parties to the fullest extent permitted by applicable law, provided that, for greater certainty, the foregoing shall not prevent QCP CW S.A.R.L ("**QCP**") from advancing any claims or positions of QCP concerning entitlement to and distribution of the Wireless Distribution Amount.

19. **THIS COURT ORDERS** that all persons shall be permanently and forever barred, estopped, stayed and enjoined, from and after delivery of the Monitor's Certificate, with respect to any and all Released Claims, from: (i) commencing, conducting or continuing

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

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

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

(a) any defaults or events of default arising as a result of the financial condition or insolvency of any of the Applicants on or prior to the Closing, other than a payment default in respect of an obligation falling due in the ordinary course that is not paid within 14 days of Closing;

(b) the fact that any Applicant has sought or obtained relief under the CCAA;

(c) any changes in share ownership of Wireless arising from implementation of the Transaction, provided, however, where a real property lease contains a provision prohibiting a change of control of the tenant by reason of the transfer of the shares of the tenant without landlord consent, then any landlord of such lease(s) (who has not consented to the transfer) may, within 30 days, serve a notice of motion objecting to the application of this provision to the applicable leases in which case the matter shall be dealt with on its merits, and failing timely service of such notice of motion, the landlord shall be permanently bound by this provision;

(d) the effect on Wireless of the completion of the Transaction.

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

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

22. **THIS COURT ORDERS** that effective upon delivery of the Monitor's Certificate to the Purchaser, the appointment of the CRO in respect of the Wireless Entities shall be automatically terminated and the CRO discharged from any further obligations in respect of the Wireless Entities, both as CRO and as director.

23. **THIS COURT ORDERS** that effective upon delivery of the Monitor's Certificate to the Purchaser, the CRO is hereby released and discharged from any and all liability that the CRO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the CRO while acting in its capacity as CRO or director of the Wireless Entities.

24. **THIS COURT ORDERS** that notwithstanding any provision of this Order, the CRO may carry out such functions and duties as may be incidental to the termination of the proceedings under the CCAA in respect of the Wireless Entities and in carrying out such functions and duties, the CRO shall continue to have the benefit of any and all of the protections granted in the CCAA proceedings of the Wireless Entities.

25. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist Holdings, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Holdings and the Monitor, as an officer of this Court, as may be necessary

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

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

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

JUN 2 9 2015

SCHEDULE "A"
FORM OF MONITORS CERTIFICATE

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	) ●, THE ●
	)
JUSTICE NEWBOULD	) DAY OF JUNE, 2015

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

Applicants

MONITOR'S CERTIFICATE

RECITALS

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

B. Pursuant to an Order of the Court dated June 24, 2015, the Court approved the share purchase offer letter made as of June 23, 2015 (the "**Sale Agreement**") between Holdings, Wireless and Rogers Communications Inc. (the "**Purchaser**") and an Order of the Court dated June ●, 2015 provided for the vesting in Rogers Cable and Data Centres Inc., (as a designated affiliate of the Purchaser) of Holdings' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Cash Amount; (ii) that the conditions to Closing set out in Sections 5 through 7 of the Sale Agreement have been satisfied or waived by Holdings and/or the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

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

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and Holdings and Wireless (or the Monitor on behalf of Holdings and Wireless) have received the Cash Amount payable on Closing to each of Holdings and Wireless pursuant to the Sale Agreement;

2. The conditions to Closing as set out in sections 5 through 7 of the Sale Agreement have been satisfied or waived by Holdings and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Monitor at ________ [TIME] on _______ [DATE].

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

Per: ___________________________________

Name:

Title:

Schedule "B"
Permitted Liens

"Permitted Liens" means:

1. Inchoate mechanic's, construction and carrier's liens and other similar liens arising by operation of law or statute in the ordinary course of the Business for obligations which are not delinquent and will be paid or discharged in the ordinary course of business.

2. Any right of expropriation conferred upon, reserved to or vested in Her Majesty The Queen in Right of Canada, Her Majesty The Queen in right of any province of Canada in which the Leased Properties are located, or by any Governmental Authority under any applicable Law which do not, individually or in the aggregate, materially impair the value or use of the Leased Properties for the Business.

3. Zoning restrictions, easements and rights of way or other similar Liens or privileges in respect of real property which do not, individually or in the aggregate, materially impair the value or use of the Leased Properties for the Business and provided the same have been complied with in all material respects.

4. Liens created by others upon other lands over which there are easements, rights-of-way, licenses or other rights of user in favour of the Leased Properties and which do not materially impede the use of the easements, rights-of-way, licenses or other rights of user for the purposes for which they are held.

5. Liens related to the following *Personal Property Security Act* (Ontario) registrations:

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

Schedule "C"

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

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

"**Released Claims**" means any and all demands, claims, liabilities, indebtedness, obligations, causes of action, debts, accounts, covenants, damages, executions and other recoveries of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, that any Released Party or Wireless may have against any other Released Party, or any right or ability of any Released Party or Wireless to advance against any other Released Party a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including without limiting the generality of the foregoing, any security interest, charge, mortgage or other encumbrance in connection with any of the foregoing based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing and with respect to, relating to, arising out of, or in connection with Wireless or its subsidiaries, or the Released Parties' dealings with Wireless or its subsidiaries, including (without limitation) the transaction contemplated by the Sale Agreement, the proceedings of Holdings and Wireless and their affiliates and subsidiaries under the *Companies' Creditors Arrangement Act* (Canada), any person's financing to, or investment in securities of, Holdings or Wireless or their respective affiliates or subsidiaries, the Catalyst Oppression Application (as defined in the Aziz Affidavit) or events and occurrences directly or indirectly related to the Oppression Action or the facts, circumstances and allegations asserted or raised in the Oppression Action; provided, however, that Released Claims do not extend to (i) any Released Party's rights or obligations under the Sale Agreement, the Catalyst Letter or this Order, (ii) any claims any Mobilicity Released Parties have against any other Mobilicity Released Parties, or (iii) any Remaining Convertible Debenture Claims.

