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
(Vesting Order)
(Returnable June 29, 2015)

June 27, 2015

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Applicants

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Tab 1

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Applicants

NOTICE OF MOTION
(Returnable June 29, 2015)

The Applicants, 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**" or the "**Mobilicity Group**") will make a motion to a Judge presiding over the Commercial List on June 29, 2015 at 10:00 a.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**"), further to the Order of this Court granted on June 24, 2015 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**"):

(a) Abridging and validating the time for service of the Notice of Motion, Motion

Record and the Fourteenth Report of Ernst & Young Inc., in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**"), to be filed (the "**Fourteenth Report**"), so that this Motion is properly returnable on June 29, 2015 and dispensing with further service thereof;

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

(c) 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**");

(d) Directing that a portion of the Cash Amount (as defined in the Sale Agreement), payable by the Purchaser 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 (as defined in the Draft Order);

(ii) the First Lien Notes (other than the Catalyst First Lien Notes) (as each is defined in the Draft Order); and

(iii) the Second Lien Notes (as defined in the Draft Order),

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;

(e) Releasing and discharging all claims and encumbrances of secured creditors against Wireless other than Permitted Liens (as defined in the (as defined in the Draft Order);

(f) Releasing certain claims as specified in the Draft Order;

(g) Providing certain protections to Wireless in respect of defaults under its existing contractual arrangements that will remain in effect following closing of the Transaction;

(h) 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 and as director of the Wireless Entities; and

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

THE GROUNDS FOR THE MOTION ARE:

(a) The Mobilicity Group carries on business as a Canadian wireless telecommunications carrier;

(b) The Mobilicity Group commenced proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and obtained the Initial Order in these proceedings on September 30, 2013;

(c) 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.

(d) The Rogers Sale requires that an Order be granted, among other things:

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

  (ii) 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;

(iii) 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;

(e) There is no prejudice to any party if the Order sought is granted;

(f) The grounds set out in the Affidavit of William E. Aziz, sworn June 23, 2015, and in the Affidavit of William E. Aziz to be filed in connection with this motion;

General

(g) The provisions of the CCAA; and

(h) 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:

(a) The Affidavit of William E. Aziz sworn June 23, 2015, and the Exhibits attached thereto;

(b) The Affidavit of William E. Aziz to be filed;

(c) The Thirteenth Report of the Monitor;

(d) The Fourteenth Report of the Monitor; and

(e) Such further and other material as counsel may advise and this Court may permit.

June 26, 2015

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TO: The Attached Service List

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

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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

NOTICE OF MOTION
(Returnable June 29, 2015)

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Tab 2

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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
(June , 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.

<u>Holdings</u>

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 , 2015. ______________________________ Commissioner for Taking Affidavits	______________________________ WILLIAM E. AZIZ

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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Lawyers for the Applicants

Tab 3

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**

19 30

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

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.

This is Exhibit "A " referred to in the

Affidavit of William E. Aziz, sworn

before me this 23rd day of June, 2015

Commissioner for Taking Affidavits
Duly Appointed for the Province of Ontario

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 30TH
	)	
JUSTICE NEWBOULD	)	DAY OF SEPTEMBER, 2013

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., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

INITIAL ORDER

THIS APPLICATION, made by Data & Audio-Visual Enterprises Holdings Inc., Data & Audio-Visual Enterprises Wireless Inc. and 8440522 Canada Inc. (collectively, the "Applicants"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of William E. Aziz sworn September 29, 2013 and the Exhibits thereto (the "Aziz Affidavit"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, Ernst & Young Inc. (as the proposed Monitor), the Ad Hoc Committee of Noteholders (as defined in the Aziz Affidavit), the DIP Lenders (as defined in the Aziz Affidavit), The Catalyst Capital Group Inc., and Equity Financial Trust Company, no one else appearing although duly served as appears from the affidavit of service of Evan Cobb sworn September 30, 2013 and on reading the consent of Ernst & Young Inc. to act as the Monitor,

, QCP CW S.A.R.L.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel, including counsel to any board of directors of the Applicants, and such other persons (collectively "Assistants") currently retained or employed by any of them, with liberty to retain, subject to the prior approval of the Chief Restructuring Officer, such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicants shall be entitled to continue to utilize the cash management systems currently in place with, among others, National Bank, TIO Networks Corp., and Chase Paymentech Solutions ("Paymentech") as described in the Aziz Affidavit or, with the consent of the DIP Lenders, replace those systems with other substantially similar central cash management systems (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation

whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that, subject to the terms and conditions of the DIP Loan Agreement, including the applicable terms therein that refer to the cash flow forecast approved by the DIP Lenders pursuant to the DIP Loan Agreement (the "Cash Flow Forecast"), the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, commissions, employee benefits, vacation pay (excluding any severance or termination payments without the consent of the Chief Restructuring Officer (as defined below) and the DIP Lenders) and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) any amounts owing to Dealers (as such term is defined in the Aziz Affidavit) and incurred in the ordinary course of business and consistent with existing Dealer compensation policies and arrangements, subject to the prior approval of the Chief Restructuring Officer; and

(c) the reasonable fees and disbursements of any Assistants retained or employed by an Applicant in respect of these proceedings, at their standard rates and charges, subject to the prior approval of the Chief Restructuring Officer.

7. THIS COURT ORDERS that the Applicants shall be authorized but not required to continue to perform and provide services for which customers of any of the Applicants prepaid prior to the date of this Order in the ordinary course.

8. THIS COURT ORDERS that, subject to the terms and conditions of and availability under the DIP Loan Agreement, including the applicable terms therein that refer to the Cash Flow Forecast, and except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services, subject to the prior approval of the Chief Restructuring Officer; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

9. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the

Applicants, subject to the prior approval of the Chief Restructuring Officer.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, monthly in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their respective Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. THIS COURT ORDERS that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their business or operations, and to dispose of redundant or non-material assets not exceeding $500,000 in any one transaction or $2,000,000 in the aggregate, subject to the prior approval of the Chief Restructuring Officer.

(b) terminate the employment of such of their employees as they deem appropriate, subject to the prior approval of the Chief Restructuring Officer;

(c) disclaim, in whole or in part, with prior consent of the Monitor and the DIP Lenders or further Order of the Court, such of their arrangements or agreements, whether oral or written, as the Applicants deem appropriate, in accordance with Section 32 of the CCAA, with such disclaimers to be on such terms as may be agreed upon between

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the Applicants and such counter-parties, or failing such agreement, with the consequences thereof to be dealt with in the Plan; and

(d) pursue all avenues of refinancing and offers for material parts of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or sale,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

13. THIS COURT ORDERS that an Applicant shall provide each of the relevant landlords with notice of that Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the applicable Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the applicable Applicant, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If an Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to that Applicant's claim to the fixtures in dispute.

14. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against an Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

15. THIS COURT ORDERS that until and including October 30, 2013, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of any of the Applicants, the Monitor, the DIP Lenders, the holders of the Bridge Notes (in such capacities, the "Bridge Lenders") or Equity Financial Trust Company (in its capacity as Trustee and Collateral Agent under the Bridge Notes, the DIP Facility and the First Lien Notes (as such term is defined in the Aziz Affidavit)) (in such capacity, the "Trustee") or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court. This Paragraph 15 shall apply to Proceedings commenced or continued against or in respect of the Trustee, DIP Lenders or the Bridge Lenders solely to the extent that such Proceedings relate to the DIP Lenders' or the Bridge Lenders' lending arrangements with the Applicants.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of any of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

17. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Applicants, except with

the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with any of the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, including without limitation National Bank and Paymentech, TIO Networks Corp., payroll services, insurance, transportation services, utility or other services to the Business or any of the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the applicable Applicant in accordance with normal payment practices of that Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such

obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. THIS COURT ORDERS that each Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of that Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of $550,000, as security for the indemnity provided in paragraph 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs 53 and 55 herein.

23. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) an Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

APPOINTMENT OF MONITOR

24. THIS COURT ORDERS that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

25. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and

obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicants, to the extent required by the Applicants, in its dissemination, to the DIP Lenders and its counsel at the times required under the DIP Loan Agreement (as such term is defined in the Aziz Affidavit) of financial and other information as agreed to between the Applicants and the DIP Lenders which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lenders;

(d) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting required by the DIP Lenders, which information shall be reviewed with the Monitor and delivered to the DIP Lenders and their counsel on a periodic basis at the times required in the DIP Loan Agreement, or as otherwise agreed to by the DIP Lenders;

(e) advise the Applicants in their development of the Plan and any amendments to the Plan;

(f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

(h) assist the Applicants, to the extent required by the Applicants, with their restructuring activities and/or any sale of the Property and the Business or any part thereof;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

26. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

27. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. THIS COURT ORDERS that the Monitor shall provide any creditor of an Applicant and the DIP Lenders with information provided by that Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by any of the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

29. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or

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obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. THIS COURT ORDERS that, subject to the terms and conditions of and availability under the DIP Loan Agreement, including the applicable terms therein that refer to the Cash Flow Forecast, and the prior approval of the Chief Restructuring Officer (i) the Monitor, counsel to the Monitor, counsel to the Applicants, counsel to the DIP Lenders and the Ad Hoc Committee of Noteholders, and the Trustee shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings; and (ii) the Financial Advisors and the Chief Restructuring Officer (each as defined in the Aziz Affidavit) shall be paid their reasonable fees and disbursements, in each case in accordance with the terms of the Engagement Letters (as defined in the Aziz Affidavit). The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicants and counsel for the DIP Lenders and the Ad Hoc Committee of Noteholders on a weekly basis, or on such basis as otherwise agreed by the Applicants and the applicable payee. The Applicants are hereby authorized and directed to pay amounts owing to the Chief Restructuring Officer in accordance with the terms of its Engagement Letter monthly in advance.

31. THIS COURT ORDERS that if requested by the Applicants, the DIP Lenders, or this Court, the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

32. THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, the Applicants' counsel, counsel for the DIP Lenders and the Ad Hoc Committee of Noteholders, the Financial Advisors, the Chief Restructuring Officer and counsel to any board of directors of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of $10,000,000, as security for their professional fees and disbursements incurred (i) at the standard rates and charges of the Monitor and such counsel both before and after the making of this Order in respect of these proceedings; or (ii) as prescribed in the Engagement Letters in the case of the Financial Advisors and the Chief Restructuring Officer. The Administration Charge shall have

the priority set out in paragraphs 53 and 55 hereof.

APPROVAL OF FINANCIAL ADVISORS' ENGAGEMENT

33. THIS COURT ORDERS that the Applicants are authorized to continue the engagement of the Financial Advisors on the terms and conditions set out in the FA Engagement Letters (as such term is defined in the Aziz Affidavit).

34. THIS COURT ORDERS that the FA Engagement Letters be and are hereby ratified and confirmed and the Applicants are authorized to perform their obligations thereunder.

35. THIS COURT ORDERS that any obligations of the Applicants under the FA Engagement Letters, whether for payment of fees, expenses, indemnities or otherwise, shall be entitled to the benefit of the Administration Charge.

36. THIS COURT ORDERS that any claims of the Financial Advisors under the FA Engagement Letters shall be treated as unaffected in any Plan.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

37. THIS COURT ORDERS that the Applicants are authorized to continue the engagement of BlueTree Advisors II Inc. as Chief Restructuring Officer (in such capacity, the "Chief Restructuring Officer") on the terms and conditions set out in the CRO Engagement Letter (as such term is defined in the Aziz Affidavit).

38. THIS COURT ORDERS that the CRO Engagement Letter be and is hereby ratified and confirmed and the Applicants are authorized to perform their obligations thereunder.

39. THIS COURT ORDERS that any obligations of the Applicants under the CRO Engagement Letter, whether for payment of fees, expenses, indemnities or otherwise, shall be entitled to the benefit of the Administration Charge.

40. THIS COURT ORDERS that any claims of the Chief Restructuring Officer under the CRO Engagement Letter shall be treated as unaffected in any Plan.

DIP FINANCING

41. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to

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obtain and borrow under a credit facility (the "DIP Facility") from the DIP Lenders in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under the DIP Facility shall not exceed the amounts prescribed in the DIP Loan Agreement.

42. THIS COURT ORDERS that the DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Loan Agreement.

43. THIS COURT ORDERS that the DIP Facility and the DIP Loan Agreement be and are hereby approved.

44. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the DIP Loan Agreement or as may be reasonably required by the DIP Lenders pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lenders under and pursuant to the DIP Loan Agreement and the other Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

45. THIS COURT ORDERS that the DIP Lenders shall be entitled to the benefit of and are hereby granted a charge (the "**DIP Lenders' Charge**") on the Property as security for any and all obligations of the Applicants under the DIP Loan Agreement and the Definitive Documents (including on account of principle, interest, fees, expenses and other liabilities) (the aggregate of all such obligations being the "**DIP Indebtedness**"), which DIP Lenders' Charge shall be in the aggregate amount of the DIP Indebtedness outstanding at any given time. The DIP Lenders' Charge shall not secure an obligation that exists before this Order is made. The DIP Lenders' Charge shall have the priority set out in paragraphs 53 and 55 hereof.

46. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

(a) the DIP Lenders may take such steps from time to time as they may deem necessary or appropriate to file, register, record or perfect the DIP Lenders' Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the DIP Loan Agreement, the Definitive Documents or the DIP Lenders' Charge (A) the DIP Lenders may cease making advances to the Applicants, (B) the DIP Lenders may (i) set off and/or consolidate any amounts owing by the DIP Lenders to the Applicants against the obligations of the Applicants to the DIP Lenders under the DIP Loan Agreement, the Definitive Documents, or the DIP Lenders' Charge and make demand, accelerate payment and give other notices, and (ii) following an Order of the Court, granted on 5 days' notice to the Applicants and the Monitor, exercise any and all of their respective rights and remedies against the Applicants or the Property under or pursuant to the DIP Loan Agreement, the Definitive Documents, the DIP Lenders' Charge, or the *Personal Property Security Act* of Ontario or any other applicable jurisdiction, including without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants;

(c) the foregoing rights and remedies of the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property; and

(d) notwithstanding any other provision hereof, the DIP Lenders shall not take any steps to enforce their security granted in connection with DIP Loan Agreement or the Definitive Documents without prior approval of the Court.

47. THIS COURT ORDERS AND DECLARES that the DIP Lenders shall be treated as unaffected in any plan of arrangement or compromise filed by any of the Applicants under the CCAA, or any proposal (the "Proposal") filed by any of the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

48. THIS COURT ORDERS that the obligations under ~~the Bridge Notes,~~ the DIP Loan Agreement and the Definitive Documents shall be treated as unaffected by any Plan or any Proposal and the Applicants shall not file a Plan in these proceedings or any Proposal that does not provide for the indefeasible payment in full in cash of the obligations outstanding in respect of ~~the Bridge Notes,~~ the DIP Loan Agreement and the Definitive Documents as a pre-condition

to the implementation of any such Plan.

49. THIS COURT ORDERS that, subject to the terms of this Order, including without limitation paragraph 11, the Applicants are hereby authorized and empowered to take all steps and actions in respect of, and comply with all of their obligations pursuant to, the Bridge Notes and such other agreements, security documents, guarantees and other definitive documents as executed in connection with the Bridge Notes.

KEY EMPLOYEE RETENTION PLAN

50. THIS COURT ORDERS that the payments to be made pursuant to the Key Employee Retention Plan (as such terms are defined in the Aziz Affidavit) as described in the supplemental employment agreements of the Key Employees (as such term is defined in the Aziz Affidavit), which are attached as confidential exhibits to the Aziz Affidavit, are hereby approved and the Applicants are authorized and directed to make payments in accordance with the terms of such supplemental employment agreements.

51. THIS COURT ORDERS that the Key Employees shall be entitled to the benefit of and are hereby granted a charge (the "**KERP Charge**") on the Property, which charge shall not exceed an aggregate amount of $600,000, to secure the amounts payable to the Key Employees pursuant to paragraph 50 of this Order.

52. THIS COURT ORDERS that the KERP Charge shall have the priority set forth in paragraphs 53 and 55.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

53. THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge, the DIP Lenders' Charge, and the KERP Charge as among them and relative to the liens securing the obligations under the First Lien Notes and the Bridge Notes, shall be as follows:

(a) First, liens securing obligations under the First Lien Notes and the First Lien Notes Indenture (as defined in the Aziz Affidavit) (collectively, the "First Lien Notes Liens");

(b) Second, the Administration Charge and the KERP Charge on a *pari passu* basis;

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(c) Third, the Directors' Charge;

(d) Fourth, the DIP Lenders' Charge and the liens securing the obligations under the Bridge Notes, on a *pari passu* basis.

54. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge, the KERP Charge or the DIP Lenders' Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

55. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge, the KERP Charge and the DIP Lenders' Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person with the exception of the First Lien Notes Liens and the Encumbrances ranking in priority to the First Lien Notes Liens.

56. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge or the DIP Lenders' Charge, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lenders and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

57. THIS COURT ORDERS that the Directors' Charge, the Administration Charge, the KERP Charge, the Definitive Documents and the DIP Lenders' Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lenders thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of

Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Loan Agreement or the Definitive Documents shall create or be deemed to constitute a breach by an Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from an Applicant entering into the DIP Loan Agreement, the creation of the Charges, or the execution, delivery or performance of the other Definitive Documents; and

(c) the payments made by the Applicants pursuant to this Order, the DIP Loan Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

58. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in an Applicant's interest in such real property leases.

59. THIS COURT ORDERS that the deposit accounts held by Paymentech and containing cash collateral pledged to Paymentech in an amount not to exceed $1,200,000 shall be excluded from the DIP Lenders' Charge, the Administration Charge, the KERP Charge and the Directors' Charge and shall be held as security for any Chargebacks (as such term is defined in the Select Merchant Application and Agreement dated as of April 16, 2010 between Wireless and Paymentech) arising after the date of this Order.

SERVICE AND NOTICE

60. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe & Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner

prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against an Applicant of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder. The list included in subparagraph (C) above shall not include the names, addresses or estimated amounts of the claims of those creditors who are individuals or any personal information in respect of an individual.

61. THIS COURT ORDERS that the Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

62. THIS COURT ORDERS that the Applicants, the Monitor, the DIP Lenders, the Ad Hoc Committee of Noteholders and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at www.ey.com/ca/mobilicity.

SEALING OF CONFIDENTIAL EXHIBITS

63. THIS COURT ORDERS that Confidential Exhibits "K", "L" and "W" through "DD" be and are hereby sealed pending further Order of the Court and shall not form part of the public record.

GENERAL

64. THIS COURT ORDERS that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

65. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting

as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of an Applicant, the Business or the Property.

66. 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 the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

67. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and is 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, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

68. THIS COURT ORDERS that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order; provided, however, that the DIP Lenders shall be entitled to rely on this Order as issued for all advances made under the DIP Loan Agreement and Definitive Documents up to and including the date this Order may be varied or amended.

69. THIS COURT ORDERS that, notwithstanding the immediately preceding paragraph, no order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the DIP Loan Agreement and the Definitive Documents, including, without limitation, Paragraphs 42 to 49, and 53 to 58, inclusive, unless notice of a motion is served on the Monitor, the Applicants and the DIP Lenders, returnable no later than October ~~9~~, 2013.