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

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

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

Schedule "D"
Shareholders Agreements and Shareholder Declarations

1. Unanimous Shareholder Agreement dated August 1, 2008 among Data & Audio-Visual Enterprises Inc., QCP CW S.A.R.L and Data & Audio-Visual Enterprises Wireless Inc., as amended, supplemented or restated from time to time.

2. Data & Audio-Visual Enterprises Wireless Inc. Unanimous Shareholder Declaration dated August 1, 2008 between Data & Audio-Visual Enterprises Wireless Inc. and Data & Audio-Visual Enterprises Holdings Inc., as amended, supplemented or restated from time to time.

3. Amended and Restated Shareholders Agreement made as of December 17, 2009 among Data & Audio-Visual Enterprises Investments Inc., QCP CW S.A.R.L., Data & Audio-Visual Enterprises Holdings Inc. and Data & Audio-Visual Enterprises Wireless Inc., as amended, supplemented or restated from time to time.

4. Data & Audio-Visual Enterprises Leasing Inc. Unanimous Shareholder Declaration dated February 19, 2010 among Data & Audio-Visual Enterprises Leasing Inc., Data & Audio-Visual Enterprises Holdings Inc. and Data & Audio-Visual Enterprises Wireless Inc., as amended, supplemented or restated from time to time.

5. Second Amended and Restated Shareholders Agreement dated May 14, 2010 among Data & Audio-Visual Enterprises Investments Inc., QCP CW S.A.R.L, Data & Audio-Visual Enterprises Holdings Inc. and Data & Audio-Visual Enterprises Wireless Inc., as amended, supplemented or restated from time to time.

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(VESTING ORDER)

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This is **Exhibit "C"** referred to in the

Affidavit of **William E. Aziz**

sworn before me, this **14th day**

of **July, 2015**

A Commissioner for taking Affidavits

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

Applicants

AFFIDAVIT OF WILLIAM E. AZIZ
(June 23, 2015)

I, WILLIAM E. AZIZ, of the Town of Oakville, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of BlueTree Advisors II Inc. ("**BlueTree**"), which has been retained by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**") to provide my services to Holdings and its affiliates (collectively, with Holdings, the "**Mobilicity Group**") as Chief Restructuring Officer of the Mobilicity Group. I am a director of each of the Mobilicity Group entities. BlueTree was retained pursuant to an Engagement Letter dated April 24, 2013.

2. My engagement was ratified and confirmed by Order of this Court on September 30, 2013 (as amended, the "**Initial Order**").

3. I have been overseeing the restructuring efforts of the Mobilicity Group since April 24, 2013 and, as such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have spoken with certain of the directors, officers, advisors and/or employees of the Mobilicity Group, as necessary, and, where I have relied upon information from such discussions, I believe such information to be true.

4. I swear this Affidavit in support of a motion under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") seeking an order approving a proposed sale transaction (defined below as the "**Rogers Sale**") between the Mobilicity Group and Rogers Communications Inc. (the "**Purchaser**").

Introduction

5. The Mobilicity Group carries on business as a Canadian wireless telecommunications carrier. It provides cellular service to Canadians in five urban markets across Canada: Ottawa, Toronto, Calgary, Edmonton and Vancouver.

6. The Mobilicity Group commenced proceedings under the CCAA and obtained the Initial Order in these proceedings, on September 30, 2013. A copy of the Initial Order is attached hereto as **Exhibit "A"**.

7. Ernst & Young Inc. was appointed as Monitor of the Mobilicity Group (the "**Monitor**") pursuant to the Initial Order.

8. In an effort to resolve its financial challenges, since July 2012, the Mobilicity Group has pursued a variety of financing, sale and restructuring alternatives, prior to and during its CCAA proceedings, all as further discussed below. To date, the chief impediment to concluding a successful sales process has been Industry Canada's refusal to approve the transfer of the Mobilicity Group's spectrum licenses to an incumbent wireless carrier.

9. It is my understanding, given recent developments in the Canadian wireless industry and specifically recent auctions of spectrum, that Industry Canada no longer has the same concerns it once did about 'undue spectrum concentration' among certain wireless carriers in Canada.

10. Given the change in Industry Canada's position, the Mobilicity Group has been discussing a prospective sale with interested parties over the past several weeks. After numerous discussions with potential counterparties and a robust process, the Board of Directors of Holdings concluded that the transaction with the Purchaser (the "**Rogers Sale**") is in the best interest of the Mobilicity Group. The Rogers Sale offers significant value to the Mobilicity Group and its creditors.

11. As more fully described below, in the Rogers Sale the Purchaser will purchase all shares of Wireless (as defined below) from Holdings for aggregate consideration of $465 million, subject to certain adjustments. Pursuant to the Rogers Sale, a portion of the consideration is provided in the form of a loan to Wireless by the Purchaser to be used to repay in full Wireless' funded secured debt (with the exception of the First Lien Notes held by Catalyst Capital Group Inc. or funds it manages, which will continued to be outstanding against Wireless). Holdings (or the Monitor on Holding's behalf) will retain all remaining funds, which will be paid out to the remaining unsecured creditors of Holdings on a *pro rata* basis.

12. Pursuant to the Rogers Sale, the trade liabilities of the Wireless will continue unaffected to be dealt with in the ordinary course and all employees, dealers and other obligations will be assumed by the Purchaser and services for subscribers will continue uninterrupted.

13. In sum, I believe the Rogers Sale is fair and reasonable and in the best interest of the Mobilicity Group and its creditors. The Mobilicity Group understands that the transaction is supported by substantially all of its secured debt holders.

MOBILICITY

Corporate Structure

14. The Mobilicity Group's corporate structure includes the following entities:

(a) **Holdings**: a private company incorporated under the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B. 16 ("**OBCA**") in March 2008. Holdings holds 100% of the shares of Wireless and carries on no active operations.

(b) **Data & Audio-Visual Enterprises Wireless Inc.** ("**Wireless**"): the operating entity of the Mobilicity Group. Wireless is a private company which was incorporated under the OBCA in March 2008 and wholly-owned by Holdings. Data & Audio-Visual Enterprises Leasing Inc. was amalgamated with Data & Audio-Visual Enterprises Wireless Inc. to form Wireless on May 15, 2013.

(c) **8440522 Canada Inc. ("844")**: a private company incorporated under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 ("**CBCA**") that is wholly-owned by Wireless. 844 has no material assets or liabilities.

15. The Mobilicity Group has issued notes with an aggregate principal amount of approximately $428.25 million. With accrued interest and financing costs, the total amount owed under all of the issued notes currently exceeds $600 million.

(a) Wireless is the borrower, and Holdings is a guarantor, under certain 9.5% first lien notes issued in a principal amount of $195 million due April 29, 2018 (the **First Lien Notes**).

(b) Wireless is also the borrower, and Holdings is a guarantor, under $43.25 million of 15.5% second lien notes that became due September 30, 2013 (the **Second**

Lien Notes). The Second Lien Notes rank behind the First Lien Notes in right of payment, and security on the Second Lien Notes is subordinate to the First Lien Notes security.

(c) Holdings has issued 15% senior unsecured debentures (the **Unsecured Senior Notes**) in the total principal amount of $95 million due September 25, 2018.

(d) Holdings has also issued 12% convertible unsecured notes due September 25, 2018. Initially, convertible notes in the principal amount of $59,741,000 were issued (the **Unsecured Pari Passu Notes**). Subsequently, additional convertible notes in the principal amount of $35,000,000 were issued (the **Unsecured Subordinated Notes,** and collectively with the Unsecured Pari Passu Notes, the **Convertible Notes**). The Unsecured Subordinated Notes rank subordinate in right of payment to the Unsecured Pari Passu Notes and the Unsecured Senior Notes, and the Unsecured Pari Passu Notes rank *pari passu* in right of payment with the Unsecured Senior Notes.

16. Holdings, Wireless, QCP CW S.A.R.L. ("**Quadrangle**") and Equity Financial Trust Company (in its capacity as trustee for each of the First Lien Notes and the Unsecured Senior Notes) entered into an intercreditor agreement (the "**Intercreditor Agreement**") dated April 29, 2011.

17. Equity Financial Trust Company (in its capacity as trustee for the Unsecured Senior Notes) and Quadrangle entered into an Amended and Restated Support Agreement dated April 29, 2011.

18. The trustee for the Unsecured Senior Notes executed an acknowledgment of subordination in favour of the collateral agent for the Second Lien Notes dated February 6, 2013.

19. In addition, in connection with these proceedings, the Mobilicity Group entered into a debtor-in-possession note purchase agreement (the "**DIP Loan Agreement**") with certain lenders party thereto (the "**DIP Lenders**").

20. Copies of the debt instruments evidencing such arrangements, the inter-creditor and support arrangements have all been filed with the Court on multiple prior occasions, including with the application for the Initial Order.

21. The Mobilicity Group also has equity investors who have invested approximately $250 million.

The Business of the Mobilicity Group

Overview

22. As stated above, the Mobilicity Group carries on business as a Canadian wireless telecommunications carrier. It provides cellular service to Canadians in five urban markets across Canada: Ottawa, Toronto, Calgary, Edmonton and Vancouver, and has roaming agreements to provide continuity of service to its customers when they are travelling outside these markets. In addition to voice, text, data and long distance cellular services, the Mobilicity Group offers hardware (handsets and accessories) to its customers, referred to as "subscribers" in the telecommunications industry.

23. The Mobilicity Group was founded on the concept of offering low cost cellular services to value-conscious consumers who are seeking less expensive cellular services than those offered

by the established players in the market, being Bell Canada Inc., TELUS Corporation and Rogers Communications Inc. (together, the "**Incumbents**").

Spectrum Licences

24. All wireless communications signals travel over the air via radio frequency signals called "spectrum". Spectrum is a finite public resource that is controlled and regulated by the Government of Canada, and in particular, Industry Canada. Industry Canada oversees spectrum licensing and auctions.

25. In 2008, Industry Canada released a cache of spectrum licences by holding an auction (the "**2008 Spectrum Auction**") for qualified bidders. At the 2008 Spectrum Auction, Wireless acquired 10 licences (the "**Spectrum Licences**") for $243 million, effective February 2009. The Spectrum Licenses continue to be valuable assets of the Mobilicity Group.

26. At this time, the Spectrum Licences cannot be transferred without the consent of the Ministry of Industry.

The Mobilicity Group's Numerous Attempts to Sell its Business

27. In response to the Mobilicity Group's financial difficulties, the Board of Directors of Holdings and management sought various going-concern solutions for its business.

Initial Steps

28. In July 2012, the Mobilicity Group engaged National Bank and Canaccord Genuity (together, the "**Financial Advisors**") as their financial advisors in an effort to raise additional financing. Formal engagement letters were entered into with each of National Bank and Canaccord Genuity in January of 2013.

29. I have been informed by Barry Goldberg of Canaccord Genuity and by Michael Levin of National Bank, that with the assistance of the Financial Advisors, the Mobilicity Group solicited more than 30 potential investors in an attempt to raise financing. In this regard, an investor roadshow was completed in August and September of 2012 without success.

30. I have been informed by Barry Goldberg and Michael Levin, that during that time frame, the Mobilicity Group also canvassed the market for potential buyers for its business. I am informed by Mr. Goldberg and Mr. Levin that the Financial Advisors contacted more than 30 potential buyers, including the Incumbents, new wireless carrier entrants and international telecom providers and US private equity firms.

CBCA Proceedings

31. On April 25, 2013, the Mobilicity Group commenced two separate arrangement proceedings under the CBCA as part of its restructuring efforts. Pursuant to these arrangement proceedings, the Mobilicity Group sought to either reach agreement with a willing buyer for its business who could finance the operations going forward or to restructure its capital structure and secure additional funding in order to advance its business. The Mobilicity Group therefore proposed two separate Plans of Arrangement. These Plans of Arrangement were mutually exclusive but were advanced concurrently in an effort to complete a restructuring in a time-efficient manner.