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70. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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

SEP 30 2013

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

Court File No:

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

INITIAL ORDER

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Lawyers for the Applicants

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DOCSTOR: 2824745\1

This is Exhibit "B " referred to in the

Affidavit of William E. Aziz, sworn

before me this 23rd day of June, 2015

Commissioner for Taking Affidavits
Duly Appointed for the Province of Ontario

573066

Court File CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 13TH
	)	
JUSTICE NEWBOULD	)	DAY OF NOVEMBER, 2013

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., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

ORDER
(Approval of Sale Procedures)

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an Order:

(a) that the time for service of the Notice of Motion, the Motion Record and the second report of the Monitor, Ernst & Young Inc. (the "**Monitor**") dated November 11, 2013 (the "**Second Report**") is abridged and validated so that this Motion is property returnable today and dispensing with further service thereof; and

(b) approving the sale procedures (the "**Sale Procedures**"), substantially in the form attached as Schedule "A" to this Order,

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

ON READING the material filed, including the Notice of Motion, the Second Report and the Affidavit of William E. Aziz sworn November 7, 2013 and the exhibits thereto (the "**Aziz Affidavit**"), and on hearing the submissions of counsel for the Applicants, the Monitor, and such other counsel present, no one else appearing although duly served as appears from the affidavit of service of Evan Cobb sworn November 8, 2013:

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SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion, the Motion Record and the Second Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

SALE PROCEDURES

2. THIS COURT ORDERS that the Sale Procedures, substantially in the form attached as Schedule "A" to this Order, be and are hereby approved.

3. THIS COURT ORDERS that the Monitor and the Applicants, be and are hereby authorized and directed to perform their obligations under and take such steps as they consider necessary or desirable in carrying out the Sale Procedures, and any steps taken by the Monitor and the Applicants in connection with the Sale Procedures prior to the date hereof be and are hereby approved and ratified.

4. THIS COURT ORDERS that the Monitor and its affiliates, partners, directors, employees and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Procedures, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Monitor in performing its obligations under the Sale Procedures (as determined by this Court).

5. THIS COURT ORDERS that, in connection with the Sale Procedures and pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Applicants and the Monitor are authorized and permitted to disclose personal information of identifiable individuals to prospective investors, financiers, purchasers or bidders and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more investment, finance or sale transaction (each, a "**Transaction**"). Each prospective investor, financier, purchaser, or bidder to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall; (i) return all such information to the Applicants or the Monitor; or (ii) destroy all such information that is not electronically stored and, in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser in any Transaction shall be entitled to continue to use the personal information provided to it, and

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related to the property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicants or the Monitor, or ensure that all other personal information is destroyed.

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ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

NOV 13 2013

MB

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SCHEDULE "A"
SALE PROCEDURES
(see attached)

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Sale Procedures

Set forth below are the Sale Procedures (the "**Sale Procedures**") to be employed with respect to the proposed sale of all or substantially all of the business and assets or shares of Data & Audio Visual Enterprises Wireless Inc. ("**Wireless**") and Data & Audio Visual Enterprise Holdings Inc. ("**Holdings**", together with Wireless, the "**Sellers**").

On September 29, 2013, the Sellers and 8440522 Canada Inc. (collectively, the "**Debtors**") commenced proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**" and the "**CCAA Proceedings**") before the Ontario Superior Court of Justice (the "**Court**").

On November 13, 2013, the Debtors obtained a sale procedures order (the "**Sale Procedures Order**") under the CCAA from the Court approving these Sale Procedures.

Pursuant to the Sale Procedures, the Debtors, with their financial advisor, Canaccord Genuity Corp. (the "**Financial Advisor**"), will pursue a sale of the Assets (as defined below) under a fair and competitive sale process under the supervision of Ernst & Young Inc., in its capacity as the Court-appointed monitor in the CCAA Proceedings (the "**Monitor**"), and the Court, pursuant to which all interested parties will be provided with a fair and equal opportunity to participate in the Sale Process (as defined below).

Notwithstanding anything contained herein, the Sellers shall have the right to enter into an exclusive transaction for the sale of the Assets, or any portion thereof, outside of the Sale Process prior to the Participation Deadline (as defined below) on terms acceptable to the Sellers, the Monitor and the purchasers under the DIP Note Purchase and Guarantee Agreement dated September 30, 2013 (collectively the "**DIP Lenders**").

Sale Process

The Sale Procedures set forth herein describe, among other things, (a) the Assets available for sale, (b) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Assets, (c) the manner in which bidders and bids can become Qualified Bidders (as defined below) and Qualified Bids (as defined below), (d) the receipt and negotiation of bids received, (e) the ultimate selection of any Successful Bidder (as defined below), and (f) the approval thereof by the Court (collectively, the "**Sale Process**"). The Monitor intends to consult with the Sellers and the DIP Lenders and their respective advisors throughout the Sale Process.

Assets To Be Sold

The Sellers are offering for sale, in one or more transactions, substantially all of the Sellers' business and assets (the "**Assets**"). The Sellers reserve the right to eliminate certain assets available for sale pursuant to the Sale Process prior to the Bid Deadline (as defined below). For the purposes of these Sale Procedures, a sale of the Assets also includes a transaction pursuant to which the shares of the Sellers are arranged by or sold to the Successful Bidder.

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"As Is, Where Is"

The sale of the Assets will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature or description by the Sellers, its agents or estates, except to the extent set forth in a definitive transaction agreement signed by the Sellers and the Successful Bidder. By submitting a bid, each Potential Bidder (as defined below) shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Assets or the completeness of any information provided in connection therewith, except as expressly stated in these Sale Procedures or as set forth in a definitive transaction agreement signed by the Sellers and the Successful Bidder.

Free Of Any And All Claims And Interests

Except as may otherwise be provided in the Successful Bidder's transaction agreement, all of the rights, title and interests of the Sellers in and to the Assets, or any portion thereof, will be sold free and clear of all Liens and Claims (which may be defined in the Transaction Order (as defined below)), subject to any Permitted Encumbrances (which may be defined in the Transaction Order), pursuant to an order by the Court approving the sale of the Assets, or a portion thereof, and vesting in the Successful Bidder all of the Sellers' rights, title and interests in and to such Assets, or a portion thereof, whether by way of an approval and vesting order or a sanction order, the "**Transaction Order**"), when granted, such Liens and Claims to attach to the net proceeds of the sale of such Assets.

Publication Notice

Within three (3) days of entry of the Sale Procedures Order by the Court, or as soon as practicable thereafter, (i) the Sellers shall publish notice of these Sale Procedures in *The Globe and Mail (National Edition)* and (ii) the Sellers shall issue a press release regarding the Sale Process through Canada Newswire, designating dissemination in Canada and major financial centers in the United States.

Solicitation of Interest

As soon as reasonably practicable after the granting of the Sale Procedures Order, the Financial Advisor, in consultation with the Sellers, the Monitor and the DIP Lenders, will prepare an initial offering summary (the "**Teaser Letter**") notifying prospective purchasers of the Assets (both strategic and financial parties (including existing shareholders and noteholders of the Sellers and parties proposed by the DIP Lenders)) of the existence of the Sale Process and inviting prospective purchasers to express their interest in making an offer for the Assets.

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Participation Requirements

Unless otherwise ordered by the Court or as otherwise determined by the Monitor, in consultation with the Sellers and the DIP Lenders, in order to participate in the Sale Process, prior to December 2, 2013 at 10:00 p.m. (ET) (as may be extended as set out below, the "**Participation Deadline**"), each person who wishes to participate in the Sale Process, and in the event that such person is an entity formed for the purpose of acquiring the Assets, or any portion thereof, each actual or proposed holder of the equity (whether in the form of stock, partnership interests, LLC interests, debt issued in connection with such person's bid for the Assets or otherwise) or proposed beneficiary of such person through license or similar arrangement granted in connection with such person's bid (each, an "**Equity Holder**") (each such person who wishes to participate in the Sale Process and each Equity Holder thereof, a "**Potential Bidder**") must deliver to the Notice Parties (as defined below) at the addresses provided below all of the following documents (the "**Participation Materials**"):

a) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Sellers to such Potential Bidder) in a form and substance acceptable to the Sellers, and which shall inure to the benefit of any purchaser of the Assets, or any portion thereof. In the event the Potential Bidder has already entered into a confidentiality agreement with either of or both of the Sellers, prior to the distribution of any additional confidential information by the Sellers to such Potential Bidder, such Potential Bidder must provide a statement waiving any of its rights under such confidentiality agreement that are in conflict with the Sale Procedures or that would otherwise prohibit disclosures regarding the Potential Bidder, or any transactions it may enter into with the Sellers, to the Notice Parties and other Qualified Bidders who submit a Qualified Bid;

b) current audited financial statements and latest unaudited financial statements of the Potential Bidder, or such other form of financial disclosure and credit quality support or enhancement that allows the Monitor, in consultation with the Sellers, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a sale;

c) confirmation that the Potential Bidder has not engaged and will not engage in any collusion with respect to the bidding or the transactions, and if such Potential Bidder is an entity formed for the purpose of acquiring the Assets, or any portion thereof, confirmation from each of the Equity Holders of such Potential Bidder that such Equity Holder has not engaged and will not engage in any collusion with respect to the bidding or the transactions, such confirmation, in each case, in form and substance satisfactory to the Monitor; and

d) a statement outlining the Potential Bidder's interest in purchasing the Assets, or a portion thereof, from the Sellers, including: (i) any Assets expected to be excluded; (ii) the structure and financing of the sale (including, but not limited to, the sources of financing for the purchase price and all requisite financial assurance); (iii) any anticipated corporate or other approvals required to close the

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sale, the anticipated time frame and any anticipated impediments for obtaining such approvals; and (iv) any conditions to closing that the Potential Bidder may wish to impose.

The Monitor, after consultation with the Sellers and the DIP Lenders, may extend the Participation Deadline once or successively, but is not obligated to so.

If it is determined by the Monitor, after consultation with the Sellers and the DIP Lenders, that a Potential Bidder: (i) has a *bona fide* interest in an acquisition of the Assets; (ii) has delivered all of the Participation Materials prior to the Participation Deadline; and (iii) has the financial capability (based on availability of financing, experience and other considerations) to consummate such a transaction based on such Potential Bidder's financial information; such Potential Bidder will be deemed a "**Qualified Bidder**". The determination as to whether a Potential Bidder is a Qualified Bidder will be made as promptly as practicable after a Potential Bidder delivers all of the Participation Materials, and each such determination shall be reported to each of the Notice Parties and to the applicable Qualified Bidder. The Monitor may determine, after consultation with the Sellers and the DIP Lenders, whether to entertain bidders for the Assets that have not met one or more of the requirements specified above and deem such bidders to be Qualified Bidders.

Due Diligence

The Sellers may in their reasonable business judgment, and subject to competitive and other business considerations, afford each Qualified Bidder and any other person seeking to become a Qualified Bidder that has executed a confidentiality agreement as described in clause (a) under the heading "Participation Requirements" above with the Sellers such access to due diligence materials and information relating to the Assets as the Sellers deem appropriate after consultation with the Monitor and the DIP Lenders. Due diligence access may include management presentations as may be scheduled by the Sellers, access to electronic data rooms, on-site inspections, and other matters which a Qualified Bidder may reasonably request and as to which the Sellers, in its reasonable business judgment, may agree. The Monitor will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders and the manner in which such requests must be communicated. No additional due diligence for any party other than a Qualified Bidder who has submitted a Qualified Bid will continue after the Bid Deadline (as defined below). Neither the Sellers nor any of their affiliates (or any of their respective representatives) will be obligated to furnish any information relating to the Assets to any person other than to Qualified Bidders. The Sellers make no representation or warranty as to the information to be provided through this due diligence process or otherwise, except as set forth in any definitive transaction agreement(s) with the Successful Bidder.

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of its bid to each of the following parties (collectively, the "**Notice Parties**"): (i) the Monitor, Ernst & Young Inc., Ernst & Young Tower, 222 Bay Street, Toronto, ON M5K 1J7, Attention: Mike Dean, email: mike.p.dean@ca.ey.com; (ii) counsel to the Sellers, Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3300, P.O. Box, Toronto, ON M5J 2Z4, Attention: Virginie Gauthier, fax: 416-216-3930, e-mail: virginie.gauthier@nortonrosefulbright.com; (iii) Canaccord Genuity Corp., Brookfield Place, 161 Bay Street, Suite 3000, Toronto, ON M5J 2S1, Attention: Barry Goldberg and Michael Levin, e-mail: bgoldberg@canaccordgenuity.com and mlevin@canaccordgenuity.com; and (iv) counsel to the DIP lenders, Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON M5H 2S7, Attention: Robert Chadwick, fax: 416-979-1234, e-mail: rchadwick@goodmans.ca, so as to be received by the Monitor no later than December 9, 2013 at 5:00 p.m. (ET) (as may be extended as set out below, the "**Bid Deadline**"). The Monitor, after consultation with the Sellers and the DIP Lenders, may extend the Bid Deadline once or successively, but is not obligated to do so. If the Monitor extends the Bid Deadline, the Monitor will promptly notify all Qualified Bidders and the Notice Parties.