32. Briefly, the two Plans of Arrangement were an acquisition plan (the "**Acquisition Plan**") and a recapitalization plan (the "**Re-Cap Plan**"). The Acquisition Plan provided the framework for a potential purchaser to effectively and efficiently implement an acquisition of the Mobilicity Group on a going concern basis and provided for the repayment of the First Lien Notes and the Second Lien Notes, with any remaining proceeds being distributed to holders of unsecured debt securities in accordance with their priorities. The Re-Cap Plan would have provided for the

subscription by certain existing debt holders for $75 million in principal value of new second lien notes.

33. Interim Orders (the "**Interim Orders**") were granted in respect of the Acquisition Plan and the Re-Cap Plan by the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) on April 26, 2013.

34. After the Interim Orders were granted, the Mobilicity Group reached an agreement with TELUS Corporation for the sale of the Mobilicity Group for $380 million (the "**TELUS Sale**") subject to certain adjustments, pursuant to a Plan of Arrangement based upon the form of framework Acquisition Plan, with certain modifications to implement the TELUS Sale (the "**TELUS Acquisition Plan**").

35. The Mobilicity Group held meetings of its creditors to consider and vote on the TELUS Acquisition Plan. A substantial majority of the Mobilicity Group's creditors voted to approve the TELUS Acquisition Plan and, on May 28, 2013, the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List) granted a final Order under the CBCA approving the TELUS Acquisition Plan as "fair and reasonable". The Mobilicity Group believed the TELUS Sale was in the best interests of all stakeholders and no stakeholder objected at the sale approval hearing.

36. Completion of the transaction with TELUS Corporation would have provided a comprehensive resolution of the Mobilicity Group's financial situation. The Mobilicity Group believed that the TELUS Sale would have resulted in an optimal outcome in the circumstances for the Mobilicity Group, its employees, customers, creditors and other stakeholders. In particular, the TELUS Acquisition Plan would have assured the Mobilicity Group's ability to continue as a going concern and it would have avoided the insolvency of the Mobilicity Group.

37. However, the federal Minister of Industry announced on June 4, 2013 that Industry Canada would not approve TELUS Corporation's application to transfer certain spectrum licenses from the Mobilicity Group to TELUS Corporation as part of the TELUS Sale. As a result of Industry Canada's refusal, the TELUS Sale could not be completed.

38. On multiple subsequent occasions the Federal Government had expressed concern that the sale of the Mobilicity Group's Spectrum Licences to any of the Incumbents would result in 'undue spectrum concentration' and would not be approved.

Pre-CCAA Sale Efforts

39. The Mobilicity Group continued discussions with multiple parties in connection with alternative acquisition transactions. In particular, the Mobilicity Group solicited and received an expression of interest from a significant U.S.-based wireless service provider. The Mobilicity Group granted due diligence access to the potential acquirer and engaged in detailed discussions about a potential sale transaction. However, in early September 2013, the potential acquirer announced that it would not be continuing with negotiations.

Post-CCAA Sale Efforts – The Sale Process

40. On September 30, 2013, the Mobilicity Group sought and obtained the Initial Order. After the Initial Order was granted, the Mobilicity Group continued its efforts to sell its business.

41. On November 13, 2013, this Court issued a Sale Process Order approving a comprehensive court-supervised sale process (the "**Sale Process**"). Attached as **Exhibit "B"** is a copy of the Sale Process Order.

42. The Sale Process was conducted under the supervision of the Monitor, with the assistance of Canaccord Genuity, who, given its extensive involvement in the Mobilicity Group's sale efforts, was familiar with the industry players in the Mobilicity Group's market.

43. The Sale Process was an open and competitive process that provided a fair and equal opportunity to all those interested in making a bid for the Mobilicity Group's business or all or part of its assets. All credible, interested parties were contacted and all *bona fide* potential bidders who signed non-disclosure agreements were given access to the Mobilicity Group's detailed electronic data room and opportunities to meet with management and participate in site visits. The parties contacted included *all* potential strategic purchasers contacted prior to the Sale Process and *all* major North American telecommunications industry participants.

44. All bids submitted in the Sale Process were reviewed by the Monitor, the Mobilicity Group and Canaccord Genuity. The Monitor, in consultation with the Mobilicity Group and counsel to DIP Lenders, selected the bid from TELUS as the "Successful Bid" in accordance with the Sale Process (the "**Sale Process TELUS Transaction**").

45. It was determined that the Sale Process TELUS Transaction was the only acceptable transaction that emerged from the Sale Process and was also the highest and best offer received through the Sale Process.

46. The Sale Process TELUS Transaction contemplated the subscription by TELUS, or its designee, for all post-restructuring shares of Holdings to indirectly acquire Holdings' operating subsidiary, Wireless, on a cash-free and funded debt-free basis for the purchase price of $350 million in cash, subject to certain adjustments provided for in the Plan. In addition, pursuant to the Sale Process TELUS Transaction, TELUS would have assumed $22 million of net negative working capital, subject to certain adjustments provided for in the Plan.

47. As with the TELUS Acquisition Plan, described above, the Mobilicity Group believed at that time that the Sale Process TELUS Transaction was in the best interest of the Mobilicity Group and its creditors.

48. Accordingly, on April 1, 2014, the Mobilicity Group agreed to the Sale Process TELUS Transaction and filed a request for a confidential preliminary assessment of the proposed transfer of the Mobilicity Group's Spectrum Licences with Industry Canada. It is my understanding that Industry Canada remained concerned about 'undue spectrum concentration'.

49. On or about April 17, 2014, the Mobilicity Group filed a motion with the Ontario Superior Court of Justice (Commercial List) seeking an Order authorizing it to (i) file a plan of compromise or arrangement to implement the Sale Process TELUS Transaction; and (ii) call and conduct a meeting of its affected unsecured creditors to consider and approve the Sale Process TELUS Transaction.