Qualified Bid

A bid submitted will be considered a Qualified Bid only if the bid is submitted by a Qualified Bidder and complies (either individually or in combination with other bids that make up one Qualified Bid) with all of the following (a "**Qualified Bid**"):

a) the bid (either individually or in combination with other bids that make up one Qualified Bid) is an offer to purchase some or all of the Assets on terms and conditions reasonably acceptable to the Monitor, as determined after consultation with the Sellers and the DIP Lenders;

b) it includes a letter stating that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder, provided that if such Qualified Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the earlier of (i) the closing of the Sale to the Successful Bidder, and (ii) 21 days from the Sale Approval Motion, subject to further extensions as may be agreed to under the applicable transaction agreement(s);

c) it includes a duly authorized and executed transaction agreement(s), including the purchase price for the Assets expressed in Canadian dollars (the "**Purchase Price**") together with all exhibits and schedules thereto, all applicable ancillary agreements with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements), and proposed orders to approve the sale by the Court;

d) it includes written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow the Monitor, in consultation with the Sellers and the DIP Lenders, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the Sale;

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e) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining financing;

f) it fully discloses the identity of each entity that will be bidding for the Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), participating or benefiting from (including through license or similar arrangement with respect to the assets to be acquired in connection with such bid), such bid, and the complete terms of any such sponsorship, participation, financing or benefit, such disclosure to include, without limitation: (i) in the case of a Qualified Bidder formed for the purposes of acquiring Assets (or any portion thereof), the identity of each of the actual or proposed Equity Holders of such Qualified Bidder and the terms and participation percentage of such Equity Holder's interest in such bid; and (ii) the identity of each entity that has or will receive a benefit from such bid from or through the Qualified Bidder or any of its Equity Holders and the terms of such benefit;

g) it includes a commitment by the Qualified Bidder to provide a non-refundable deposit upon being selected as the Successful Bidder and in any event, prior to service of the materials for the Sale Approval Motion (as defined below);

h) it includes an acknowledgement and representation of the Qualified Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its offer; (ii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; (iii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by the Sellers;

i) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction agreement(s) submitted by the Qualified Bidder;

j) it contains other information reasonably requested by the Monitor, in consultation with the Sellers and the DIP Lenders; and

k) it is received by the Bid Deadline.

The Monitor may determine, in consultation with the Sellers and the DIP Lenders, whether to entertain bids for the Assets that do not conform to one or more of the requirements specified herein and deem such bids to be Qualified Bids; provided that the Monitor, in evaluating such bids, may not waive substantial compliance with any of the above requirements without prior written consent of the Sellers and the DIP Lenders.

The Monitor shall notify each Qualified Bidder in writing as to whether such Qualified Bidder's bid constituted a Qualified Bid within three (3) business days of the expiration of the Bid Deadline, or at such later time as the Monitor deems appropriate after consultation with the Sellers and the DIP Lenders.

If the Monitor, after consultation with the Sellers and the DIP Lenders, is not satisfied with the number or terms of the Qualified Bids submitted by the Bid Deadline, the Monitor may extend the Bid Deadline, or cancel the Sale Process.

Aggregate Bids

The Monitor may, following consultation with the Sellers and the DIP Lenders, aggregate separate bids from unaffiliated Potential Bidders to create one "Qualified Bid" from one or more "Qualified Bidders"; provided that all such bidders shall remain subject to the requirements preventing collusion in these Sale Procedures.

Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors, including, without limitation, items such as the Purchase Price and the net value provided by such bid, the claims likely to be created by such bid in relation to other bids, the counterparties to such transactions, the proposed transaction documents, other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transactions), the assets included or excluded from the bid, the transition services required from the Sellers post-closing, if any, and any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by the Monitor, in consultation the Sellers and the DIP Lenders.

Selection of Successful Bid

The Monitor, in consultation with the Sellers and the DIP Lenders, (a) will review and evaluate each Qualified Bid, provided that each Qualified Bid may be negotiated among the Sellers, in consultation with the Monitor and the DIP Lenders, and the applicable Qualified Bidder, and may be amended, modified or varied to improve such Qualified Bid as a result of such negotiations, and (b) identify the highest or otherwise best offer for the Assets (the "**Successful Bid**", and the Qualified Bidder making such Successful Bid, the "**Successful Bidder**"). The determination of any Successful Bid by the Monitor, after consultation with the Sellers and the DIP Lenders, shall be subject to approval by the Court.

Neither the Monitor nor the Sellers shall have any obligation to select a Successful Bid, and they reserve the right, after consultation with the DIP Lenders, to reject any or all Qualified Bids.

Sale Approval Motion Hearing

The motion for an order of the Court approving any Successful Bid or any plan to give effect to any Successful Bid (the "**Sale Approval Motion**") shall be set by the Monitor.

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At the hearing of the Sale Approval Motion, the Sellers shall seek, among other things, approval from the Court to consummate any Successful Bid.

All the Qualified Bids other than the Successful Bid, if any, shall be deemed rejected by the Sellers on and as of the date of approval of the Successful Bid by the Court.

Reservation of Rights

The Monitor, after consultation with the Sellers and the DIP Lenders, may (a) determine which Qualified Bid, if any, is the highest or otherwise best offer; (b) reject at any time before the issuance and entry of an order approving a Qualified Bid, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Sale Procedures or any order of the Court, or (iii) contrary to the best interests of the Sellers or its creditors; and (c) may modify the Sale Procedures or impose additional terms and conditions on the sale of the Assets.

Neither the Monitor nor the Sellers shall have any obligation to select a Successful Bid, and they reserve the right, after consultation with the DIP Lenders, to reject any or all Qualified Bids.

Nothing herein shall limit the right of any holders of notes of the Sellers, including holders of the senior secured notes, the unsecured notes, the bridge notes and the DIP notes, to advance a recapitalization or CCAA plan.

Miscellaneous

These Sale Procedures are solely for the benefit of the Sellers and nothing contained in the Sale Procedures Order or these Sale Procedures shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise) other than the rights expressly granted to a Successful Bidder under the Sale Procedures Order.

Except as provided in the Sale Procedures Order and Sale Procedures, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Sale Procedures Order and the Sale Procedures.

Limitation of Liability

The Monitor shall not have any liability whatsoever to any person or party, including without limitation any Potential Bidder, the Sellers, the DIP Lenders or any creditor or other stakeholder, for any act or omission related to the process contemplated by these Sale Procedures. By submitting a bid, each Potential Bidder shall be deemed to have agreed that it has no claim against the Monitor for any reason whatsoever.

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., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER
(Approval of Sale Procedures)

Norton Rose Fulbright Canada LLP
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Lawyers for the Applicants

DOCSTOR: 2805783\3

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This is Exhibit "C " referred to in the

Affidavit of William E. Aziz, sworn

before me this 23rd day of June, 2015

Commissioner for Taking Affidavits
Duly Appointed for the Province of Ontario

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Government of Canada Gouvernement du Canada

Canada

Industry Canada

Spectrum Management and Telecommunications

AWS-3 — Final Results

Posted on Industry Canada website: March 6, 2015
Updated on April 30, 2015

Licence Winners

Licence Winners	# of Licences Won	Price	Total Population Covered
Bell Mobility Inc.	13	$ 499,868,630	13,489,790
Bragg Communications Incorporated	4	$ 9,957,299	3,101,203
TELUS Communications Company	15	$ 1,511,121,133	30,076,890
Vidéotron s.e.n.c.	4	$ 31,800,359	9,889,843
WIND Mobile Corp.	3	$ 56,400,000	18,140,872

Final Results

Service Area	Set-Aside Block	Open Blocks	
	GHI Tier 2 30MHz	J1 Tier 2 10MHz	J2 Tier 2 10MHz
Newfoundland & Labrador	Bragg	Bell	Bell
Nova Scotia & Prince Edward Island	Bragg	Bell	Bell
New Brunswick	Bragg	Bell	Bell
Eastern Quebec	Vidéotron	TELUS	TELUS
Southern Quebec	Vidéotron	TELUS	TELUS
Eastern Ontario & Outaouais	Vidéotron	TELUS	TELUS
Northern Quebec	Vidéotron	Bell	Bell
Southern Ontario	Wind	Bell	TELUS
Northern Ontario	Bragg	Bell	Bell
Manitoba	Industry Canada	TELUS	TELUS
Saskatchewan	Industry Canada	TELUS	TELUS
Alberta	Wind	TELUS	TELUS
British Columbia	Wind	TELUS	TELUS
Yukon, Northwest Territories & Nunavut	Industry Canada	Bell	Bell

This is Exhibit "D " referred to in the

Affidavit of William E. Aziz, sworn

before me this 23rd day of June, 2015

Commissioner for Taking Affidavits
Duly Appointed for the Province of Ontario

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Spectrum Management and Telecommunications

2500 MHz Auction — Provisional Results

Posted on Industry Canada website: May 12, 2015

Provisional Licence Winners

Provisional Licence Winners	Number of Licences Won	Price	Total Population Covered
Bell Mobility Inc.	51	$28,985,000	11,941,378
Bragg Communications Incorporated	11	$4,821,000	2,931,084
Corridor Communications Inc.	13	$2,299,000	2,099,387
MTS Inc.	2	$2,242,000	1,206,968
Rogers Communications Partnership	41	$24,086,270	11,637,606
TBayTel	2	$1,731,000	356,118
TELUS Communications Company	122	$47B,819,000	33,475,644
Vidéotron s.e.n.c.	18	$186,952,000	21,283,063
Xplornet Communications Inc.	42	$25,435,731	11,042,945

2500 MHz Auction Provisional Results

			Paired blocks (20 MHz)							Unpaired blocks and Guard bands					
Tier	Tier Name	Reg	A/A'	B/B'	C/C'	D/D'	E/E'	F/F'	G/G'	GB1	H		I		GB2
3-001	Newfoundland & Labrador	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-002	Prince Edward Island	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-003	Mainland Nova Scotia	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-004	Cape Breton	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-005	Southern New Brunswick	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-006	Western New Brunswick	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-007	Eastern New Brunswick	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-008	Bas du fleuve/Gaspésie	B	Bell	Bell	Rogers	Rogers	Vidéotron	**TELUS**	**TELUS**	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-009	Québec	B	Bell	Bell	Rogers	Rogers	Vidéotron	**TELUS**	**TELUS**	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-010	Chicoutimi-Jonquière	A	Bell	Rogers	Vidéotron	Vidéotron	Bell	**TELUS**	**TELUS**	Inukshuk	Xplornet	IC	**Xplornet**		
3-011	Eastern Townships	A	Bell	Rogers	Vidéotron	Vidéotron	Bell	**TELUS**	**TELUS**	Inukshuk	Xplornet	IC	**Xplornet**		
3-012	Trois-Rivières	B	Bell	Bell	Rogers	Rogers	Vidéotron	**TELUS**	**TELUS**	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-013	Montréal	B	Bell	Bell	Rogers	Rogers	Vidéotron	**TELUS**	**TELUS**	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-014	Upper Outaouais	A	Bell	Rogers	Vidéotron	Vidéotron	Bell	**TELUS**	**TELUS**	Inukshuk	Xplornet	IC	**Xplornet**		
3-015	Ottawa/Outaouais	B	Bell	Bell	Rogers	Rogers	Vidéotron	**TELUS**	**TELUS**	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-016	Pembroke	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Vidéotron	Inukshuk	Xplornet	IC	**Xplornet**		
3-017	Abitibi	A	Bell	Rogers	Vidéotron	Vidéotron	Bell	**TELUS**	**TELUS**	Inukshuk	Xplornet	IC	**Xplornet**		
3-01B	Cornwall	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-019	Brockville	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-020	Kingston	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	IC	Inukshuk	Xplornet	IC	**Xplornet**		
3-021	Belleville	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-022	Cobourg	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-023	Peterborough	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-024	Huntsville	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-025	Toronto	B	Bell	Bell	Rogers	Rogers	Vidéotron	**TELUS**	**TELUS**	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-026	Barrie	B	Bell	Bell	Rogers	Rogers	**TELUS**	**TELUS**	**Xplornet**	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-027	Guelph/Kitchener	B	Bell	Bell	Rogers	Rogers	**TELUS**	**TELUS**	IC	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-02B	Listowel/Goderich/Stratford	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-029	Niagara-St. Catharines	B	Bell	Bell	Rogers	Rogers	**TELUS**	**TELUS**	IC	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-030	London/Woodstock/St. Thomas	B	Bell	Bell	Rogers	Rogers	**TELUS**	**TELUS**	IC	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-031	Chatham	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-032	Windsor/Leamington	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-033	Strathroy	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-034	North Bay	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-035	Sault Ste. Marie	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**TBaytel**	Inukshuk	Xplornet	IC	**Xplornet**		
3-036	Sudbury	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-037	Kirkland Lake	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		
3-038	Thunder Bay	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**TBaytel**	Inukshuk	Xplornet	IC	**Xplornet**		
3-039	Winnipeg	C	**MTS**	Bell	Bell	Rogers	Rogers	**TELUS**	**TELUS**	**Xplornet**			Xplornet	IC	Inukshuk
3-040	Brandon	C	**MTS**	Bell	Bell	Rogers	Rogers	**TELUS**	**TELUS**	**Xplornet**			Xplornet	IC	Inukshuk
3-041	Regina	B	Sasktel	Sasktel	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Sasktel	Sasktel	Sasktel	Xplornet	IC	Inukshuk
3-042	Moose Jaw	B	Sasktel	Sasktel	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Sasktel	Sasktel	Sasktel	Xplornet	IC	Inukshuk
3-043	Saskatoon	B	Sasktel	Sasktel	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Sasktel	Sasktel	Sasktel	Xplornet	IC	Inukshuk
3-044	Edmonton	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Vidéotron	Inukshuk	Xplornet	IC	**IC**		
3-045	Medicine Hat/Brooks	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-046	Lethbridge	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-047	Calgary	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Viciéotron	Inukshuk	Xplornet	IC	**Xplornet**		
3-04B	Red Deer	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	**CCI**	Inukshuk	Xplornet	IC	**Xplornet**		
3-049	Grande Prairie	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	Bragg	Inukshuk	Xplornet	IC	**Xplornet**		