50. On the return date for Motion, Justice Newbould ordered the parties to attend a mediation before the former Chief Justice of the Ontario Superior Court of Justice, the Honourable Justice Winkler, to mediate any outstanding issues (the "**Mediation**").

51. Part way through the Mediation process, the contractual arrangements in respect of the Sale Process TELUS Transaction were terminated.

52. On September 14, 2014, the Honourable Justice Winkler declared the Mediation to be terminated. The Sale Process TELUS Transaction could not be implemented.

The Landscape for Spectrum Has Changed

The AWS-3 Auction

53. In December 2014, Industry Canada published various materials and confirmed key dates in connection with a new release of Spectrum in Canada called AWS-3 wireless spectrum (the "**AWS-3 Auction**").

54. The AWS-3 Auction was completed on March 3, 2015. Industry Canada reported that it sold 39 licences for $2,109,147,421. A copy of the Auction Results from Industry Canada's Website are attached as **Exhibit "C".**

The 2500 MHz Auction and 700 MHz Auction

55. Shortly after the AWS-3 Auction was completed, Industry Canada conducted an auction of 2500 MHz spectrum (the "**2500 MHz Auction**").

56. The 2500 MHz Auction was completed on May 5, 2015. Industry Canada reported that it sold 302 licences for $755,371,001. A copy of the Provisional Results from Industry Canada's Website are attached as **Exhibit "D".**

57. In addition, in early 2014, prior to the AWS-3 Auction and the 2500 MHz Auction, Industry Canada sold a further 97 licences of 700 MHz Spectrum for $5,270,636,002. A copy of the Auction Results from Industry Canada's Website are attached as **Exhibit "E".**

58. In advance of and following these Auctions, the Applicants began and continued to evaluate potential options and alternatives and next steps in the expectation that the auction results would result in significant additional spectrum being made available to Canadian wireless carriers, including certain set-aside spectrum for new entrants

The Rogers Sale

59. For the past two weeks, the Mobilicity Group has been in continuous discussions with Rogers and another party with respect to the sale of its business. The process over the past weeks has included numerous calls, emails and meetings between the Mobilicity Group (and its legal and financial advisors) and the potential purchasers (and their advisors). The process has been robust with multiple offers and counteroffers between the Mobilicity Group and the potential purchasers.

60. The Board of Directors of Holdings has carefully followed the process and met several times during this process to consider the best interests of the Mobilicity Group and its stakeholders. The Monitor has at all times been kept apprised of developments and attended numerous critical meetings and telephone calls, including all of the meetings of the Board of Directors of Holdings.

61. During the discussions, the Mobilicity Group understood that Rogers was under certain time constraints given other related dealings it had. In particular, the Mobilicity Group understood that Rogers required Court approval of any transaction by June 24, 2015. The Mobilicity Group was at all times cognizant of the length of the CCAA process and the potential prejudice to creditors if this most recent process failed to produce value.

62. On June 22, 2015, the Mobilicity Group directed both potential bidders to put forward a last and best offer by 10:30 pm. That night the Board of Directors of Holdings considered the offers that it had received into the morning. Further discussions ensued with the potential bidders and the Board of Directors of Holdings met again at 11:30 am on June 23, 2015. There were further discussions with the potential bidders, following which, and on instruction from the Board of Directors of Holdings, Holdings and Wireless entered into an agreement to give effect to the Rogers Sale.

63. At all times, the Board of Directors of Holdings exercised its business judgment as informed by the advice of its legal and financial advisors. In addition, it received input from the Monitor. In coming to its conclusion, the Board of Directors considered numerous business and financial factors, weighed the risks, benefits and certainty of proceeding with the Rogers Sale.

64. The letter agreement between Rogers, Wireless and Holdings, dated June 23, 2015, contains commercially sensitive terms and as such a copy is attached hereto as confidential **Exhibit "F".**

65. In connection with the Rogers Sale, Holdings and Wireless have entered into a letter agreement with The Catalyst Capital Group Inc., for itself and on behalf of the funds it manages. This letter is an integral part of the Rogers Sale and contains commercially sensitive terms and as such a copy is attached hereto as confidential **Exhibit "G".**

66. I am advised by the Monitor that Monitor is satisfied with the process followed by the Mobilicity Group and the steps taken leading to the Rogers Sale. I further understand that the Rogers Sale is supported by the holders of the First Lien Notes, the Second Lien Notes, the DIP Lenders and Quadrangle.

67. The sale process will result in greater proceeds to stakeholder than any other prior attempt to sell the business of the Mobilicity Group. In the circumstances, I believe that the Rogers Sale is in the best interests of the Mobilicity Group and ought to be approved by this Court.

68. The Mobilicity Group is seeking to return to Court to obtain a vesting order on Monday, June 29, 2015 rather than obtaining it as a part of the approval order (the "**Vesting and Distribution Order**"). At this time, it is not expected that anyone will have technical objections to the scope of the Vesting and Distribution Order if the Rogers Sale has been approved by the

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Court. In connection with the Vesting and Distribution Order, the Mobilicity Group intends to seek an order approving the distribution of amounts payable in respect of the Wireless funded secured debt (with the exception of the First Lien Notes held by Catalyst Capital Group Inc. or funds it manages, which will be continued to be outstanding against Wireless).

SWORN BEFORE ME at the City of Toronto, Province of Ontario, on June 23, 2015. Commissioner for Taking Affidavits	WILLIAM E. AZIZ

Peter John Georgas, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 14, 2018.

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8445022 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF WILLIAM E. AZIZ
(Sworn JUNE 23, 2015)

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This is **Exhibit "D"** referred to in the

Affidavit of **William E. Aziz**

sworn before me, this **14th day**

of **July, 2015**

A Commissioner for taking Affidavits

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

Applicants

AFFIDAVIT OF WILLIAM E. AZIZ
(June 29, 2015)

I, WILLIAM E. AZIZ, of the Town of Oakville, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of BlueTree Advisors II Inc. ("**BlueTree**"), which has been retained by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**") to provide my services to Holdings and its affiliates (collectively, with Holdings, the "**Mobilicity Group**") as Chief Restructuring Officer of the Mobilicity Group. I am a director of each of the Mobilicity Group entities. BlueTree was retained pursuant to an Engagement Letter dated April 24, 2013.

2. My engagement was ratified and confirmed by Order of this Court on September 30, 2013 (as amended, the "**Initial Order**").

3. I have been overseeing the restructuring efforts of the Mobilicity Group since April 24, 2013 and, as such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have spoken with certain of the directors, officers, advisors and/or employees of the Mobilicity Group, as necessary, and, where I have relied upon information from such discussions, I believe such information to be true.

4. On June 24, 2015 this Court granted an Order (the "**Sale Approval Order**"), among other things, approving a transaction (the "**Rogers Sale**") contemplated by a share purchase agreement (the "**Sale Agreement**") between Holdings, Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**")[1] and Rogers Communications Inc. ("**Rogers**") in respect of the shares of Wireless and approving the execution of the Sale Agreement by Holdings and Wireless.

5. The Sale Approval Order also approved a letter agreement between Holdings, Wireless and The Catalyst Capital Group Inc. on its own behalf and on behalf of the funds that it manages (collectively, "**Catalyst**").

6. I swear this Affidavit in support of a motion under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**") seeking an order, among other things:

(a) directing the payment of all of Wireless' cash on hand to Holdings immediately prior to closing of the Rogers Sale;

(b) vesting in Rogers' designated affiliate all of Holdings' right, title and interest in and to the shares of Wireless (the "**Purchased Shares**") and all claims, if any, against Wireless by Holdings (the "**Holdings Claims**") free and clear of all encumbrances;

(c) directing that a portion of the Cash Amount (as defined in the Sale Agreement), payable by Rogers under the Sale Agreement, in an amount (the "**Wireless Distribution Amount**") sufficient to satisfy in full amounts owing as at closing of the Rogers Sale under:

(i) the DIP Notes;

(ii) the First Lien Notes (other than the Catalyst First Lien Notes); and

[1] Data & Audio-Visual Enterprises Wireless Inc. and Data & Audio-Visual Enterprises Leasing Inc. were amalgamated in 2013 to form Wireless.

(iii) the Second Lien Notes,

(collectively, the "**Wireless Satisfied Claims**"), be held in trust with the Monitor for the holders of DIP Notes, First Lien Notes (other than the Catalyst First Lien Notes), and Second Lien Notes, pending further Order of the Court with respect to the distribution of such Wireless Distribution Amount;

(d) releasing and discharging all claims and encumbrances of secured creditors against Wireless other than Permitted Liens;

(e) releasing certain claims as specified in the draft form of Vesting Order;

(f) providing certain protections to Wireless in respect of defaults under its existing contractual arrangements that will remain in effect following closing of the transaction contemplated by the Sale Agreement;

(g) terminating the CCAA proceeding in respect of Wireless and its subsidiaries, 8440522 Canada Inc. ("**844 Canada**") and 2451608 Ontario Inc. ("**245 Ontario**") upon completion of the transaction contemplated by the Sale Agreement; and

(h) discharging BlueTree, and myself, on BlueTree's behalf, as Chief Restructuring Officer in respect of Wireless 844 Canada and 245 Ontario

(the "**Vesting Order**").

7. I swore an Affidavit on June 23, 2015 (my "**June 23 Affidavit**") in support of an order approving the Rogers Sale. I reaffirm the evidence given in that Affidavit in support of the Vesting Order now sought. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in my June 23 Affidavit.

Introduction

8. The Mobilicity Group carries on business as a Canadian wireless telecommunications carrier. It provides cellular service to Canadians in five urban markets across Canada: Ottawa, Toronto, Calgary, Edmonton and Vancouver.

9. The Mobilicity Group commenced proceedings under the CCAA and obtained an Initial Order in these proceedings on September 30, 2013.

10. Ernst & Young Inc. was appointed as Monitor of the Mobilicity Group (the "**Monitor**") pursuant to the Initial Order and the Order of the Court granted on January 28, 2015.

11. After a process spanning nearly three years, on June 24, 2015, this Court approved the Rogers Sale pursuant to which Rogers would purchase all the shares of Wireless from Holdings for aggregate consideration of $465 million, subject to certain adjustments.

12. The Rogers Sale represents a tremendous outcome for the Mobilicity Group and its stakeholders. In particular, the Rogers Sale results in greater proceeds to stakeholders than any other prior attempt to sell the business of the Mobilicity Group.

Corporate and Debt Structure of the Mobilicity Group

13. The only members of the Mobilicity Group that have any material assets or any material operational or financial role in the Mobilicity Group are Holdings and Wireless.

14. 844 Canada and 245 Ontario have no material assets or operations.

Holdings

15. Holdings is the sole shareholder of Wireless. Aside from its rights in the shares of Wireless, Holdings has no material assets. Holdings is the issuer of certain 15% Unsecured Senior Notes ("**Unsecured Senior Notes**") and certain 12% Convertible Notes ("**Convertible Notes**"). The Unsecured Senior Notes and the Convertible Notes are not guaranteed by any other member of the Mobilicity Group.

Wireless

16. Wireless is the operating subsidiary of Holdings and is the entity in which the operating assets and trade obligations of the Mobilicity Group reside. All employees of the Mobilicity Group, with the exception of the officers of Holdings, are employees of Wireless. The DIP Notes, the First Lien Notes and the Second Lien Notes (which represent all of the funded debt of the Mobilicity Group other than the Unsecured Senior Notes and the Convertible Notes) have been issued by Wireless and guaranteed by Holdings. The obligations under the DIP Notes, the First Lien Notes and the Second Lien Notes are secured against the assets of both Holdings and Wireless.