3-050 Kootenays	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	IC	Inukshuk	Xplornet	IC	**Xplornet**		
3-051 Okanagan/Columbia	B	Bell	Bell	Rogers	Rogers	**TELUS**	**TELUS**	IC	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-052 Vancouver	B	Bell	Bell	Rogers	Rogers	Vidéotron	**TELUS**	**TELUS**	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-053 Victoria	B	Bell	Bell	Rogers	Rogers	**TELUS**	**TELUS**	IC	Inukshuk	Bell	Bell	Rogers	Rogers	Inukshuk
3-054 Nanaimo	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	IC	Inukshuk	Xplornet	IC	**Xplornet**		
3-055 Courtenay	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	IC	Inukshuk	Xplornet	IC	**Xplornet**		
3-056 Thompson/Cariboo	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	IC	Inukshuk	Xplornet	IC	**Xplornet**		
3-057 Prince George	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	IC	Inukshuk	Xplornet	IC	**Xplornet**		
3-058 Dawson Creek	A	Bell	Rogers	Rogers	**TELUS**	**TELUS**	Bell	IC	Inukshuk	Xplornet	IC	**Xplornet**		
4-170 Yukon	A	Bell	Rogers	Bell	Bell	Bell	**TELUS**	**TELUS**	Inukshuk	Xplornet	IC	**IC**		
4-171 Nunavut	A	SSI Micro	SSI Micro	Bell	Bell	Bell	**TELUS**	**TELUS**	SSI Micro	SSI Micro	SSI Micro	**IC**		
4-172 Northwest Territories	A	SSI Micro	SSI Micro	Bell	Bell	Bell	**TELUS**	**TELUS**	SSI Micro	SSI Micro	SSI Micro	**IC**		

Note: The white background represents spectrum licences held prior to the auction.

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This is Exhibit "E " referred to in the

Affidavit of William E. Aziz, sworn

before me this 23rd day of June, 2015

Commissioner for Taking Affidavits
Duly Appointed for the Province of Ontario

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Government of Canada / Gouvernement du Canada

Canada

Industry Canada

700 MHz - Spectrum Auctions

Winners

Licence Winners	# of Licences Won	Final Price	Total Population Covered
Feenix	1 Paired + 0 Unpaired	$284,000	107,215
MTS	1 Paired + 0 Unpaired	$8,772,072	1,206,968
Bragg	4 Paired + 0 Unpaired	$20,298,000	3,101,204
TELUS	16 Paired + 14 Unpaired	$1,142,953,484	33,475,915
Vidéotron	7 Paired + 0 Unpaired	$233,328,000	28,030,489
Bell	17 Paired + 14 Unpaired	$565,705,517	33,475,915
Sasktel	1 Paired + 0 Unpaired	$7,556,929	1,030,039
Rogers	22 Paired + 0 Unpaired	$3,291,738,000	33,368,700

Date Modified: 2014-02-19

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CONFIDENTIAL EXHIBIT "F"

(intentionally omitted)

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CONFIDENTIAL EXHIBIT "G"

(intentionally omitted)

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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Lawyers for the Applicants

Tab 4

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

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 ●, 2015 (the "**Aziz Affidavit**"), the Fourteenth Report of the Monitor, dated ●, 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 ● sworn June ●, 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,

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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 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.

5. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate to the Purchaser, TMX Equity Transfer Services (formerly 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.

6. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate to the Purchaser, all Claims and Encumbrances against the Purchased Assets, the 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.

7. **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

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Wireless, including in respect of the Catalyst First Lien Notes, shall be fully and finally released, discharged and expunged as against Holdings.

8. **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).

9. **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.

10. **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.

11. **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 trust for the holders of DIP Notes, the holders of the First Lien Notes (other than the Catalyst First Lien Notes), and the holders of the Second Lien Notes, pending further Order of the Court authorizing and directing the distribution of the Wireless Distribution Amount to the

holders of the DIP Notes, the First Lien Notes (other than Catalyst) or the Second Lien Notes in payment and satisfaction of all principal and accrued interest and other indebtedness under the DIP Notes, the First Lien Notes (other than the Catalyst First Lien Notes) and the Second Lien Notes as provided for in the Sale Agreement, and that promptly following such distribution, the Monitor shall provide reasonably detailed particulars thereof to the Purchaser.

12. **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 10 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.

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

14. **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

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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.

15. **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.

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

17. **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 to whom and in what amounts the Wireless Distribution Amount should be distributed.

18. **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

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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 to whom and in what amounts the Wireless Distribution Amount should be distributed.

19. **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;

(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;

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

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20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

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 may have against any other Released Party, or any right or ability of any Released Party 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, 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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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

MOTION RECORD OF THE APPLICANTS
(Vesting Order)
(Returnable June 29, 2015)

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