Impact of Rogers Sale and Vesting Order on Stakeholders

17. The Rogers Sale requires that an Order be granted, among other things:

(a) vesting in Rogers, all of Holdings' right, title and interest in and to the Purchased Shares and the Holdings Claims free and clear of all encumbrances;

(b) confirming that the claims (other than claims under the Catalyst First Lien Notes) and the security of all secured creditors (other than certain permitted liens) against Wireless will be released and discharged and that such secured creditors (other than Catalyst) shall look to satisfy such claims against a portion of the cash amounts delivered by Rogers to Holdings and Wireless in connection with the Rogers Sale; and

(c) releasing all claims and security of all creditors, including secured creditors, against Holdings with respect to the DIP Notes, the First Lien Notes and the Second Lien Notes upon payment of amounts owing under the DIP Notes, the First Lien Notes (other than the Catalyst First Lien Notes) and the Second Lien Notes from a portion of the proceeds of the Rogers Sale and releasing Holdings from any other claims being assumed by Wireless and the security therefor.

18. The Rogers Sale also contemplates that contemporaneously with closing of the Rogers Sale, Rogers will loan to Wireless a portion of the cash amount payable by Rogers under the Rogers Sale equal to the amount owing under the DIP Notes, the First Lien Notes other than the Catalyst First Lien Notes, and the Second Lien Notes, and Wireless will use such funds to repay all indebtedness owing under the DIP Notes, the First Lien Notes (other than the Catalyst First Lien Notes) and the Second Lien Notes.

19. The Rogers Sale also provides that Catalyst waives any entitlement to receive any share of the cash amount payable by Rogers to Holdings or Wireless under the Rogers Sale in respect of the amount owing on the Catalyst First Lien Notes at closing of the Rogers Sale.

20. As part of the Rogers Sale, Rogers accepts that the Permitted Liens (as defined in the Rogers Sale) and all trade obligations owing by Wireless, will remain unaffected.

21. To the knowledge of the Mobilicity Group, the only creditors of Wireless impacted by the Rogers Sale fit into one of three categories.

(a) Wireless Satisfied Claims: This is comprised of the claims under the First Lien Notes (other than the Catalyst First Lien Notes), the Second Lien Notes, and the DIP Notes. All of these obligations will be paid in full. Until such time, and unless distribution related matters can be finalized prior to the hearing of the motion for the Vesting Order, all amounts necessary to repay the Wireless Satisfied Claims will be held in trust by the Monitor as contemplated by the draft form of Vesting Order.

(b) Ordinary Course Operating Liabilities: These liabilities will continue unaffected to be dealt with in the ordinary course; and

(c) The Catalyst First Lien Notes: Catalyst will release any claim that it has under the Catalyst First Lien Notes against Holdings and any security therefore, as well as any claim to the Cash Amount and any security held against the assets of Wireless.

22. No known creditor of Wireless is having its claim as against Wireless compromised in the Rogers Sale on a non-consensual basis.

23. Therefore, all creditors of Wireless, that are known to the Mobilicity Group at this time, will have their interests fully protected.

24. Under the Rogers Sale, the residual proceeds of the transaction (after accounting for the repayment of all known secured debt of Wireless) shall be available to the creditors other than the holders of DIP Notes, First Lien Notes and Second Lien Notes.

25. As a result, I believe there to be no prejudice to any party if the Vesting Order sought is granted.

Wireless Post-Closing Contractual Arrangements

26. The proposed Vesting Order contains a provision that would prevent any contract counterparty from exercising rights under its contracts that may be detrimental to Wireless post-closing of the Rogers Sale to the extent that those rights are exercised solely as a result of the CCAA filing of the Applicants, the insolvency of the Applicants at this time or the change of control of the Applicants contemplated by the Rogers Sale.

27. The proposed Vesting Order also confirms that all shareholders agreements in place in respect of Wireless at the current time are terminated on closing of the Rogers Sale. These

agreements relate to certain governance and shareholder matters of the Mobilicity Group that will no longer be appropriate for Wireless following the completion of the Rogers Sale.

Releases

28. A very important part of the proposed Rogers Sale is the opportunity for the Mobilicity Group, its officers and directors, its various shareholders and its security holders (including Catalyst) and indenture trustees and collateral agents to fully and finally resolve any disputes that may exist as between them in connection with all matters relating to the Mobilicity Group.

29. I believe that the releases contemplated by the Vesting Order are important to all interested parties.

30. During the Mobilicity Group's restructuring process both leading up to and during these CCAA proceedings, the Mobilicity Group, including its officers and directors, and certain of the Mobilicity Group's security holders and indenture trustees have been the subject of various disputes and litigation.[2]

31. These parties seek finality as part of the Rogers Sale. In my view, the parties to be released are necessary and essential to the Rogers Sale.

32. There is a small group of security holders (by value) whose identity is unknown to the Mobilicity Group at this time. These holders have not participated in the Mobilicity Group's efforts to restructure or sell its business and have not played any role in these CCAA proceedings. More importantly, to my knowledge none of these holders have ever expressed

[2] For example, and without limitation, the Application commenced by Catalyst under Section 248 of the Business Corporations Act (Ontario), R.S.O. 1990, c. B-16, as amended between Catalyst and Wireless et al., bearing Court File No. CV 13-10016-00CL (the "**Catalyst Oppression Application**"). The Catalyst Oppression Application, involved among other things, certain allegations of oppression against the Mobilicity Group and certain other of its creditors and affiliates.

any interest in pursuing any claim or complaint against the Mobilicity Group or any other proposed party to the releases.

Termination of CCAA Proceeding and CRO

33. Upon completion of the transaction contemplated by the Rogers Sale, Wireless, 844 Canada and 245 Ontario must emerge from CCAA protection as wholly-owned subsidiaries of Rogers. The proposed form of Vesting Order provides for this step, and to that end, also terminates BlueTree, and myself, on behalf of BlueTree, as Chief Restructuring Officer and sole director of Wireless, 844 Canada, and 245 Ontario.

SWORN BEFORE ME at the City of Toronto, Province of Ontario, on June 29th, 2015. Commissioner for Taking Affidavits	WILLIAM E. AZIZ

DOCSTOR: 5224202

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8445022 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF WILLIAM E. AZIZ
(Sworn JUNE 26, 2015)

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8445022 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

AFFIDAVIT OF WILLIAM E. AZIZ
(SWORN JULY 14, 2015)

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Tab 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	WEDNESDAY, THE 15TH
	)	
JUSTICE NEWBOULD	)	DAY OF JULY, 2015

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

Applicants

ORDER

THIS MOTION made by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") for an Order:

(a) approving the distribution on behalf of the Applicant of a certain portion of the Wireless Distribution Amount (as defined below) in respect of the DIP Notes (as defined below); and

(b) approving certain other relief as sought in the Notice of Motion dated July 14, 2015,

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

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

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

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Aziz Affidavit, and that the following terms shall have the following meanings for the purposes of this Order:

   (a) "**DIP Agreement**" means the debtor-in-possession note purchase agreement approved by the Order of this Court made January 28, 2015, and entered into on January 29, 2015, between Holdings, the Wireless Entities, Equity Financial Trust Company (as collateral agent), and the lenders party thereto;

   (b) "**DIP Notes**" means those notes issued to the lenders under the DIP Agreement; and

   (c) "**Vesting Order**" means the Order of this Court granted in this proceeding on June 29, 2015;

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

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(e) "**Wireless Distribution Amount**" has the meaning ascribed thereto in the Vesting Order; and

(f) "**Wireless Entities**" means, collectively, Wireless, 2451608 Ontario Inc. and 8440522 Canada Inc.

DISTRIBUTION

3. **THIS COURT ORDERS** that the Monitor (on behalf of the Applicant) is authorized, directed and empowered to make a distribution (the "**DIP Note Distribution**") from the Wireless Distribution Amount to the holders of the DIP Notes of an amount equal to all amounts owing in respect of the DIP Notes in accordance with the provisions of the DIP Agreement, the aggregate amount of which shall be reflected in a payout letter to be executed between Holdings and the holders of the DIP Notes, in full and final satisfaction of all amounts owing under the DIP Notes and the DIP Agreement.

4. **THIS COURT ORDERS** that the Monitor is hereby authorized, directed and empowered to take any further steps that it deems necessary or desirable to complete the distribution described in Paragraph 3 above.

5. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and

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

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the DIP Note Distribution shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation, and shall, upon the receipt thereof by holders of the DIP Notes, be free of all claims, liens, security interests, charges or other encumbrances granted by or relating to Holdings or the Wireless Entities.

DISCHARGE OF MONITOR OF WIRELESS ENTITIES

6. **THIS COURT ORDERS AND DECLARES** that effective, *nunc pro tunc*, to the date of filing of the Monitor's Certificate (as defined in the Vesting Order) with the Court, the Monitor is discharged from its appointment as Monitor of the Wireless Entities; provided, however, that notwithstanding its discharge herein the Monitor shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Monitor.

7. **THIS COURT ORDERS** that effective, *nunc pro tunc*, to the date of filing of the Monitor's Certificate with the Court, the Monitor shall be released and discharged from any and all liability that the Monitor has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Monitor while acting in its capacity as Monitor of the Wireless Entities, save and except for liability arising from its gross negligence or wilful misconduct.

8. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor of the Wireless Entities except with prior leave pursuant to an order of this Court made on prior written notice to the Monitor and provided any such order granting leave includes a term granting the Monitor security for its costs and the costs of its counsel in connection with any proposed action or proceeding, such security to be on terms this Court deems just and appropriate.

9. **THIS COURT ORDERS** that the Thirteenth Report of the Monitor dated June 23, 2015, the Fourteenth Report of the Monitor dated June 27, 2015, the Fifteenth Report and the activities of the Monitor described therein are hereby approved.

HOLDINGS BANKING ARRANGEMENTS

10. **THIS COURT ORDERS** that:

(a) any and all banking resolutions approved by the Applicant's board of directors in respect of banking services provided to the Applicant, including, without limitation, in relation to the financial institutions and accounts listed on Confidential Schedule "A", be and the same are hereby amended to provide that any document in respect of such banking services requiring signature on behalf of the Applicant (including all cheques and other negotiable instruments) (any such document being, a "**Banking Document**") may be signed by William E. Aziz, as Chief Restructuring Officer of the Applicant, alone, such execution not to take place without prior consultation with the Monitor; and

(b) Mr. Aziz, be and is hereby authorized for and on behalf of the Applicant, to execute and deliver all agreements, notices, consents, acknowledgements,

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certificates and other instruments and to do all such acts and things as may be necessary, desirable or useful for the purpose of giving effect to any or all of this Paragraph.

11. **THIS COURT ORDERS** that Confidential Schedule "A" hereto is hereby sealed pending further Order of the Court and shall not form part of the public record.

12. **THIS COURT ORDERS** that, for greater certainty, the provision in Paragraph 10(a) herein requiring consultation with the Monitor shall not be interpreted as providing the Monitor with any decision making authority in respect of Holdings' business or affairs and by such consultation, the Monitor shall not be, nor be deemed to be:

   (a) a director, officer, management or directing mind of Holdings,

   (b) in possession or control of any of Holdings' assets, including cash held in Holdings' bank accounts, or

   (c) assuming any responsibility or liabilities of Holdings.

13. **THIS COURT ORDERS** that, in connection with the consultation described in Paragraph 10(a) herein, the Monitor shall have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Monitor.

AMENDMENT TO TITLE OF PROCEEDINGS

14. **THIS COURT ORDERS AND DECLARES** that the title of these proceedings is hereby amended to reflect the termination of this proceeding under the CCAA solely in respect of the Wireless Entities, as follows:

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

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

GENERAL

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicant, the Monitor and/or their respective agents in carrying out the terms of this Order.

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

CONFIDENTIAL SCHEDULE "A"

LIST OF BANK ACCOUNTS

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

MOTION RECORD OF THE APPLICANTS
(Returnable July 15, 2015)

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